TOWN OF

FORTVILLE

714 E. Broadway, Fortville, IN 46040
(317) 485-4044 | www.Fortville.IN.gov

TOWN COUNCIL AGENDA - MONDAY, AUGUST 17TH, 2026 - 6:30 PM

Elected Officials & Term Dates

1st District
Tonya Davis - *1/1/24-12/31/27*
Sean Morgan - *9/23/2025-12/31/27*

2nd District
Ryan Rummell - *1/1/23-12/31/26*
Libby Wyatt - *1/1/24-12/31/27*

At-Large
Fred "Fritz" Fentz - *1/1/23-12/31/26*

Clerk-Treasurer
Melissa Glazier - *1/1/24-12/31/27*

Town Management

Town Manager
Joe Renner

Police Department
Chief Patrick Bratton

Planning & Building
Adam Zaklikowski, AICP

Comm. Relations & HR-Office
Andy Williams, Manager

Utilities & Accounts Payable
Angie Renner, Manager

Water Treatment Plant
David Thompson, Superintendent

Parks & Recreation
Heath Luther, Manager

Public Viewing Access

Livestream available through Zoom
- Call-In Number: 1-305-224-1968
- Meeting ID: 834 5595 9084
- https://us02web.zoom.us/j/83455959084

Public meeting video library available on YouTube: **@townoffortville1865**

Meeting Repository available at **https://www.fortville.in.gov/meetings/**

Upcoming Public Meetings

- Thurs. Aug. 20: RDC
- Tue. Aug. 25: Plan Commission
- Thurs. Aug. 27: BZA
- Tue. Sept. 8: Town Council
- Thurs. Sept. 17: RDC

ADA Accommodations Notice

In compliance with the Americans with Disabilities Act (ADA), the Town of Fortville is committed to ensuring that individuals with disabilities can fully participate in public meetings. Reasonable accommodations or assistance will be provided upon request.
To request accommodations, please contact Andy Williams, Office Manager, at (317) 482-4048 or awilliams@fortville.in.gov at least 48 hours before the scheduled meeting.

1. Meeting Opening

A. Call Meeting to Order
B. Pledge of Allegiance
C. Roll Call
D. Declaration of Quorum
E. The Council will consider **approval of, or edits to, the evening's meeting agenda**.
F. The Council will consider **approval of the minutes of the previous meeting - August 3rd, 2026**

2. Old Business

A. The Council will consider the **2nd Reading of Ordinance 2026-8A**, establishing **Residential Rental Registration**.

3. New Business

A. The Council will consider the **revised 2027 Fire General Fund Budget**.

B. The Council will consider the **BOT Agreement for Landmark & Memorial Parks**.

C. The Council will consider the **MOU Water Agreement with McCordsville**.

D. The Council will consider the **1st Reading of Resolution No. 2026-8_**, approving & adopting a **Parks & Recreational Facilities Naming Rights Policy.**

E. The Council will consider the **1st Reading of Ordinance 2026-8_**, amending the **2026 Salary Ordinance**.

F. The Council will consider the **Commercial Lease Agreement for the Community Center with the Indy Sharks Baseball**.

G. The Council will consider the **Purchase of a Utility Terrain Vehicle (UTV) by the Fortville Police Department**.

H. The Council will consider the **2027 Proposed Budget** presented by Beth Marsh, Bookkeeper Plus.

4. Department Reports

A. Town: Joe Renner
B. Planning & Building: Adam Zaklikowski
C. Parks & Recreation: Heath Luther
D. Community Relations: Andy Williams
E. Police: Chief Patrick Bratton
F. Clerk-Treasurer: Missy Glazier
G. Legal: Alex Intermill | Bose McKinney & Evans LLP

5. Public Comments - 2 minutes per person, unless approved otherwise

6. Council Member Comments

7. Meeting Closure

A. The Council will consider **approval & signing of the accounts payable vouchers**.
B. The Council will consider **adjournment of the meeting**.

TOWN OF FORTVILLE

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ESTABLISHED IN 1865 · TOWN OF FORTVILLE INDIANA · HANCOCK COUNTY

PUBLIC MEETING & GOVERNMENT HOLIDAY CALENDAR - 2026

January

S	M	T	W	T	F	S
				1	2	3
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February

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31						

June

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October

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November

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December

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27	28	29	30	31		

Created: 12.2.2025 - AW

PUBLIC MEETINGS / DATES LEGEND

Town Council | Redevelopment Commission | Plan Commission | Board of Zoning Appeals | Police Commission

= Filing Deadline for Plan Commission & BZA | Office Closed-Gov't Holiday | All public meetings begin a 6:30 pm & held at Town Hall

ORDINANCE NO. 2026-____

AN ORDINANCE ESTABLISHING A REGISTRATION AND INSPECTION PROGRAM FOR RENTAL HOUSING UNITS LOCATED WITHIN THE TOWN OF FORTVILLE, INDIANA

RECITALS

A. The Town Council of the Town of Fortville, Indiana (respectively, the "Town Council" and the "Town") has determined that there exists units of rental housing within the Town, which by reason of their operation, use, or occupancy are likely to affect the public health, safety, and general welfare of the community.

B. The Town Council has determined that it is necessary and desirable to provide for the registration and inspection of rental residential properties within the Town in order to protect the health, safety, and welfare of the residents of the Town.

C. Indiana Code § 36-1-20 empowers municipalities to adopt and enforce a rental registration and inspection program.

NOW THEREFORE, be it ordained by the Town Council of the Town of Fortville, Indiana that:

Section 1. Title XV of the Fortville Code of Ordinances shall be amended to add the following Chapter 157: Rental Housing Registration and Inspection:

RENTAL REGISTRATION AND INSPECTION PROGRAM

§ 157.01 PURPOSE.

The purpose of this chapter is to provide for the registration and inspection of rental residential property and to facilitate the prevention and correction of violations of laws and ordinances pertaining to such properties so as to protect the public health, safety and welfare of the people of the Town including, but not limited to, the following:

(A) To protect the public health and safety by ensuring rental units comply with the Town's building codes, property maintenance codes and the Zoning Ordinance and all other applicable regulations adopted by the State of Indiana or other governmental agency.

(B) To protect the character and stability of residential neighborhoods.

(C) To correct and prevent conditions that adversely affect or are likely to adversely affect safety, general welfare and health of the persons occupying dwellings and buildings.

(D) To prevent the overcrowding of rental units.

(E) To facilitate the enforcement of applicable code requirements for maintenance of existing rental units, as defined below, and thus to prevent slums and blight.

§ 157.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADULT. Every person at least 18 years of age or younger if emancipated.

AGENT. Someone who is legally authorized to act for an Owner.

DWELLING UNIT. The abode of a family; a single unit providing complete, independent facilities for the exclusive use of the household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

FAMILY. Includes all of the following:

(1) An individual;

(2) Two or more individuals related by genetics, marriage, legal adoption, foster care or guardianship, or other comparable relationship established or recognized by law; or

(3) Five or fewer individuals who constitute a relatively permanent functioning group living as a single housekeeping unit.

INSPECTION OFFICER. That municipal officer charged with the primary responsibility of enforcement of the provisions of this chapter. As set out in § 157.12 hereof, the Town Building Inspector, or the Town Manager's designee if the Town Building Inspector position is vacant, shall serve as the Inspection Officer.

OWNER. Any person having a legal or equitable title in a premises.

PERSON. A corporation, firm, partnership, association, organization or any group acting as a unit, as well as a natural person. References in the masculine gender include the feminine and the neuter, in the present tense include the future, and the singular includes the plural.

PREMISES. A lot, plot or parcel of land containing a rental unit or a rental unit community.

REGISTRATION PERMIT. The permit or approval issued by the Town upon registration of each rental unit or rental unit community.

RENTAL UNIT. A rented dwelling unit or rooming unit.

RENTAL UNIT COMMUNITY. One or more parcels of contiguous real property upon which are located one or more structures containing rental units which when combined total or all rental units in all of the structures is five (5) or more rental units and the rental units are not occupied solely by the owner or the owner's family.

ROOMING HOUSE. Any dwelling or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not related by blood or marriage.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

TENANCY AGREEMENT. Includes all agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a rental unit.

TENANT. Any person entitled to occupy a rental unit under a tenancy agreement to the exclusion of others.

§ 157.03 COMPLIANCE REQUIRED; APPLICATION OF CHAPTER.

(A) No person shall occupy or maintain a rental unit within the Town unless in accordance with the provisions of this chapter. This chapter applies to all rental units located within the Town, but shall not apply to the following:

(1) Occupancy in a single-family, owner-occupied dwelling unit.

(2) Occupancy in a "group home" or "institutional residential" as those terms are defined in the Town of Fortville Zoning Ordinance.

(3) Intentionally deleted.

(4) Occupancy by the purchaser of a dwelling unit under a recorded contract of sale.

(5) Transient occupancy in a hotel, motel or other similar lodging.

(6) Any rental unit community that is managed by a professional real estate manager and complies with licensing under Indiana Code §25-34.1-3 et seq.

(B) It shall be the responsibility of each person owning or operating a dwelling unit that said person claims is exempt from this chapter to produce such documentation or other information as may be requested by the Inspection Officer or his designee so as to permit the Inspection Officer or designee to determine whether said dwelling unit is exempt.

§ 157.04 REGISTRATION REQUIRED.

(A) No owner of real estate within the Town shall use said real estate for the purpose of erecting or maintaining a rental unit thereon after July 1, 2026, without registering each rental unit with the Town. All existing rental units shall be registered with the Town between August 1, 2026 and November 1, 2026. The registration shall be affected by furnishing to the Town a complete and accurate application upon forms prescribed by the Town, setting forth the following information:

(1) The legal name of the owners;

(2) Physical address (no P.O. Boxes) of the owners, including phone number and email address.

(3) Street address of the rental unit rental unit community or premises;

(4) If the owner is not a resident of Hancock County, Indiana, or a county contiguous to Hancock County, the name, physical address (no P.O. Boxes), email, telephone number of the owner's agent authorized to receive notification of complaints, damages, emergencies, substandard conditions or other communications, including service of process. Any owner who does not reside in Hancock County, Indiana, or within a 50-mile radius of the Town, shall be required to designate an agent;

(5) Certification by the owner that a Homestead Property Tax Deduction is not being claimed on the property while in use as a rental unit.

(B) The registration application shall be signed by an owner. If an owner is a corporation, limited partnership or limited liability company, any individual given delegated authority under applicable statutes shall be entitled to sign on behalf of an owner. , Whenever the ownership of a rental unit or group or complex of rental units changes, the new owner(s) shall have the responsibility to report the change in ownership to the Town and pay the $5.00 registration fee within 30 days of the change of ownership. Previously issued permits shall automatically expire 30 days following transfer of title to a registered property or change of use(s). Issuance of a permit is not evidence that a property meets the requirements of this chapter or is otherwise fit for human habitation.

(C) Notification to the owner or his or her agent at the address shown on the registration application shall constitute sufficient notice pursuant to any provision of this chapter. Registration of a rental unit shall be evidenced by issuance of a permit. An application for renewal of a permit shall contain the same information as an initial application.

§ 157.05 TENANT INFORMATION.

Each owner of a rental unit shall at all times maintain an up-to-date list containing the names and contact information for all tenants in each rental unit owned or operated by the owner. Each owner shall provide the Town, upon the issuance of an administrative warrant and upon ten (10) days' written notice, any information from such list determined by the Town to be necessary for any valid legal purpose such as an application for an administrative inspection warrant to inspect a rental unit, levying a fine against a tenant, or the giving of any notice to a tenant.

§ 157.06 REGISTRATION FEES.

There shall be a one-time $5.00 registration fee assessed for each rental unit or rental unit community located within the Town. The above-referenced registration fee shall be paid at the time that the owner submits the registration application to the Town. Collection of the $5.00 registration fee shall be waived until November 1, 2026. If the ownership and/or use of the rental unit or rental unit community changes, a new registration and fee shall be filed within 30 days of the change in ownership or use(s) pursuant to § 157.04(B) of this ordinance.

§ 157.07 PERMITS.

For all registered rental units the Town shall issue a permit stating the date of the unit's registration. The owner of each rental unit shall be responsible for continuously maintaining a copy of the permit. Each owner shall provide the Inspection Officer or his or her designee with a copy of the permit upon request.

§ 157.08 COMPLAINT-DRIVEN INSPECTIONS.

(A) Each rental unit and/or premises within the Town is subject to inspection by the Inspection Officer or his or her designee in accordance with this chapter. As of July 1, 2026, whenever the Inspection Officer or his or her designee receives information creating a reasonable belief that a non-exempt rental unit or premises violates any of the standards of this chapter (including non-registration of a rental unit), the Inspection Officer may conduct an inspection of the rental unit or premises.

(B) Unless waived by either the owner or tenant, the following procedure shall be used to obtain entry to rental units and premises about which a complaint has been received for the purpose of inspection. The Inspection Officer shall cause written notice to be mailed to the owner or his or her agent of the rental unit or premise setting forth the date and time scheduled for the inspection together with the appropriate inspection application. The owner or his or her agent shall have ten (10) days from the notice issuance date in which to submit a complete and accurate inspection application to the Inspection Officer. In the inspection application, the owner shall include a current list of tenants for each rental unit to be inspected and shall indicate whether the owner and all tenants consent to an inspection of the rental unit(s) or premises.

(C) The owner shall be responsible for granting access to each rental unit or premises to the Inspection Officer or his or her designee. In the event the owner and/or tenant refuses entry to any given rental unit or premises for inspection pursuant to this chapter, the appropriate court of Hancock County shall be utilized by the Town to obtain an administrative inspection warrant for entry and inspection as provided in this chapter. If the owner and/or tenant does not consent, the Inspection Officer shall request an administrative inspection warrant from a court of appropriate jurisdiction to conduct an inspection of the rental unit to determine whether the rental unit complies with this chapter. The Inspection Officer, or his or her designee, shall conduct an inspection, as authorized by such administrative inspection warrant. The Town Council has determined that the inspections provided in this chapter for rental units constitutes a reasonable method to protect the health, safety, and welfare of its citizens.

§ 157.09 INSPECTION FEES.

In the event that no violations (including non-registration of a rental unit) of this chapter are discovered during the initial inspection, the owner shall not be charged a fee for the inspection. However, in the event that the initial inspection reveals any violation of this chapter for which the owner is responsible the Inspection Officer, or his or her designee, shall issue notice of such violation(s) in writing and the owner shall have 30 days to remedy the same. If the violation or violations are not remedied within the 30 days, the owner shall be charged an inspection fee of $250.00 and may be subject to re-inspection fees if the violations remain uncured. This inspection fee shall be paid by the owner within 30 days of the date of the initial inspection or be subject to additional penalties and collection fees.

§ 157.10 NOTIFICATION OF DEFICIENCIES TO LANDLORD; REINSPECTIONS.

(A) In the event any inspection reveals a deficiency with the application of the codes referenced herein, the Inspection Officer shall within ten days from the date of the inspection notify the owner of the rental unit of the deficiencies. Such notice of deficiencies shall:

(1) Be in writing;

(2) Shall include a description of the real estate sufficient for identification;

(3) State the reason or reasons why the notice is being issued including a reference to any sections of the relevant ordinance, law, and/or regulation that have been violated;

(4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the rental unit or structure into compliance with provisions of this subchapter; and

(5) Include an explanation of the owner's right to seek modification or withdrawal of the notice by petition to the Town Council.

(B) The notice prescribed above shall be deemed to be properly served upon the owner or his or her agent at the address shown on the registration application.

(C) A re-inspection shall be conducted after the end of the above-referenced compliance time frame. If the Inspection Officer finds that compliance with all noted violations has not been accomplished, the Inspection Officer may commence proceedings to issue a daily fine for such non-compliance.

(D) The first re-inspection performed after the expiration of the compliance time frame shall be assessed a fee of $250.00 per rental unit to be inspected. All further re-inspections necessitated by the continued existence of violations shall be assessed a fee of $500.00 per rental unit to be inspected.

§ 157.11 PROBATION, SUSPENSION OR REVOCATION OF PERMITS.

(A) Probation. Based upon charges filed by the Inspection Officer, the Town Council may, if it finds the charges to be true, impose up to three-year probation, during which any additional violations may result in the suspension or revocation of the permit, for any premises found to be under the following circumstances:

(1) If there is an adjudication of two or more violations of the Town Code or Indiana Criminal Code for a rental unit within one year, unless the owner was the party reporting the violation or, unless the owner or owner's agent has begun proceedings to evict the tenants; (unless an eviction is prohibited by Indiana Code, including but not limited to IC 32-31-9);

(2) An adjudication that the owner, owner's agent or person acting on behalf of the owner has violated § 157.13 of this chapter.

(B) Suspension. Based upon charges filed by the Inspection Officer, the Town Council may, if it finds the charges to be true, impose up to a 120-day suspension of the permit for any premises found to be under the following circumstances:

(1) An adjudication that the owner, owner's agent, or person acting on behalf of the owner has:

(a) Knowingly violated the maximum occupancy provisions set forth in applicable Indiana and/or federal law or regulations;

(b) Illegally used or allowed the illegal use of non-habitable or non-occupiable space;

(c) Illegally converted space to occupiable or habitable use or illegally added an additional rental unit to the premises without notifying the Town;

(d) Violated the provisions of § 157.04 (rental permit required);

(e) Failed to correct any code violation at the property affecting health and safety within the time allowed;

(f) Provided the Inspection Officer or his or her designee with any false or materially incomplete information in connection with the property or the permit.

The suspension will preclude the continued rental of the rental unit for which the permit was revoked and shall begin upon the vacation of the rental unit. The owner shall take all legal steps necessary to ensure the rental unit is vacated as soon as possible after the issuance of a suspension under this section. The suspension of a permit for one rental unit shall not automatically suspend the permit for all rental units in a rental unit community.

(C) Revocation. Based upon charges filed by the Inspection Officer, the Town Council may, if it finds the charges to be true, permanently revoke the permit for a rental unit under the following circumstances:

(1) Any occupancy during or payment of rent for the period of any suspension under § 157.11(B); or

(2) Within three years after suspension, any further occurrence or violation that would be grounds for a suspension of the permit.

(D) The Inspection Officer shall prepare and file charges, including proposed penalties, with the Town Council specifying the specific violation and relief requested. Such charges, proposed penalties, and notice of a hearing shall be served upon the owner or his or her agent by certified mail, return receipt requested to the address of record.

(E) The Town Council shall set a date for hearing of the charges, not less than ten days after mailing of the notice. The Town Council shall hear the evidence and argument of the Inspection Officer and the owner. After the hearing, the Town Council shall make a written decision supported by findings. The decision of the Town Council may be appealed to a court of general jurisdiction in Hancock County within 30 days of the decision.

(F) Following the permanent revocation of a permit by the Town Council, and after any penalties have been paid in full, an owner may apply to the Town for the issuance of a new permit. As part of the application process for a new permit the owner shall permit the Inspection Officer to inspect each rental unit wherein the permit was previously revoked to determine compliance with the requirements of this chapter.

§ 157.12 INSPECTION OFFICER.

The Town Building Inspector, or the Town Manager's designee if the position of Building Inspector is vacant, shall act as the Inspection Officer. The decisions of the Inspection Officer may be appealed to the Town Council on petition filed with the Board within 20 days after hand delivery or mailing, whichever occurs first, of the Inspection Officer's decision.

§ 157.13 TRUTH IN ADVERTISING.

(A) No owner of a rental unit shall incorrectly represent in any advertisement, sign, or other written or oral form, including on social media or the internet, the occupancy limits of the rental unit.

(B) No tenant of a rental unit advertising for sublease shall incorrectly represent in any advertisement, sign, or other written or oral form, the occupancy limits of the rental unit.

§ 157.14 INTENTIONALLY OMITTED.

§ 157.15 RENTAL HOUSING FUND ESTABLISHED.

(A) The Town Council hereby establishes a Rental Housing Fund.

(B) The Inspection Officer and/or his or her designee(s) shall be named and have the authority for the collection, allocation and expenditure (as approved by the Town Council) of all costs associated with the administration of the rental housing program.

§ 157.99 PENALTY.

In addition to probation, suspension and revocation of a permit as set forth in § 157.11 of this chapter, the Town Council may impose the following penalties on any and all persons found to be in violation of this chapter:

(A) For submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, a fine of up to $1,000.00, unless the violator has been convicted of a previous violation for submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, in which case the fine may be up to $2,500;

(B) For failure to maintain a rental permit pursuant to § 157.07, a fine of up to $500, unless the violator has been convicted of a previous violation for failing to maintain a rental permite, in which case the fine shall be up to $1,000;

(C) For failure to timely sign or submit a complete registration application, any tenant information requested pursuant to § 157.05 or an inspection application, a fine of up to $100, each day a violation of this provision exists or continues to exist constituting separate and distinct violation of this chapter;

(D) Intentionally deleted.

(E) For rental of any rental unit without first obtaining or continuing to have a valid permit, a fine of up to $100, unless the violator has been convicted of previous violation involving renting without a permit, in which case the fine shall be up to $500, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;

(F) Intentionally deleted.

(G) For violation of any other provision of this chapter, a fine of up to $100, for each day after which a correction was to be made pursuant to § 157.10(A)(4).

SECTION 14. Any Section or Subsection of the Fortville Town Code that is not specifically amended or restated herein remains in full force and effect.

SECTION 15. If any provision in this Ordinance is declared invalid, the remaining provisions of the Ordinance shall remain in full force and effect.

SECTION 16. Any ordinances or provisions thereof that are inconsistent with this Ordinance are hereby superseded.

[Signature Page Follows]

Introduced and filed on the _____ day of ___________, 2026.

Duly ordained and passed this ______day of ____________, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:	Voting Opposed:
____________________________	____________________________
Tonya Davis, President	Tonya Davis, President
____________________________	____________________________
Ryan Rummell, Vice President	Ryan Rummell, Vice President
____________________________	____________________________
Frederick "Fritz" Fentz	Frederick "Fritz" Fentz
____________________________	____________________________
Elizabeth Wyatt	Elizabeth Wyatt
____________________________	____________________________
Sean Morgan	Sean Morgan

ATTEST:

____
Melissa Glazier
Clerk-Treasurer

ORDINANCE NO. 2026-____

AN ORDINANCE ESTABLISHING A REGISTRATION AND INSPECTION PROGRAM FOR RENTAL HOUSING UNITS LOCATED WITHIN THE TOWN OF FORTVILLE, INDIANA

RECITALS

A. The Town Council of the Town of Fortville, Indiana (respectively, the "Town Council" and the "Town") has determined that there exists units of rental housing within the Town, which by reason of their operation, use, or occupancy are likely to affect the public health, safety, and general welfare of the community.

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NOW THEREFORE, be it ordained by the Town Council of the Town of Fortville, Indiana that:

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RENTAL REGISTRATION AND INSPECTION PROGRAM

§ 157.01 PURPOSE.

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(A) To protect the public health and safety by ensuring rental units comply with the Town's building codes, property maintenance codes and the Zoning Ordinance and all other applicable regulations adopted by the State of Indiana or other governmental agency.

(B) To protect the character and stability of residential neighborhoods.

(C) To correct and prevent conditions that adversely affect or are likely to adversely affect safety, general welfare and health of the persons occupying dwellings and buildings.

(D) To prevent the overcrowding of rental units.

(E) To facilitate the enforcement of ~~minimum standards~~applicable code requirements for maintenance of existing ~~residential~~ rental units, as defined below, and thus to prevent slums and blight.

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(2) Two or more individuals related by genetics, marriage, legal adoption, foster care or guardianship, or other comparable relationship established or recognized by law; or

(3) Five or fewer individuals who constitute a relatively permanent functioning group living as a single housekeeping unit.

~~HABITABLE ROOM. Any room meeting the requirements of this chapter for sleeping, living, or dining purposes excluding such enclosed places as closets, pantries, bath or toilet rooms, hallways, laundries, storage places, utility rooms and similar spaces.~~

INSPECTION OFFICER. That municipal officer charged with the primary responsibility of enforcement of the provisions of this chapter. As set out in § 157.12 hereof, the Town Building Inspector, or the Town Manager's designee if the Town Building Inspector position is vacant, shall serve as the Inspection Officer.

~~MULTI-FAMILY DWELLING. A residential building designed for, or modified to accommodate, more than one independent rental unit.~~

OWNER. Any person having a legal or equitable title in a ~~rental building or~~ premises.

PERSON. A corporation, firm, partnership, association, organization or any group acting as a unit, as well as a natural person. References in the masculine gender include the feminine and the neuter, in the present tense include the future, and the singular includes the plural.

PREMISES. A lot, plot or parcel of land containing a rental ~~building~~unit or a rental unit community.

REGISTRATION PERMIT. The permit or approval issued by the Town upon registration of each rental unit or rental unit community.

~~RENTAL BUILDING. A building containing one or more rental units.~~

RENTAL UNIT. A rented dwelling unit or rooming unit.

RENTAL UNIT COMMUNITY. One or more parcels of contiguous real property upon which are located one or more structures containing rental units which when combined total or all rental units in all of the structures is five (5) or more rental units and the rental units are not occupied solely by the owner or the owner's family.

ROOMING HOUSE. Any dwelling or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not related by blood or marriage.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

TENANCY AGREEMENT. Includes all agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a rental unit.

TENANT. Any person entitled to occupy a rental unit under a tenancy agreement to the exclusion of others.

§ 157.03 COMPLIANCE REQUIRED; APPLICATION OF CHAPTER.

(A) No person shall occupy or maintain a rental unit within the Town unless in accordance with the provisions of this chapter. This chapter applies to all rental units located within the Town, but shall not apply to the following:

(1) Occupancy in a single-family, owner-occupied dwelling unit.

(2) Occupancy in a "group home" or "institutional residential" as those terms are defined in the Town of Fortville Zoning Ordinance.

(3) ~~Occupancy in federally subsidized and owned housing complexes which have multiple on-site units and which are owned and maintained by the federal government or local housing authority, or scattered site Section 8 housing units administered by a local housing authority.~~ Intentionally deleted.

(4) Occupancy by the purchaser of a dwelling unit under a recorded contract of sale.

(5) Transient occupancy in a hotel, motel or other similar lodging.

(6) Any rental unit community that is managed by a professional real estate manager and complies with licensing under Indiana Code §25-34.1-3 et seq.

(B) It shall be the responsibility of each person owning or operating a dwelling unit that said person claims is exempt from this chapter to produce such documentation or other information as may be requested by the Inspection Officer or his designee so as to permit the Inspection Officer or designee to determine whether said dwelling unit is exempt.

§ 157.04 REGISTRATION REQUIRED.

(A) No owner of real estate within the Town shall use said real estate for the purpose of erecting or maintaining a rental unit thereon after July 1, 2026, without registering each rental unit with the Town. All existing rental units ~~and commercial buildings~~ shall be registered with the Town between August 1, 2026 and November 1, 2026. The registration shall be affected by furnishing to the Town a complete and accurate application upon forms prescribed by the Town, setting forth the following information:

(1) The legal name of ~~all~~the owners;

(2) Physical address (no P.O. Boxes) of ~~all~~the owners, including phone number and email address.

(3) Street address of the rental unit rental unit community or premises;

(4) If the owner is not a resident of Hancock County, Indiana, or a county contiguous to Hancock County, the name, physical address (no P.O. Boxes), email, telephone number of the owner's agent authorized to receive notification of complaints, damages, emergencies, substandard conditions or other communications, including service of process. Any owner who does not reside in Hancock County, Indiana, or within a 50-mile radius of the Town, shall be required to designate an agent;

(5) ~~Verification~~Certification by the owner that a Homestead Property Tax Deduction is not being claimed on the property while in use as a ~~residential~~ rental unit.

(B) The registration application shall be signed by ~~all owners, including the individual partners, shareholders, members, other individuals with an ownership interest in a corporation, company, or other entity that holds title to the rental unit.~~an owner. If an owner is a corporation, limited partnership or limited liability company, any individual given delegated authority under applicable statutes shall be entitled to sign on behalf of an owner. , Whenever the ownership of a rental unit or group or complex of rental units changes, the new owner(s) shall have the responsibility to report the change in ownership to the Town and pay the $5.00 registration fee within 30 days of the change of ownership. Previously issued ~~registration~~ permits shall automatically expire 30 days following transfer of title to a registered property or change of use(s). ~~A registration permit shall otherwise remain in effect until suspended or revoked as set forth in this chapter.~~ Issuance of a ~~registration~~ permit is not evidence that a property meets the requirements of this chapter or is otherwise fit for human habitation.

(C) Notification to the owner or his or her agent at the address shown on the registration application shall constitute sufficient notice pursuant to any provision of this chapter. Registration of a rental unit shall be evidenced by issuance of a ~~registration~~ permit. An application for renewal of a ~~registration~~ permit shall contain the same information as an initial application.

§ 157.05 TENANT INFORMATION.

Each owner of a rental unit shall at all times maintain an up-to-date list containing the names and contact information for all tenants in each rental unit owned or operated by the owner. Each owner shall provide the Town, upon the issuance of an administrative warrant and upon ten (10) days' written notice, any information from such list determined by the Town to be necessary for any valid legal purpose such as an application for an administrative inspection warrant to inspect a rental unit, levying a fine against a tenant, or the giving of any notice to a tenant.

§ 157.06 REGISTRATION ~~PERMIT~~ FEES.

There shall be a one-time $5.00 registration fee assessed for each rental unit or rental unit community located within the Town. The above-referenced registration fee shall be paid at the time that the owner submits the registration application to the Town. Collection of the $5.00 registration fee shall be waived until November 1, 2026. If the ownership and/or use of the rental unit or rental unit community changes, a new registration and fee shall be filed within 30 days of the change in ownership or use(s) pursuant to § 157.04(B) of this ordinance.

§ 157.07 ~~REGISTRATION~~ PERMITS.

For all registered rental units the Town shall issue a ~~certificate~~permit stating the date of the unit's registration. The owner of each rental unit shall be responsible for continuously maintaining a copy of the ~~certificate~~permit. Each owner shall provide the Inspection Officer or his or her designee with a copy of the ~~certificate~~permit upon request.

§ 157.08 COMPLAINT-DRIVEN INSPECTIONS.

(A) Each rental unit and/or premises within the Town is subject to inspection by the Inspection Officer or his or her designee in accordance with this chapter. As of July 1, 2026, whenever the Inspection Officer or his or her designee receives information creating a reasonable belief that a non-exempt rental unit or premises violates any of the standards of this chapter (including non-registration of a rental unit), the Inspection Officer may conduct an inspection of the rental unit or premises.

(B) Unless waived by either the owner or tenant, the following procedure shall be used to obtain entry to rental units and premises about which a complaint has been received for the purpose of inspection. The Inspection Officer shall cause written notice to be mailed to the owner or his or her agent of the rental unit or premise setting forth the date and time scheduled for the inspection together with the appropriate inspection application. The owner or his or her agent shall have ten (10) days from the notice issuance date in which to submit a complete and accurate inspection application to the Inspection Officer. In the inspection application, the owner shall include a current list of tenants for each rental unit to be inspected and shall indicate whether the owner and all tenants consent to an inspection of the rental unit(s) or premises.

(C) The owner shall be responsible for granting access to each rental unit or premises to the Inspection Officer or his or her designee. In the event the owner and/or tenant refuses entry to any given rental unit or premises for inspection pursuant to this chapter, the appropriate court of Hancock County shall be utilized by the Town to obtain an administrative inspection warrant for entry and inspection as provided in this chapter. If the owner and/or tenant does not consent, the Inspection Officer shall request an administrative inspection warrant from a court of appropriate jurisdiction to conduct an inspection of the rental unit to determine whether the rental unit complies with this chapter. The Inspection Officer, or his or her designee, shall conduct an inspection, as authorized by such administrative inspection warrant. The Town Council has determined that the inspections provided in this chapter for ~~all~~ rental units constitutes a reasonable method to protect the health, safety, and welfare of its citizens.

§ 157.09 INSPECTION FEES.

In the event that no violations (including non-registration of a rental unit) of this chapter are discovered during the initial inspection, the owner shall not be charged a fee for the inspection. However, in the event that the initial inspection reveals any violation of this chapter for which the owner is responsible the Inspection Officer, or his or her designee, shall issue notice of such violation(s) in writing and the owner shall have 30 days to remedy the same. If the violation or violations are not remedied within the 30 days, the owner shall be charged an inspection fee of $250.00 and may be subject to re-inspection fees if the violations remain uncured. This inspection fee shall be paid by the owner within 30 days of the date of the initial inspection or be subject to additional penalties and collection fees.

§ 157.10 NOTIFICATION OF DEFICIENCIES TO LANDLORD; REINSPECTIONS.

(A) In the event any inspection reveals a deficiency with the application of the codes referenced herein, the Inspection Officer shall within ten days from the date of the inspection notify the owner of the rental unit of the deficiencies. Such notice of deficiencies shall:

(1) Be in writing;

(2) Shall include a description of the real estate sufficient for identification;

(3) State the reason or reasons why the notice is being issued including a reference to any sections of the relevant ordinance, law, and/or regulation that have been violated;

(4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the ~~dwelling~~rental unit or structure into compliance with provisions of this subchapter; and

(5) Include an explanation of the owner's right to seek modification or withdrawal of the notice by petition to the Town Council.

(B) The notice prescribed above shall be deemed to be properly served upon the owner or his or her agent at the address shown on the registration application.

(C) A re-inspection shall be conducted after the end of the above-referenced compliance time frame. If the Inspection Officer finds that compliance with all noted violations has not been accomplished, the Inspection Officer may commence proceedings to ~~suspend and/or revoke the registration permit for the premises~~issue a daily fine for such non-compliance.

(D) The first re-inspection performed after the expiration of the compliance time frame shall be assessed a fee of $250.00 per rental unit to be inspected. All further re-inspections necessitated by the continued existence of violations shall be assessed a fee of $500.00 per rental unit to be inspected. ~~No registration permits shall be issued until the fees are paid in full.~~

§ 157.11 PROBATION, SUSPENSION OR REVOCATION OF ~~REGISTRATION~~ PERMITS.

(A) Probation. Based upon charges filed by the Inspection Officer, the Town Council may, if it finds the charges to be true, impose up to three-year probation, during which any additional violations may result in the suspension or revocation of the ~~registration~~ permit, for any premises found to be under the following circumstances:

(1) If there is an adjudication of two or more violations of the Town Code or Indiana Criminal Code ~~on the property~~for a rental unit within one year, unless the owner was the party reporting the violation or, unless the owner or owner's agent has ~~evicted~~begun proceedings to evict the tenants; (unless an eviction is prohibited by Indiana Code, including but not limited to IC 32-31-9);

(2) An adjudication that the owner, owner's agent or person acting on behalf of the owner has violated § 157.13 ~~or § 157.14~~ of this chapter.

(B) Suspension. Based upon charges filed by the Inspection Officer, the Town Council may, if it finds the charges to be true, impose up to a 120-day suspension of the ~~registration~~ permit for any premises found to be under the following circumstances:

~~(1) One or more additional bases exist that would support the imposition or probation within one year of any other sanctions being imposed under this section and the owner has not taken appropriate corrective action.~~

(~~2~~1) An adjudication that the owner, owner's agent, or person acting on behalf of the owner has:

(a) Knowingly violated the maximum occupancy provisions set forth in ~~the rental housing code~~applicable Indiana and/or federal law or regulations;

(b) Illegally used or allowed the illegal use of non-habitable or non-occupiable space;

(c) Illegally converted space to occupiable or habitable use or illegally added an additional rental unit to the ~~property~~premises without notifying the Town;

(d) Violated the provisions of § 157.04 (rental ~~certificate~~permit required);

(e) Failed to correct any code violation at the property affecting health and safety within the time allowed;

(f) Provided the Inspection Officer or his or her designee with any false or materially incomplete information in connection with the property or the ~~registration~~ permit.

The suspension will preclude the continued rental of the ~~premises~~rental unit for which the ~~registration~~ permit was revoked and shall begin upon the vacation of the rental unit. The owner shall take all legal steps necessary to ensure the rental unit is vacated as soon as possible after the issuance of a suspension under this section. The suspension of a permit for one rental unit shall not automatically suspend the permit for all rental units in a rental unit community.

(C) Revocation. Based upon charges filed by the Inspection Officer, the Town Council may, if it finds the charges to be true, permanently revoke the ~~registration~~ permit for ~~any premises~~a rental unit under the following circumstances:

(1) Any occupancy during or payment of rent for the period of any suspension under § 157.11(B); or

(2) Within three years after suspension, any further occurrence or violation that would be grounds for a suspension of the ~~registration~~ permit.

(D) The Inspection Officer shall prepare and file charges, including proposed penalties, with the Town Council specifying the specific violation and relief requested. Such charges, proposed penalties, and notice of a hearing shall be served upon the owner or his or her agent by certified mail, return receipt requested to the address of record.

(E) The Town Council shall set a date for hearing of the charges, not less than ten days after mailing of the notice. The Town Council shall hear the evidence and argument of the Inspection

Officer and the owner. After the hearing, the Town Council shall make a written decision supported by findings. The decision of the Town Council may be appealed to a court of general jurisdiction in Hancock County within 30 days of the decision.

(F) Following the permanent revocation of a ~~registration~~ permit by the Town Council, and after any penalties have been paid in full, an owner may apply to the Town for the issuance of a new ~~registration~~ permit. As part of the application process for a new ~~registration~~ permit the owner shall permit the Inspection Officer to inspect each rental unit ~~and/or premises~~ wherein the ~~registration~~ permit was previously revoked to determine compliance with the requirements of this chapter.

§ 157.12 INSPECTION OFFICER.

The Town Building Inspector, or the Town Manager's designee if the position of Building Inspector is vacant, shall act as the Inspection Officer. The decisions of the Inspection Officer may be appealed to the Town Council on petition filed with the Board within 20 days after hand delivery or mailing, whichever occurs first, of the Inspection Officer's decision.

§ 157.13 TRUTH IN ADVERTISING.

(A) No owner of a rental unit shall incorrectly represent in any advertisement, sign, or other written or oral form, including on social media or the internet, the occupancy limits of the rental unit.

(B) No tenant of a rental unit advertising for sublease shall incorrectly represent in any advertisement, sign, or other written or oral form, the occupancy limits of the rental unit.

§ 157.14 ~~RETALIATORY EVICTION PROHIBITED~~INTENTIONALLY OMITTED.

~~It shall be a violation of this chapter if a court of competent jurisdiction determines that any owner or his or her agent brought or threatened to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting an inspection of a rental unit.~~

§ 157.15 RENTAL HOUSING FUND ESTABLISHED.

(A) The Town Council hereby establishes a Rental Housing Fund.

(B) The Inspection Officer and/or his or her designee(s) shall be named and have the authority for the collection, allocation and expenditure (as approved by the Town Council) of all costs associated with the administration of the rental housing program.

§ 157.99 PENALTY.

In addition to probation, suspension and revocation of a ~~registration~~ permit as set forth in § 157.11 of this chapter, the Town Council may impose the following penalties on any and all persons found to be in violation of this chapter:

(A) For submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, a fine of up to $~~1000.00~~1,000.00, unless the violator has been convicted of a previous violation for submitting any other false or materially incomplete information on an application or any other information submitted under this chapter, in which case the fine may be up to $2,500;

(B) For failure to maintain a rental ~~certificate~~permit pursuant to § 157.07, a fine of up to $500, unless the violator has been convicted of a previous violation for failing to maintain a rental ~~certificate~~permite, in which case the fine shall be up to $1,000;

(C) For failure to timely sign or submit a complete registration application, any tenant information requested pursuant to § 157.05 or an inspection application, a fine of up to $100, each day a violation of this provision exists or continues to exist constituting separate and distinct violation of this chapter;

(D) ~~For knowingly committing, permitting or allowing any overoccupancy as set forth in § 157.43, a fine of up to $200, unless the violator has been convicted of a previous violation involving overoccupancy, in which case the fine shall be up to $1,000, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;~~Intentionally deleted.

(E) For rental of any ~~dwelling~~rental unit without first obtaining or continuing to have a valid ~~registration~~ permit, a fine of up to $100, unless the violator has been convicted of previous violation involving renting without a ~~registration~~ permit, in which case the fine shall be up to $500, with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of this chapter;

(F) ~~For bringing or threatening to bring an action for possession of a rental until for the purpose of retaliating against a tenant for requesting an inspection of a rental unit in violation of § 157.14, a fine of up to $2,500;~~Intentionally deleted.

(G) For violation of any other provision of this chapter, a fine of up to $100, for each day after which a correction was to be made pursuant to § 157.10(A)(4).

SECTION 14. Any Section or Subsection of the Fortville Town Code that is not specifically amended or restated herein remains in full force and effect.

SECTION 15. If any provision in this Ordinance is declared invalid, the remaining provisions of the Ordinance shall remain in full force and effect.

SECTION 16. Any ordinances or provisions thereof that are inconsistent with this Ordinance are hereby superseded.

[Signature Page Follows]

Introduced and filed on the _____ day of ___________, 2026.

Duly ordained and passed this ______day of ____________, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:	Voting Opposed:
______________________________	______________________________
Tonya Davis, President	Tonya Davis, President
______________________________	______________________________
Ryan Rummell, Vice President	Ryan Rummell, Vice President
______________________________	______________________________
Frederick "Fritz" Fentz	Frederick "Fritz" Fentz
______________________________	______________________________
Elizabeth Wyatt	Elizabeth Wyatt
______________________________	______________________________
Sean Morgan	Sean Morgan

ATTEST:

____
Melissa Glazier
Clerk-Treasurer

Summary report: **Litera Compare for Word 11.9.1.1 Document comparison done on 7/31/2026 8:48:09 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://work.boselaw.com/DT1/5159503/4	
Modified DMS: iw://work.boselaw.com/DT1/5159503/6	
Changes:	
Add	44
~~Delete~~	61
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	105

2027 Budget	**Budget Goal**	**$7,564,739**
	difference	**$52,960**
Line Item	**Proposed**	**$7,511,779**
Personal Services	$ 6,471,479.18	85.55%
Supplies	$ 301,000.00	3.98%
Contractual Services	$ 639,300.00	8.45%
Capital	$ 100,000.00	1.32%

1	**Personnel Services**
Total Base	$3,806,419.00
Overtime	$524,183.00
Part-time	$0.00
Officer Rideout & Special Projects	$13,250.00
Holiday	$9,000.00
PERF	$921,157.00
Social Security	$268,497.00
Medicare	$61,383.00
Insurance (Health, Dental, Vision & Life)	$703,515.00
Clinic	$31,800.00
HRA Distribution	$45,000.00
HSA	$47,275.00
Miscellaneous Personnel	$40,000.00
TOTAL	**$6,471,479.00**

2	**Supplies**	
2AA	EMS Supplies	$ 100,000.00
2AB	Operation Supplies	$ 64,000.00
2AC	Station Supplies	$ 17,000.00
2AD	Uniforms/PPE	$ 43,000.00
2AE	Fuel	$ 67,000.00
2AF	Repair Supplies	$ 10,000.00
	Total	**$ 301,000.00**

3	**Contractual**	
3AA	EMS Equipment	$3,500.00
3AB	Professional Services	$90,000.00
3AD	MedBill	$62,000.00
3AE	EMS Reimbursement	$0.00
3BA	Building/Inland Marine	$85,000.00
3BB	Provident	$21,000.00
3BC	Workers Compensation	$60,000.00
3CA	Apparatus and Building Repairs	$100,000.00
3CB	**Lawn Care**	$2,000.00
3CC	Annual Testing (Hose, Pump, Ladder, Cascade, Meter	$16,000.00
3CD	EMS Equipment Maintenance	$19,500.00
3DA	Electric	$37,500.00
3DB	Gas	$12,500.00
3DC	Water	$13,500.00
3DD	Trash	$4,500.00
3DE	Cellular	$9,800.00
3DF	Internet	$4,500.00
3DG	WiFi	$0.00
3DH	Door Security	$1,500.00
3EA	Training	$30,000.00
3FA	Professional Associations/Subscriptions	$1,500.00
3HA	Incumbent Physicals	$20,000.00
3IA	Subscription/Maintenance Fees	$45,000.00
	Total	**$639,300.00**

	Capital 2027
IT Capital	$ 25,000.00
Fire Capital	$ 50,000.00
EMS Capital	$ 25,000.00
Total	**$ 100,000.00**

		Original 2027 Budget			Final 2027 Budget	% Change
	Budget Goal	**$7,115,683**			**$7,564,739**	**6%**
	difference	**-$204,266**			**$52,960**	
Line Item	**Proposed**	**$7,319,949**			**$7,511,779**	**3%**
Personal Services	$ 6,329,649.27	88.95%	$	6,471,497	85.55%	**2%**
Supplies	$ 301,000.00	4.23%	$	301,000	3.98%	**0%**
Contractual Services	$ 639,300.00	8.98%	$	639,300	8.45%	**0%**
Capital	$ 50,000.00	0.70%	$	100,000	1.32%	**100%**

PUBLIC PRIVATE AGREEMENT

LANDMARK PARK (BOT)

This Public Private Agreement [LANDMARK PARK (BOT)] (the "**Agreement**") is executed this 17th day of August, 2026 (the "**Effective Date**"), by and between Reynolds Construction, LLC, (the "**Developer**"), and the Town of Fortville, Indiana (the "**Owner**") (collectively, "**Party**" or "**Parties**").

Recitals

WHEREAS, the Owner has adopted the necessary resolution to enable the Owner to procure projects via Indiana Code §5–23 *et seq.* (the "**Act**");

WHEREAS, the Act grants the Owner the authority to enter into agreements with private entities for the planning, design, development, reconstruction, or repair of any public facility;

WHEREAS, pursuant to the Act, the Owner, acting by and through its Town Council (the "**Council**"), issued a Request for Proposals and Qualifications to Design, Build, Operate, and Transfer the Project Through a Public Private Agreement on July 17th, 2025 (the "**RFPQ**");

WHEREAS, on August 1st, 2025, the Owner received one (1) responses to the RFPQ;

WHEREAS, after conducting a thorough analysis of all responses to the RFPQ, the Owner's evaluation committee (the "**Committee**") determined that the Developer's proposal met the selection criteria set forth in the RFPQ and on August 18th, 2025 recommended to the Owner that a public private agreement be awarded to Developer;

WHEREAS, as required by the Act, after receiving the recommendation of the Committee and after publishing notice on August 25th, 2025, and after making the RFPQ documents available at the Town Hall for public viewing from August 2nd, 2025, to September 1st 2026, the **Board** held a public hearing on September 2, 2025, at the Town Hall at which it accepted the recommendation of the Committee that the Developer should be selected to deliver the Project and authorized execution of this Agreement;

WHEREAS, this Agreement, along with any Ancillary Agreements (as hereinafter defined), collectively constitute a public-private agreement as contemplated under the Act, and is hereby entered into in accordance with the Act and the provisions of the RFPQ;

WHEREAS, the Owner and the Developer desire to enter into this Agreement to formalize the terms and conditions upon which the Project shall be delivered.

<u>**Agreement**</u>

1. Defined Terms.

Act shall mean Ind. Code §5-23-3 *et. seq*.

Agreement shall mean this contractual agreement pursuant to which Owner shall purchase from Developer and Developer shall convey to Owner the completed Project upon the expiration of the Operating Period pursuant to a combination Quitclaim Deed and Completion Certificate and/or Release of Easement and Completion Certificate in a form substantially similar to that which is attached as <u>**Exhibit G**</u> and/or <u>**Exhibit H**</u> hereto.

Ancillary Agreements shall mean the agreements necessary to complete the Project, which may include but shall not be limited to Development Easements, Disbursement Agreements, and if applicable, financing documents.

Assessments shall mean all general and special governmental and utility assessments levied on, against, or with respect to the Project Site.

Available Funds shall mean the Owner funds to be used for the design, development, and construction of the Project.

Bonds shall mean surety bonds provided on behalf of Developer for the construction of the Project, specifically: (a) a performance bond in the amount of 100% of the portion of the respective Project Budget for the construction of the respective Project; and (b) payment bond for 100% of the respective Project Budget; including any Contingency, consulting, construction management, and/or developer fees. The Bonds shall be effective within thirty (30) days of the respective Notice to Proceed.

Books and Records shall mean all of the books and records pertaining to: (a) the acquisition of materials to construct, and the construction of, the Project in accordance with this Agreement and (b) the operating of the completed Project during the Operating Period.

Change Order shall mean a change order executed by Developer and Owner finalizing the inclusion into the Final Plans of a change proposed in a Change Order Request, which change has been approved; provided that, in the case of a Permitted Change, such change order shall be effective if executed only by Developer.

Change Order Request shall mean a written request for a change to Final Plans.

Claims shall mean claims, judgments, damages, liabilities, injuries, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees).

Closing shall mean the date on which the Developer: (a) executes the Ancillary Documents; and (b) the Available Funds are available for disbursement pursuant to this Agreement and the Disbursement Agreement and/or the Trust Indenture, as the case may be and (c) the Owner provides Notice to Proceed. At the Closing, the Developer and Owner shall execute the Closing Documents.

Closing Date shall mean the date of the Closing.

Closing Documents shall mean the documents described in Section 7.

Construction Commencement shall mean the date construction commences on the Project.

Construction Commencement Notice shall mean the written notice of the respective Construction Commencement provided by Developer to Owner.

Construction Drawings shall mean construction drawings consistent with the Design Development Documents and the Laws.

Construction Manager/Superintendent shall mean an employee of the Developer, its affiliate, or the respective General Contractor that shall fulfill the requirements of Section 5(b).

Construction Schedule shall mean a reasonably detailed schedule for construction of the Project, which shall cause such Project to be completed no later than the dates listed in the respective GMP Reports and Construction Schedule.

Construction Trade shall mean any trade or other discrete aspect of construction of the Project.

Contingency shall be as defined in the GMP Report. At the conclusion of the project, any unused contingency shall distributed to the Owner.

Cure Period shall mean a period of thirty (30) days after a Party failing to perform or observe any term or condition of this Agreement to be performed or observed by it receives notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within thirty (30) days, despite the exercise of reasonably diligent efforts, then the thirty (30)-day period shall be extended as reasonably may be necessary for the defaulting Party to remedy the failure, so long as the defaulting Party: (a) commences to remedy the failure within the thirty (30)-day period; and (b) diligently pursues such remedy to completion.

Design Development Documents shall mean reasonably detailed design development drawings provided by the Owner that are consistent with the Schematic Design Drawings and the Laws.

Development Easement shall mean the access and construction easement on the Project Site granted by Owner in favor of Developer for the purpose of constructing the Project.

Development Work shall mean the work to be performed by Developer in accordance with the terms of this Agreement as detailed in the Final Documents and Drawings and GMP Report. The Development Work shall specifically exclude any and all design work. The design is the exclusive responsibility of the Owner.

Disbursing Agent shall mean the Owner, unless Developer and Owner expressly agree to identify another disbursing agent.

Disbursement Agreement shall mean an agreement executed by and between Owner and Developer that shall outline the process for approval and payment of Disbursement Requests.

Disbursement Request shall mean a written request by Developer for a disbursement of Available Funds, which request shall: (a) specify the total amount of Available Funds being requested; (b) include invoices to be paid (or amounts to be reimbursed to Developer) with the disbursed funds; and (c) include such supporting documentation as would be required for Developer to obtain a disbursement of construction loan proceeds (other than any supporting documentation: (i) specific to investment of Developer equity; or (ii) related to updating any policy of title insurance).

Documentation Costs shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating: (a) this Agreement; and (b) any other documents contemplated by this Agreement to be executed in connection with the Project.

Easement Agreement shall mean an agreement pursuant to which the Owner grants to Developer a temporary construction easement to construct the Project on the Project Site in accordance with the terms and conditions of this Agreement substantially in the form attached hereto as **Exhibit H**.

Encumbrances shall mean any Liens, leases, mortgages, security interests, charges, judgments, judicial awards, attachment or encumbrance of any kind with respect to the Project.

Engineer of Record shall mean a firm engaged by the Developer which employs persons licensed to practice engineering in Indiana who have or will have prepared, signed, and sealed the Final Plans for a Project.

Event of Default shall have the meaning set forth in Subsection 18(a).

E-Verify Program shall mean: (a) the program currently operated by the U.S. Department of Homeland Security that electronically confirms an individual's eligibility to work in the United States, authority for which is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, P.L. 104-208, 110 Stat. 3009 (USC § 1324a), as amended; or (b) any successor work authorization program designated by the U.S. Department of Homeland Security or such other federal agency as may be authorized to verify the work authorization status of newly-hired employees. The E-Verify Program is the "E-Verify Program" defined in Indiana Code § 22-5-1.7-3.

Final Documents and Drawings shall mean, final Design Development Documents, final Construction Drawings, the final Construction Schedule, and the GMP Report, as each is finalized and approved or reviewed by Owner pursuant to Section 10.

Final Inspection shall mean an inspection of the Project by Owner after Substantial Completion.

Final Plans shall mean the aggregated Final Documents and Drawings.

Final Project Budget shall mean the final Project Budget agreed to by Developer and Owner for the Project as identified and outlined in the GMP Report.

Force Majeure is as defined in Section 24.

General Contractor shall mean Reynolds Construction, LLC.

GMP Report shall mean those report(s) including the: (a) inclusions, exclusions, and qualifications not otherwise addressed in this Agreement; (b) Project Budget including allowances and contingencies; (c) Construction Schedule; and (d) list of plans and specifications; related to the Project, which has been accepted by the Owner. The GMP report may be submitted incrementally in phases which cover partial scope of the overall Project. The phasing of each GMP Report is set forth in the milestone schedule which is incorporated herein by reference and attached as **Exhibit F.**

In Balance shall mean that the total of Available Funds, as presented by Developer to Owner at Owner's request, shall equal or exceed (without duplication) the aggregate of: (a) the amount required to be paid as retainage to persons who have supplied labor, services, or materials to the Project, including without limitation, the General Contractor, architects and/or design professionals, and all subcontractors; (b) the amount required for any additional contingencies; and (c) the amount necessary to pay for all unpaid Project Costs incurred or to be incurred in the completion of the construction of the Project.

Incurred Costs shall mean the costs and expenses incurred by Developer in connection with complying with the terms and conditions hereof, including but not limited to: (a) the cost to develop and prepare the Final Plans for that respective Project; and (b) costs and expenses related to preparation and improvement of the Project Site prior to execution of this Agreement.

Instruments of Service shall mean representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Owner, including, but not limited to studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

Key Personnel shall mean the key members, including but not limited to the Project's executive, manager, and site superintendent, for the Project as set forth in **Exhibit C**.

Latent Defect shall mean those defects in the construction of the Project that: (a) are not discovered; and (b) reasonably are not discoverable; by Owner during a Permitted Inspection or the Final Inspection.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines; and (c) judicial orders, consents, and/or decrees.

Lien shall mean any and every lien against the Project or against any monies due or to become due from the Owner to Developer under this Agreement, for or on account of the Development Work, including but not limited to: (a) mechanics' liens; (b) materialmens' liens; (c) laborers' liens; (d) land surveyor's liens; and/or (e) lenders' liens.

Material Defect shall mean any item or component of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Final Plans; or (c) has not been constructed materially in accordance with the terms and conditions of this Agreement.

Non-Compliance Notice shall mean a written notice from Owner that identifies Material Defects with respect to the Project discovered by Owner during a Permitted Inspection or the Final Inspection.

Nonconforming Work means Development Work which is not conforming to the terms of this Agreement or the Final Plans and for which Owner gives notice to Developer and an opportunity to cure in accordance with Section 12(b)(vi) hereof. Damage or defect to the Development Work caused after the Transfer by abuse, alterations to the Project not performed by Developer or its subcontractors and/or vendors, improper or insufficient maintenance, improper operation, or normal wear and tear or normal usage that directly and materially contributes to such nonconformity shall not constitute Nonconforming Work.

Notice to Proceed shall mean the written notice, which form of notice may include electronic mail, from the Owner to the Developer in accordance with the terms of this Agreement.

Inspection shall mean a Permitted Inspection or the Final Inspection, as applicable.

Operating Period shall mean the period: (a) commencing upon the Substantial Completion Date and (b) ending on the earlier of the date: (i) that is ten (10) days after the Substantial Completion Date; or (ii) that is specified in a written notice delivered by Owner to Developer, unless the Owner and Developer agree to a longer Operating Period by executing a separate operating agreement.

Owner shall mean the Town of Fortville, and, unless otherwise expressly stated, any promise by or obligation of the Owner hereunder shall be carried out by and through the Board or its designated representatives.

Owner Approvals shall mean the approvals required by the Owner, its agencies, or its departments related to the design and construction of the Project, including but not limited to zoning approvals.

Owner Funds shall mean legally available, duly appropriated funds of the Owner for payment of Project Costs for a Project in accordance with this Agreement.

Owner's Representative shall mean a person, or persons designated by Owner in writing to observe performance of the Development Work for the Project. If so designated, the Owner's Representative shall have the authority to act for and on behalf of Owner on all decisions required by Owner under this Agreement.

Permitted Change shall mean any change proposed by Developer to the Final Plans of the Project, so long as such change: (a) is not inconsistent with the Schematic Design Drawings or Design Development Documents approved by Owner for the Project; (b) does not result in the Final Plans containing structurally flawed elements; (c) is in conformity with the Laws; (d) does not reduce the quality or the finish level of the Project; (e) does not make it unlikely, impracticable, or impossible for Developer to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule for the Project; and (f) does not result in an increase in the Final Project Budget.

Permitted Encumbrances shall mean, from time to time, any one or more of the following: (a) utility charges, taxes, rates, and assessments not yet delinquent or otherwise appealed; (b) any encumbrance arising out any judgment rendered which is being contested diligently and in good faith by Developer; (c) any encumbrance arising in the ordinary course of business imposed by law dealing with Liens, the validity of which is being contested diligently and in good faith by Developer and against which Developer has established appropriate reserves; (d) licenses, easements, encumbrances, restricts, or other rights-of-way which shall not in the aggregate materially and adversely impair the construction of the Project; (e) applicable zoning and building bylaws and ordinances, municipal bylaws and regulations, and restrictive covenants, which do not materially interfere with the construction of the Project; (f) encumbrances created on or before the Effective Date; (g) encumbrances created by a change in law on or after the Effective Date; and (h) any encumbrance created by an act or omission of any governmental entity or with respect to which the Owner has given its consent.

Permitted Inspection shall mean an inspection by Owner of any item or component of the Project when reasonably deemed to be necessary or appropriate by Owner.

Plan Refinement Process shall mean the process set forth in Section 10 for completion of the Final Plans and the Project Budget.

Project shall mean the design, construction, and transfer of upgrades at the Town's Landmark Park.

Project Approvals shall mean the approvals required by Owner, its agencies, or its departments related to the design and construction of the Project, including but not limited to board of zoning appeals, plan commission and/or Fortville Town Council approvals.

Project Budget shall mean the budget for the Project Costs, as further described in each of the GMP Reports. The total Project Budget for the Project shall be the total of each Project Budget contained in each of the GMP Reports and shall be the Project guaranteed maximum Project Cost. The Project Budget will be established at Closing.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including but not limited to: (a) the Documentation Costs; (b) geotechnical studies; (c) design and engineering fees; (d)project management; (e) the costs incurred in connection with determining that all of the conditions set forth in Section 8 have been satisfied and/or will be waived by Developer and/or Owner; (f) the costs incurred in connection with the Closing (to the extent that such costs are not included in the Documentation Costs); (g) the cost to develop, and construct the Project in accordance with the terms and conditions of this Agreement including equipment, materials, and labor; (h) contingencies in the amount approved within the Project Budget; (i) the Developer fee in the amount approved within the Project Budget; and (j) any other obligations set forth in the Final Plans and GMP Reports.

Project Documents shall mean the: (a) Instruments of Service; and (b) BIM.

Project Funding shall mean, for the Project, the Available Funds approved for use to pay the Project Costs of the Project or phase of the Project.

Project Milestones shall mean agreed upon deliverable key stages of construction in order to ensure that the Project stays on schedule and is operational by the Substantial Completion Date.

Project Site shall mean only that portion of the real estate on which the Project is to be constructed, as further identified on **Exhibit A**.

Quitclaim Deed shall mean a quitclaim deed with completion certificate substantially in the form attached hereto as **Exhibit G**.

Real Estate Taxes shall mean all real estate taxes that may be attached to a property tax bill in the same manner as real estate taxes, levied on, against, or with respect to the Project Site and/or the Project.

Reference Information Documents shall mean the collection of information, data, documents, and other materials that Owner has in connection with the Project for general or reference information only and without any warranty as to their accuracy, completeness, or fitness for any particular purpose, including but not limited to the: (a) design and engineering calculations and products of previous engineering related to the Project; (b) survey data which may benefit the design effort; (c) relevant flow studies or environmental studies; (d) geotechnical studies, reports, or test results.

Release of Easement Agreement and Completion Certificate shall mean an agreement pursuant to which the Developer releases the temporary construction easement to construct the Project on the Project Site in accordance with the terms and conditions of this Agreement substantially in the form attached hereto as **Exhibit H**.

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of the Project.

RFPQ shall mean that certain Request for Proposals and Qualifications.

Sales Tax Exemption Form shall mean Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which Owner shall represent that the acquisition of the materials to construct the Project is exempt from Indiana sales and use tax.

Schematic Design Drawings shall mean detailed schematic design drawings provided by the Owner that are consistent with the Laws.

Substantial Completion shall mean the issuance of a certificate of substantial completion by the Owner which indicates that the Project has been substantially completed in accordance with the Final Plans, subject to “punch-list” items to be identified in connection with the Final Inspection, which “punch-list” items do not materially affect the use of the Project for its intended use.

Substantial Completion Date shall mean the date on which: the Project will be completed substantially in accordance with the Final Plans, subject to “punch-list” items to be identified in connection with the Final Inspection, which “punch-list” items do not materially affect the use of the Project for its intended use. The Substantial Completion Date shall be identified in each GMP Report and Construction Schedule, and may only be amended by agreement, in writing, by both the Owner and Developer.

Transfer shall mean the conveyance of the Project by Developer to Owner in a form acceptable to Owner that transfers all Developer's rights in that Project to Owner or its designee free of all Liens and/or Encumbrances at: (a) the expiration of the Operating Period; or (b) upon termination of this Agreement in accordance with the terms and conditions of Section 22.

Trust Indenture shall mean a trust indenture executed by and between the Owner or its designee and the Trustee relative to the issuance of municipal bonds, if municipal bonds are the source of Available Funds for the Project.

Trustee shall mean the "Trustee" under the respective Trust Indenture.

Unauthorized Alien shall have the meaning set forth in 8 U.S.C §1324a(h)(3).

Utility Services shall mean gas, electricity, telephone, water, storm and sanitary sewer, fiber and/or internet access, and other utility services.

2. General Obligations.

(a) Developer. Subject to the terms and conditions of this Agreement, Developer shall: (A) enter into the Ancillary Documents; (B) perform the engineering, design and Development Work; (C) provide pre-construction services of design-assist, estimating services, constructability review, and materials purchasing (D) construct the Project on the Project Site; (E) operate the Project until the expiration of the Operating Period; and (F) upon the expiration of the Operating Period, execute the Transfer.

(b) Owner. Subject to the terms and conditions of this Agreement, Owner shall: (A) enter into the Ancillary Agreements; (B) provide all relevant and readily-available Reference Information Documents; (C) take such action as necessary or reasonably appropriate to provide for the Owner Approvals; (D) upon Closing, obtain and make available the Project Funding, if applicable; and (E) upon the end of the Operating Period, execute the Transfer.

(c) Cost of Performance. All obligations undertaken by each Party shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has explicitly agreed herein to bear all or a portion of the cost either directly, by reimbursement to the other Party, or through a Change Order.

(d) Utility Availability. Owner, at its cost and expense, shall ensure that there are Utility Services in adjoining public rights-of-way or properly granted and recorded utility easements that serve the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and conditions of this Agreement, including, without limitation, that Owner, at its cost and expense, shall make any improvements outside the Project Site that are necessary for Owner to satisfy the foregoing obligation with respect to Utility Services, unless otherwise negotiated by the parties in the Developer's proposal. Developer shall notify Owner of any deficiency in the Utility Services serving the Project Site prior to providing the Final Project Budget.

(e) Required Permit and Project Approvals Fees. Owner shall, where possible to reduce the potential fee assessed, complete an application as the "Owner" of the Project for the Required Permits, the Owner Approvals, and/or Project Approvals.

(f) Project In Balance. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that the Project at all times shall be In Balance relative to the Final Project Budget and Available Funds. Developer and Owner agree that Developer will be responsible for paying all costs for completing the Development Work which exceeds the Project Budget, as such Project Budget may be adjusted in accordance with the Final Documents and Drawings.

3. Term. This Agreement shall be effective as of the Effective Date and shall continue until the earlier to occur of: (a) termination of this Agreement by either Party pursuant to its terms and conditions; or (b) the Transfer of the Project.

4. [Intentionally Omitted.]

5. Development Work.

(a) Staffing Requirements. All persons engaged by Developer for Development Work shall have requisite skills for the tasks assigned. Developer shall employ or engage and compensate professionals and other consultants to perform services required for the Development Work. All firms and personnel performing Development Work, including the design professionals, General Contractor, subcontractor firms, and other personnel, shall meet the licensing and certification requirements imposed by applicable Laws.

(b) Construction Manager/Superintendent. Developer shall designate a Construction Manager/Superintendent, who shall be present on the Project Site when the Developer is performing the Development Work as necessary to ensure the complete and accurate development of the Project. The Construction Manager/Superintendent shall, among other things, attend all meetings with the Owner relative to the development of the Project.

(c) Compliance with Laws.

(i) Compliance Obligations. Developer shall perform the Development Work in compliance with all applicable Laws and shall cause its subcontractors to comply with the Laws.

(ii) Governmental Approvals. Owner shall make all filings, applications, and reports necessary to be made to obtain and maintain all governmental approvals required for the performance of the Development Work (except for those governmental approvals that are the responsibility of the Developer as specified herein) and shall comply with the terms of such governmental approvals.

(iii) Registration, Licensing, and Certification Requirements. Developer shall ensure that all persons performing the Development Work, including all subcontractors, comply with all registration, licensing, and certification requirements imposed by the Laws.

(d) Right of Entry. On or after the issuance of the Notice to Proceed for the Project, and pursuant to the terms of the respective Development Easement, Developer and its authorized subcontractors shall have the right and a non-exclusive license to enter on the respective Project Site, and other lands as may be specified in writing by the Owner and that are owned by or in possession and control of the Owner or subject to a right of entry or access in favor of the Owner, for the purpose of carrying out Developer's obligations under this Agreement. The Development Easement may be subject to interim limits on activities as directed by the Owner. Absent agreement by the parties to a later date, the Development Easement for the Project shall automatically terminate upon the earlier to occur of: (i) the respective Substantial Completion Date; or (ii) at the end of the Term of this Agreement.

(e) Developer Control of Development Work; No Owner Responsibility. Developer shall have total control of the Development Work and shall effectively direct and supervise the Development Work so that it is undertaken in compliance with the terms of this Agreement. Developer shall have the sole and exclusive responsibility and liability for the construction and performance of the Project during the Term. Nothing in this Agreement shall be interpreted as giving any responsibility for the Development Work to the Owner or its advisors. The Owner may, at its cost, retain an Owner's Representative or advisors prior to and during the period of the Development Work to consult with and advise the Owner, but the Owner's advisors shall have no authority to render decisions for or otherwise bind the Owner. Owner may, via written notice to Developer, delegate its decision-making authority to its Owner's Representative for the Project. Owner may share with its advisors all information which the Owner receives and/or develops with respect to the Project and the Owner's advisors may, at the request or direction of the Owner, attend all meetings related to the development, design, and construction of the Project to which the Owner has the right to be present. Owner's advisors shall be retained solely for the benefit of the Owner and the Owner's advisors do not owe any duty or responsibility to the Developer. The Owner's decision to retain advisors shall in no manner change, affect, limit, or otherwise diminish the duties and responsibilities of the Developer as established in this Agreement.

(f) Materials, Labor, and Services. Developer shall furnish all labor, materials equipment, supplies, tools, scaffolding, transportation, insurance, temporary facilities and temporary utilities, completed structures, assemblies, fabrications, acquisitions installations, testing, and things and services reasonably inferable from and in accordance with the Project Documents. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Development Work shall be new, of recent manufacture, and of good quality, unless the Final Plans require or permit otherwise.

(g) Standards of Workmanship and Materials. Where this Agreement does not specify any explicitly quality or standard for construction material or workmanship, the Developer shall use only workmanship and new materials of a quality consistent with that of construction workmanship and those methods, means, techniques, standards, and practices, which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the delivery of public or institutional facilities serving purposes similar to and in the same locality of the Project.

(h) Quality Assurance and Quality Control. The Developer shall have full responsibility for quality assurance quality control of the Development Work.

(i) Laydown Areas. Laydown and staging areas for construction materials shall be as approved in the GMP Reports. Developer shall bear all responsibility for arranging and, if necessary, paying for the laydown and staging area indicated in the GMP Reports. If required, Developer shall also provide construction office space at its own cost and expense. If at any time during the Developer's work on the Project Site the Owner should require that Developer's laydown and staging areas be relocated, Owner shall bear all responsibility for arranging and, if necessary, paying for the new laydown and staging area and the relocation of materials thereto.

(j) Security of the Project Site. During performance of the Development Work, the Developer shall be responsible for the security of the Project Site. The Developer shall keep the Project Site neat and orderly at all times and shall clean up and remove all rubbish and construction debris from the Project Site as they accumulate.

(k) Title and Risk of Loss. Title to the structures, improvements, fixtures, machinery, equipment, and materials constituting the Project shall pass to the Owner upon incorporation into the Project, free and clear of all Liens as provided in this Agreement. The Developer shall bear all risk of loss concerning the Development Work during the term of the Development Work, regardless of the extent to which the loss was insured or the availability of insurance proceeds.

(l) Encumbrances. The Developer shall not directly or indirectly, without the Owner's consent, create or permit to be created or to remain, and shall promptly discharge or bond over any Encumbrance arising on the Project, the Project Site, or the Development Work, other than the Permitted Encumbrances, arising out of the Developer's construction of the Project. To the extent permitted by the Laws the Developer waives any right or claim to any Lien or Encumbrance upon the Project or the Project Site that may exist under the Laws or in equity for failure of the Owner to pay amounts due to the Developer.

6. Closing. Subject to the terms and conditions of this Agreement, the Closing Date shall be established mutually by Developer and Owner, and the Closing shall take place at such location as Developer and Owner mutually agree. At Closing, the Available Funds (less any amount thereof to be disbursed at Closing) shall be available for disbursement in accordance with the terms and conditions of this Agreement and the Trust Indenture or the Disbursement Agreement, as the case may be.

7. Closing Documents. At the Closing, the documents and instruments set forth in this Section shall be executed and/or delivered, including:

(a) the Ancillary Agreements, Notice to Proceed, and all GMP Reports, including the Project Budget and Construction Schedule;

(b) a confirmation by each of Developer and Owner of the applicable representations and warranties set forth in Section 9;

(c) an affidavit affirming that Developer: (i) is enrolled in the E-Verify Program; (ii) is participating in the E-Verify Program; and (iii) does not knowingly employ, or contract with, any Unauthorized Aliens;

(d) copies of such resolutions, consents, authorizations, and other evidence as either Party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or Owner, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or Owner of its obligations hereunder and under the foregoing documents, have been authorized by Developer or Owner, as the case may be; and

(e) such other customary documents and instruments as either Party reasonably may request in connection with the Closing.

8. Conditions.

(a) Mutual. Unless waived in writing by both the Developer and Owner prior to the Closing, the obligations of each the Developer and Owner to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) Owner and Developer have agreed on the form and substance of the Closing Documents.

(ii) Developer or Owner has obtained, or Developer and Owner are satisfied that Owner will be able to obtain all Required Permits, Project Approvals, Owner Approvals.

(iii) Developer shall have submitted to Owner, and Owner shall have approved, the GMP Reports and related materials.

(iv) Owner has obtained or will be able to obtain all required legislative approval.

(v) Developer is enrolled in the E-Verify Program.

(b) Developer. In addition to the conditions set forth in Subsection 8(a), the obligation of Developer to proceed to Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) Developer has not discovered any conditions with respect to the Project Site that would interfere with, or prohibit, the construction of the Project in accordance with the terms and conditions of this Agreement.

(ii) There is no continuing breach by Owner of this Agreement, and all of the representations and warranties of Owner set forth in Section 9 are true and accurate in all respects.

(c) Owner. In addition to the conditions set forth in Subsection 8(a), and except to the extent waived by Owner prior to the Closing, the obligation of Owner to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) There is no continuing breach by Developer of this Agreement.

(ii) All of the representations and warranties of Developer set forth in Section 9 are true and accurate in all respects.

(d) Condition Failure. If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable Party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement by a written notice to the other Party; provided that, with respect to breaches of this Agreement by a Party, the other Party shall have the rights and remedies set forth in Section 18. Notwithstanding anything to the contrary set forth herein, Developer and Owner shall work diligently and in good faith to satisfy the conditions set forth in this Section.

9. Representations and Warranties.

(a) Owner. Owner represents and warrants that: (i) it has the power to enter into this Agreement and to perform its obligations hereunder; (ii) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder; and (iii) this Agreement, once executed, is its legal, valid, and binding obligation.

(b) Developer. Developer represents and warrants that: (i) it is a limited liability company organized and existing under the laws of the State of Delaware and authorized to conduct business in the State of Indiana; (ii) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iv) it has been authorized by proper action to execute and deliver this Agreement, and to perform its obligations hereunder; (v) this Agreement, once executed, is its legal, valid, and binding obligation; (vi) there is no legal proceeding in process, pending, or overtly threatened or publicly announced, that could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement; (vii) the Developer has carefully reviewed the whole of this Agreement and all Laws and has taken all steps it considers reasonably necessary to satisfy itself that nothing contained herein inhibits or prevents the Developer from developing the Project in accordance with this Agreement; (viii) it is in compliance in all material respects with the Laws applicable to Developer's business and services.

(c) Continuing Accuracy of Developer Representations. During the Term, the Developer shall not take any action, or omit to perform any act, that results in a representation and warranty made in this Section 9 becoming untrue. Developer shall promptly notify the Owner if any such representation and warranty becomes untrue.

10. Plan Refinement Process.

(a) Design Considerations. The design of the Project undertaken and performed by the Developer and its Engineer of Record shall be undertaken by a design team exercising such degree of care, skill, and diligence as would reasonably be expected from consultants qualified to perform services similar in locality, scope, nature, and complexity to the design, as of the date of this Agreement. The design of the Project is the sole and exclusive responsibility of the Developer and the Engineer of Record.

(b) Approvals. Developer shall submit to Owner for its approval, an updated preliminary Project Budget (to be finalized at Closing), the Project Construction Schedule, and the GMP Reports for each Project Milestone. Within ten (10) days after Owner receives the Construction Schedule, and GMP Report for each Project Milestone, Owner shall deliver to Developer written notice of approval or rejection of the documents, reports, or schedule; provided that, in the case of a rejection, such notice shall: (i) specify the part or parts that the Owner is rejecting; and (ii) include the specific basis for such rejection. Upon approval of each of the Construction Schedule, and the GMP Report for each Project Milestone, the Construction Schedule, and GMP Report for each Project Milestone, respectively, shall be final, subject to modifications by Change Orders. As of the effective date of each GMP Report for each Project Milestone and Construction Schedule as they are approved by the Owner, will be thereafter attached hereto and incorporated herein as Exhibit F.

(c) Re-submissions. If, at any stage of the Plan Refinement Process, Owner rejects any documents, reports, or schedules, then, within twenty (20) days after Developer receives notice from Owner of such rejection, Developer shall revise, and submit to Owner, the applicable documents, reports, or schedules. Within ten (10) days after Owner receives the resubmitted drawings, documents, or schedules, Owner shall deliver to Developer written notice of approval or rejection; provided that, in the case of a rejections, such notice shall: (i) specify the part or parts that Owner is rejecting; and (ii) include the specific basis for such rejection. Upon approval of the resubmitted documents, reports, or schedules, the resubmitted drawings, documents, or schedules shall become part of the Final Plans.

(d) Final Plans. Upon completion of the Final Documents and Drawings by the Owner through the Plan Refinement Process, the aggregated Final Documents and Drawings shall constitute the complete Final Plans, subject to modification by Change Orders. All references herein to the Final Plans shall be deemed to be references to the Final Documents and Drawings, until such time as all of the Final Documents and Drawings are completed; provided that, when all of the Final Documents and Drawings are completed, all references herein to the Final Plans shall be deemed to be references to the Final Plans, as modified by Change Orders.

(e) Budget/Costs.

(i) The Project Budget for Project Milestones shall be submitted by the Developer as part of the Developer's proposal and approved by the Owner within subsequent GMP Reports at Closing.

(ii) The Project Budget shall be the Final Project Budget for the Project as determined by each GMP Report, subject to modifications by Change Orders. Final approval of the Project Budget by Owner shall be evidenced by issuance of a Notice to Proceed. The Owner may issue a limited scope notice to proceed in order to facilitate the procurement of equipment or the performance of services prior to issuance of a Notice to Proceed.

(iii) Notwithstanding any other provision of this Agreement and unless otherwise set forth in the Developer's proposal, the Project Budget shall not include any costs related to the mitigation or remediation of environmental or geotechnical conditions existing on, in, or at the Project Site prior to the commencement of construction by Developer, unless such funds related to unforeseen environmental or geotechnical conditions have been released by Owner to Developer. In the event that Developer identifies any potential environmental or geotechnical issues at the Project Site that (i) materially differ from the conditions indicated in the Final Plans or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions", Developer shall: (A) immediately cease construction activity; and (B) provide written notice to Owner of such environmental condition. Owner shall, within thirty (30) days of such written notice, commence remediation of such environmental or geotechnical condition, unless otherwise negotiated by the parties in the approved Developer's proposal. The cost of such remediation shall be at the sole expense of the Owner, unless otherwise negotiated by the parties in the approved Developer's proposal. The Substantial Completion Date for the Project shall be extended on a day for day basis for every day construction is delayed by Owner remediation activity, unless otherwise negotiated by the parties in the approved Developer's proposal.

(g) Sales Tax.

(i) Owner shall deliver the Sales Tax Exemption Form to Developer at the notice address set forth in the Agreement.

(ii) Upon any assessment, or threatened assessment, of Indiana sales and/or use tax in connection with the purchase of any materials to construct, install, and/or complete the Project, Developer promptly shall notify Owner in writing. From and after receipt of the foregoing notice, Owner shall provide such cooperation, information, and assistance as Developer and/or its contractor reasonably shall request.

(iii) Owner shall indemnify and hold harmless Developer and the members, directors, officers, and employees of Developer, from and against any and all Claims arising from, or connected with: (A) the charging of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials incorporated into the Project; and/or (B) any interest and penalties assessed by the Indiana Department of Revenue with respect to the non-payment or late payment of Indiana sales and/or use tax in connection with the purchase of all or any portion of the materials to construct, install, and/or complete the Project; including, without limitation, reasonable attorneys' fees and court costs. Owner shall not be responsible for the charging of any tax related to Developer's failure to: (A) apply for an exemption from Indiana sales and/or use tax; (B) comply with the obligations of a party claiming the exemption; or (C) cooperate with any audit or investigation of the Indiana Department of Revenue regarding the sales tax exemption used as part of this Project. The obligations of Owner under this clause shall survive the termination of this Agreement.

(h) Documents. Developer shall maintain: (a) an updated set of Construction Documents and a complete set of record drawings; and (b) electronic access to all such documents through the file transfer protocol ("**FTP**") or other project share site reasonably acceptable to Owner. These documents shall be available to the Owner for reference.

(i) Ownership of Design. All Final Plans are the property of the Owner, including transfer of all intellectual property rights and all other tangible and intangible property interest.

11. Change Orders.

(a) Developer Changes. If Developer desires to make any changes to the Final Plans and/or the scope of the Development Work, then Developer shall submit a Change Order Request to Owner for review and approval, together with an estimate of any increases or decreases to the approved respective Project Budget, or extension of the Construction Schedule, Project Milestones, or Substantial Completion Date, that would result from the change proposed in the Change Order Request. Within ten (10) days after Owner receives the Change Order Request, Owner and Developer shall negotiate in good faith and the Owner shall deliver to Developer written notice that it approves or rejects the Change Order Request, provided that Owner shall not withhold its approval unreasonably. If Owner approves a Change Order Request for a change that would result in an increase in the respective Project Budget, or an extension of the Construction Schedule, Project Milestones Dates, or Substantial Completion Date, then, notwithstanding anything to the contrary set forth herein, the amount of such increase shall be paid by Owner: (A) as such costs are incurred; or (B) in a manner consistent with the current payment procedure. If Owner rejects all or any part of the Change Order Request, then such notice shall: (i) specify the part or parts that Owner is rejecting; and (ii) include the specific basis for such rejection. If Owner approves a Change Order Request, then Developer and Owner shall execute a Change Order.

(b) Owner Changes.

(i) If Owner desires to make any changes to the Final Plans and/or modification to the scope of the Development Work, then Owner shall submit a Change Order Request to Developer for review and approval. Within ten (10) business days after Developer receives the Change Order Request, Developer shall deliver to Owner written notice stating whether the change proposed in the Change Order Request would result in an increase in the Project Budget or an extension of the Construction Schedule, Project Milestones, or Substantial Completion Date; provided that, if the proposed change would result in an increase or extension, then such notice also shall include an estimate of the amount of the increase or extension.

(ii) If the foregoing notice states that the change proposed in the Change Order Request would not result in an increase in the respective Project Budget or an extension of the Construction Schedule, Project Milestones, or Substantial Completion Date, then, within five (5) business days after delivery of such notice, Developer shall deliver to Owner written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iii) If the foregoing notice states that the change proposed in the Change Order Request would result in an increase in the respective Project Budget or an extension of the Construction Schedule, Project Milestones, or Substantial Completion Date, then: (A) such notice also shall include an estimate of the amount of the increase and/or time extension; (B) within five (5) business days after receipt of such notice, Owner shall provide written notice to Developer as to whether Owner would like to withdraw the Change Order Request. If Owner does not elect to withdraw the Change Order Request, then, within five (5) additional business days, Developer shall deliver to Owner written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iv) If Developer approves a Change Order Request, then Developer and Owner shall execute a Change Order. If the approved Change Order Request is for a change that will result in an increase in the Project Budget, then, notwithstanding anything to the contrary set forth herein, the increase in the Project Budget shall be paid by Owner in accordance with Section 14; provided that, in no event shall Developer have any obligations with respect to the payment of the amount of such increase.

(v) If Developer rejects all or any part of the Change Order Request, then such notice shall: (A) specify the part or parts that Developer is rejecting; and (B) include the specific basis for such rejection.

(vi) Notwithstanding any other provision of this Section, the Developer may pre-approve the cost of certain Owner Change Order Requests, by including reference and the proposed amount of such Change Order Request within the GMP Report. For the avoidance of doubt, Owner shall have the right to exercise any Change Order Request without further approval of Developer at the cost included within the GMP Reports upon such Change Order being expressly referenced within the GMP Reports.

(c) Permitted Change. Notwithstanding anything to the contrary set forth herein: Developer shall not be required to obtain the approval of Owner with respect to a Permitted Change; and (ii) a Change Order with respect to a Permitted Change shall be effective if executed only by Developer.

(d) If Owner, or anyone for whom they are responsible, delays, disrupts, or interferes with the performance or progress of the Development Work, then Developer shall be entitled to an equitable adjustment in the Project Budget and/or extension in Construction Schedule, Project Milestone or Substantial Completion Date. Developer shall submit an estimate of any impacts to the Project Budget, or extension of the Construction Schedule, Project Milestones, or Substantial Completion Date. A Change Order Request for a change that would result in an increase in the respective Project Budget, and/or an extension of the Construction Schedule, Project Milestones Dates, or Substantial Completion Date, shall be paid by Owner in a manner consistent with the current payment procedure. Upon Owner approval of a Change Order Request, Developer and Owner shall execute a Change Order.

12. Construction.

(a) Permits. Prior to commencing construction of the Project, Owner and Developer shall obtain and submit to the other the Required Permits.

(b) Construction. Developer shall construct the Project: (i) in a good and workmanlike manner; (ii) in accordance with the Final Plans (as modified by any Change Orders) and the terms and conditions of this Agreement; (iii) in compliance with the Laws and the Required Permits; (iv) and provide the Owner with a warranty that: (A) the materials and equipment furnished will be of good quality and new unless the Final Plans require or permit otherwise; and (B) the Project has been constructed in compliance with the Final

Plans; (v) provide the Owner with as-built drawings and to the extent granted to Developer, grant to Owner a license to use such as-built drawings in the use, occupancy, operation, maintenance, repair, alterations, and additions to the Project; and (vi) provide the Owner with an assurance that the Developer will, for a period of 1 (one) year from the date of Substantial Completion of the Development Work for the Project (unless otherwise negotiated by the parties in an approved Developer's proposal), correct or commence and continue a satisfactory correction of any Nonconforming Work after receipt of notice from the Owner to do so, unless the Owner has previously given Developer written acceptance of such Nonconforming Work, provided a Latent Defect in such previously accepted Nonconforming Work shall not have been deemed accepted unless such Latent Defect is expressly identified in such written acceptance. If Owner fails to: (i) notify the Developer of alleged Nonconforming Work within the 1 (one) year period; or (ii) provide the Developer the Cure Period to correct the Nonconforming Work; then Owner waives the right to require correction of the Nonconforming Work by the Developer and waives the right to make a claim for breach of Developer's obligation under this Section of the Agreement. If the Developer fails to correct Nonconforming Work within such time as prescribed herein, the Owner may: (i) correct the Nonconforming Work; and (ii) submit an invoice for reimbursement of the costs associated with such cure of the Nonconforming Work, which shall be paid by Developer within thirty (30) days of submission thereof. Notwithstanding any provision contained herein, restrictions on the length of warranties shall only apply to labor and/or workmanship. Developer acknowledges that it shall assign to Owner the respective manufacturer's warranties, to the full extent of the terms thereof. The provisions of this Section shall survive termination of this Agreement.

(c) Safety and Security. Developer shall maintain safety at the Project Site during the term of this Agreement and security at the Project Site during the period of the Development Work at a level consistent with the standards for such similar projects in the State of Indiana. Without limiting the foregoing, Developer shall:

(i) take all necessary precautions for the safety and security of the Development Work and provide all reasonable protection to prevent damage, injury, or loss to the Development Work for: (A) workers at and visitors to the Project Site; (B) passersby, neighbors, and adjacent properties; and (C) materials and equipment under the care, custody, or control of Developer or its subcontractors on the Project Site;

(ii) establish and enforce all necessary safeguards for safety and protections, including posting danger signs and other warnings against hazards;

(iii) implement a comprehensive safety program in accordance with the Laws;

(iv) give all notices and comply with the Laws relating to the safety of persons or property or their protection from damage, injury, or loss;

(v) operate and maintain all equipment in a manner consistent with the manufacturer's safety requirements;

(vi) provide for safe and orderly vehicular movements;

(d) Operation. Developer shall operate the completed Project during the Operating

Period. Owner shall be responsible for the direct payment of all costs and expenses incurred in connection with such operation and Developer shall have no obligation to make any payment related to the operation of the Project during the Operating Period, unless otherwise agreed to by the parties in the approved Developer's proposal. The Developer and Owner agree that the Project shall be operated under the Owner's certification.

(e) Records. Developer shall keep and maintain true, correct, accurate, and complete Books and Records for a period of three (3) years following the Transfer or termination of this Agreement, whichever occurs first. All Books and Records shall be kept and maintained in accordance with generally accepted accounting principles consistently applied. Owner and its attorneys, accountants, representatives, architects, engineers, and consultants at all reasonable times shall have: (i) reasonable access to, and rights of inspection of, the Books and Records; and (ii) the right to audit, make extracts from, and receive from Developer originals or accurate copies of, the Books and Records. Nothing contained in this Section 12(e) shall be construed as making the Books and Records public records under the applicable Laws.

(f) Bonds. Upon the issuance of the Construction Commencement Notice for the Project and until the Project has: (i) achieved Substantial Completion; and (ii) Developer has demonstrated that all outstanding payments have been made to subcontractors performing work and those persons or entities providing labor, materials and services for the Project, subject to amounts withheld in dispute or in retainage, to the sole satisfaction of the Owner; the Bonds for the Project shall be in effect. Notwithstanding the obligation of the Developer to provide the Bonds as provided for in this Agreement the Developer also has an affirmative obligation to timely pay any and all subcontractors, suppliers, laborers, and service and to take all other action necessary to prevent the filing of Liens on the Project Site.

(g) Warranties of Development Work. Developer shall, for the protection of the Owner, obtain from all subcontractors, vendors, suppliers, and other persons from which Developer procures structures, improvement, fixtures, machinery, equipment, and materials to be incorporated in to the Project such warranties and guarantees as are required under the Agreement or Final Plans, each of which shall be assigned to the Owner from and after the expiration of the Term to the full extent of the terms thereof. No such warranty shall relieve Developer of any obligation hereunder, and no failure of any warranted or guaranteed structures, improvements, fixtures, machinery, equipment, or materials or a failure or refusal of a contractor or supplier to honor its warranty obligations shall be the cause for any increase in the respective Final Project Budget or excuse any non-performance of the Development Work unless such failure is related to a breach of this Agreement by Owner.

(h) Unauthorized Aliens. Developer: (i) shall verify the work eligibility status of all newly-hired employees through the E-Verify Program; and (ii) shall not: (A) knowingly employ, or contract with, an Unauthorized Alien; or (B) retain an employee, or contract with a person, that Developer learns is an Unauthorized Alien. To the extent required by Indiana Code §22-5-1.7, Developer shall require each subcontractor to certify to Developer that, at the time of certification, the contractor or such subcontractor:(i) does not knowingly employ, or contract with, any Unauthorized Aliens; and (ii) has enrolled, and is participating, in the E-Verify Program. Developer shall maintain such certifications on file until this Agreement or the applicable subcontract expires or is terminated.

(i) No Discrimination. Developer shall not discriminate against any employee or applicant for employment because of race, sexual orientation, gender or gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. Developer agrees to, or cause its contractor or its subcontractors to:

(i) post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this Subsection; and

(ii) state, in all solicitations or advertisements for employees placed or published by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, sexual orientation, gender or gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status.

13. Inspection.

(a) Inspection. Upon reasonable written notice delivered to Developer, which notice shall specify the portion of the construction to be observed, Owner may perform a Permitted Inspection. If applicable after a Permitted Inspection, Owner shall deliver a Non-Compliance Notice to Developer.

(b) Final Inspection. Developer shall deliver to Owner a written request for the Final Inspection of the Project at least ten (10) business days prior to the respective Substantial Completion Date. On or before the later of the date that is ten (10) business days after: (i) receipt by Owner of such request; or (ii) the respective Substantial Completion Date; Owner shall: (i) conduct the Final Inspection; and (ii) deliver to Developer, if applicable, a Non-Compliance Notice. Upon (i) correction of all Material Defects identified in the Non-Compliance Notice; or (ii) deemed acceptance pursuant to Subsection 13(c); Town shall have no further inspection rights pursuant to this Agreement with respect to the Project. Within five (5) business days after Owner conducts the Final Inspection, Developer and Owner shall identify the "punch- list" items. Developer shall complete all "punch-list" items within sixty (60) days after the "punch-list" items are identified.

(c) Non-Compliance. If Owner delivers to Developer a Non-Compliance Notice following an Inspection in accordance with this Section or after deemed acceptance as provided for in Section 12(b), then Developer shall correct, as soon as is reasonably practicable, all Material Defects identified in the Non-Compliance Notice. All items or components of the Project with respect to which: (i) an Inspection is conducted; and (ii) no Material Defects are identified in a timely Non-Compliance Notice; shall be deemed to be accepted by Owner.

(d) Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by Owner pursuant to this Section shall be applicable with respect to any Latent Defects.

(e) General.

(i) In connection with any Inspection pursuant to this Section, Owner shall:

(A) comply with all health and safety rules of which Owner has been informed that have been established for personnel present on the Project Site; and (B) coordinate the inspections so that the inspections do not interfere with the performance of construction. Developer shall have the right to accompany, and/or have its Construction Manager/Superintendent accompany, Owner during any Inspection.

(ii) An acceptance, or deemed acceptance, by Owner pursuant to this Section shall not mean that Owner has accepted, or Developer has been relieved of, responsibility for: (A) compliance with the Laws, the Agreement or the Development Work; (B) the proper application of construction means or methods; or (C) correcting any portion of the Project if it later is determined that such portion is inconsistent with the as-built drawings as described in Section 12(b) or proper completion of a subsequent portion of the Project.

(iii) Performance of an Inspection by Owner shall not relieve Developer of its obligations to obtain all inspections required by the Laws and completion of the Development Work in accordance with the Agreement.

14. Disbursements.

(a) Requests. Upon the receipt from the Developer of a Disbursement Request with respect to the respective Project Costs (including the required accompanying documents and in the form attached hereto as **Exhibit E** or as acceptable to Owner), Owner shall request that the Disbursing Agent or the Trustee, as the case may be, disburse the corresponding amount of Available Funds to parties identified in the Disbursement Request pursuant to the terms and conditions of the Disbursement Agreement and/or the Trust Indenture, as the case may be, which may include the Developer if: (i) the Developer has previously paid costs identified in the Disbursement Request; or (ii) the Developer is owed fees, or other expenses pursuant to the respective Project Budget; provided that, the Owner shall have the right to withhold payment of any amount in dispute, and/or in an amount reasonably sufficient to protect itself from a continuing Event of Default by Developer that is occurring beyond the applicable Cure Period.

(b) Frequency. Owner shall make an initial first month payment of 10% of the total project costs ($194,140.00). All other payments will be monthly progress payments to Developer on the basis of Developer's Disbursement Request. All such payment will be measured by the Construction Schedule of Values, as approved by the Owner in connection with the GMP Reports. Owner shall not be required to disburse Available Funds more frequently than monthly, or as otherwise required under the Disbursement Agreement and/or Trust Indenture, as the case may be.

(c) Scoping phase. Payments during the scoping phase (Date of this Agreement until GMP approval) may be postponed by the Town. During this phase, Developer may submit monthly Disbursement Requests which identify the value of the services that have been performed, however, no payment will be required by the Town. The Town will be responsible for reviewing and approving the Disbursement Requests within 10 business days of submission. Once approved, the value will become an obligation of the Town. Payment for the accumulated obligation will be required within 15 business days of receipt of funds, or the date it is determined that adequate Town funds are available, whichever is sooner.

15. Insurance.

(a) Insurance Policies. During construction of the Project and terminating upon the Substantial Completion Date, Developer shall maintain the following policies of insurance, Builder's Risk, General Commercial Liability, Auto Liability, Umbrella/Excess Liability, and Workers Compensation, reflected on the certificate attached hereto as **Exhibit B**. Each such policy shall be written by a company with an AM Best rating of at least A-VIII, and Developer shall provide notice of any cancellation of, such policy to Owner at least thirty (30) days in advance. If any insurance policy required herein and maintained by Developer does not provide advance notice to third parties then, prior to any cancellation of such insurance, Developer shall have new insurance policies in place that meet the requirements of this Agreement. The policies of insurance required by this Section to be maintained by Developer shall include Owner as an additional insured except Workers Compensation. Developer shall deliver to Owner certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

16. Key Personnel.

(a) Key Personnel Identified. Developer shall make commercially reasonable efforts to retain, employ, and utilize the individuals specifically identified in **Exhibit C** to fill the corresponding positions listed therein for the Project. Key Personnel for subsequent Projects shall include the individuals set forth as such in the approved Developer's proposal. Developer shall not change or substitute such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by the Owner pursuant to Subsection 16(b).

(b) Replacement. Developer shall provide notice to the Owner of any proposed replacement for any Key Personnel positions. The Owner shall have the right to review the qualifications and character of each individual to be appointed to a key personnel position (including, personnel employee by contracts to fill any such position) and to state any basis for disapproving Developer's use of such individual in such position prior to the commencement of any services by such individual.

(c) Commitment to Project. Developer shall cause each individual filling a Key Personnel position to dedicate the full amount of time necessary for the proper prosecution and performance of the Development Work. Developer shall commit each of the Key Personnel identified in **Exhibit C** or the approved Developer proposal, as the case may be, to the respective Project such as to reasonably ensure that all such individuals shall be able to fulfill their respective duties on the Project.

17. Transfer. Upon the: (a) expiration of the Operating Period; or (b) a termination of this Agreement pursuant to Section 22; Developer and Owner shall execute the Transfer. At the Transfer, the following documents and instruments shall be executed and delivered:

(a) any documents reasonably required by Owner to evidence the conveyance of the Project to the Owner or its designee;

(b) a confirmation by each of Developer and Owner of the applicable representations and warranties set forth in Section 9;

(c) "as-built" drawings, in the form of marked-up drawings maintained by Developer or its subcontractors showing significant, or material changes or deviations made from the respective Final Plans during construction. Developer shall compile a set of final drawings, incorporating the "as-built" information from the "as-built" drawings provided to it. Owner shall be entitled to assume the information provided on the "as-built" drawings to be reliable and to accurately reflect the actual, as-built conditions of the Development Work so depicted;

(d) copies of such resolutions, consents, authorizations, and other evidence as either Party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or Owner, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or Owner of its obligations hereunder and under the foregoing documents, have been authorized by Developer or Owner, as the case may be; and

(e) such other customary and commercially reasonable documents and instruments as either Party reasonably may request in connection with the Transfer which includes, but is not limited to, Quitclaim Deed(s) with Completion Certificate(s) and Release of Easement Agreement(s) and Completion Certificate(s).

18. Default.

(a) Events of Default. It shall be an "**Event of Default**" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not cured within fifteen (15) days after notice that such payment is due; (ii) with respect to any other obligation in subsections (b) below, if such failure is not cured within the Cure Period.

(b) Developer (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Developer's contractual relationship with the Owner); (ii) it becomes generally known that Developer is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise; (iii) fails to commence construction of the Project within **sixty (60) days of the Closing**; (iv) if, in the opinion of the Owner, the Developer or any of its subcontractors on the Project fail to provide a sufficient number of properly skilled laborers or adequately supervise the work on the Project; (v) fails in any material respect to prosecute the Development Work according to the Construction Drawings; (vi) Developer fails to maintain the requisite professional licenses, insurance and approvals to cause the completion of the Project; (vii) reasonably fails to timely achieve a Project Milestone (as defined in the GMP Reports) followed by unsuccessfully implementing commercially reasonable curative measures by the next Project Milestone date; or if either Party (i) fails in any material respect to comply with any other provisions of the Agreement . Either Party may proceed with termination of the Agreement under this subsection if the defaulting Party has not after the Cure Period, excluding for non-payment, substantially corrected the Event of Default or provided the non-defaulting Party with a plan acceptable to the non-defaulting Party, in its sole discretion, timely to cure the Event of Default.

(c) Remedies. Whenever an Event of Default occurs, the non-defaulting Party may take such actions at law or in equity as are necessary or appropriate to, subject to the provisions of Sections 26 and 35 of this Agreement: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting Party under this Agreement; (iii) enforce the performance or observance by the defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement (including, without limitation, reasonable attorneys' fees and court costs), then the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses (including, without limitation, reasonable attorneys' fees and court costs), together with interest at the rate of ten percent (10%) per annum.

(d) No Remedy Exclusive. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Agreement or by the Laws.

(e) Waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

(f) No Special, Consideration, Consequential, or Punitive Damages. In no event shall either Party hereto be liable or obligated in any manner to pay any special, incidental, consequential, punitive, or similar losses or damages whether based upon claims, damages or losses arising out of or in connection with the performance or nonperformance of a Party's obligations or otherwise under this Agreement, or any representation made in this Agreement being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty, or any other legal theory. This Section shall not be interpreted so as to limit recovery for any direct damages which may be incurred by either Party from another Party's breach of this Agreement. Furthermore, nothing in this Section shall affect the Parties' rights Section 18(g) of this Agreement.

19. Indemnification. To the extent permitted by Laws, Developer shall defend, indemnify and hold harmless Owner from and against any and all Claims brought by third-parties, but only to the extent such Claims are caused by Developer, subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, that arise from or are connected with: (i) mechanics' liens filed against the Project or the Project Site for work performed by Developer or any Party acting by, under, through, or on behalf of Developer but only to the extent that Owner has paid all amounts due and not in dispute to the Developer; (ii) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer, but only to the extent caused by the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer or (v) failure of Developer to timely pay subcontractors, suppliers, laborers and service providers, so long as Developer has been paid all amounts then due and owing by Owner.

To the extent permitted by Laws, Owner shall defend, indemnify and hold harmless, Developer from and against any and all Claims arising from or connected with (i) the negligence or willful misconduct of Owner or any party acting by, under, through or on behalf of Owner; or (ii) any environmental condition existing at the Project Site; or (iii) the breach by Owner of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, the obligations under this Section shall survive the termination of this Agreement.

20. Assignment. Neither Owner nor Developer shall assign this Agreement without the prior written consent of the other Party, provided that: (a) without the prior written approval of Developer, Owner may assign this Agreement to another agency or instrumentality of the Owner that is legally able to perform the obligations of the Owner hereunder; and (b) without the prior written approval of Owner, Developer may assign this Agreement to any entity in which the principals of the Developer hold a controlling interest. Notwithstanding any assignment permitted under this Section, Developer or Owner, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other Party of any assignment shall not release Developer or Owner, as the case may be, from such performance.

21. Notice. Any notice required or permitted to be given by either Party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other Party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: if to Developer at 12220 N. Meridian, Suite 175, Carmel, IN 46032 Attn: Scott Huber; and if to Owner at 714 E. Broadway, Fortville, IN 46040 |Attn: Joe Renner. Either Party may change its address for notice from time to time by delivering notice to the other Party as provided above.

22. Termination. If this Agreement terminates pursuant to the terms and conditions of this Agreement, Developer shall: (a) assign to Owner its right, title, and interest in and to the Final Plans and the materials obtained by it in connection with the due diligence undertaken by Developer, if any, which rights, title, and interest shall not prohibit Owner from using the Final Plans and materials in connection with the construction of the Project; and (b) in accordance with the terms and conditions of this Agreement, cause and complete the Transfer; within ten (10) days of notice of such termination. Notwithstanding anything to the contrary set forth herein, in the event Owner terminates this Agreement, Developer shall be paid for work completed prior to the date of termination in accordance with Section 14. To the extent that the Owner elects to terminate this Agreement and take legal assignment of contracts, subcontracts and purchase orders (including any rental agreements), the Developer shall execute and deliver all such papers and take all such steps, including the legal assignment of such contracts, subcontracts and other contractual rights of the Developer, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Developer under such contracts, subcontracts or purchase orders. All contracts, subcontracts, purchase orders and rental agreements entered into by the Developer will contain provisions allowing for assignment to the Owner as described above.

23. Authority. Each undersigned person executing this Agreement on behalf of Developer and Owner represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of Developer and Owner, respectively, to execute and deliver this Agreement;

(b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement have been authorized by Developer and Owner, respectively.

24. Force Majeure. Notwithstanding anything to the contrary set forth herein, where performance has been materially delayed or prevented by any act, event, or condition that is beyond the reasonable control of such Party, including without limitation, (i) acts of god, war, unusually inclement weather, floods, hurricanes, earthquakes, or other natural calamities; (ii) epidemics or pandemics; (iii) acts or inaction of State or Federal governmental or regulatory agencies, or judicial bodies or changes in State or Federal laws; (iv) explosions, fire, or damage to work in progress by reason of the same or other casualty or similar causes beyond the reasonable control of such Party (other than financial reasons); (v) strikes, work stoppages, boycotts, picketing, or other labor disturbances; (vi) supply chain issues attributable to tariffs, impositions, trade restrictions, duties or other similar trade policies imposed by a governmental entity; or (vii) supply chain disruption beyond the reasonable control or foreseeability of such Party or its contractor, including inadequate transportation service availability, inability or delay in obtaining supplies or adequate or suitable materials, or labor shortages; ("Force Majeure Events"); provided, however, that (a) such Party promptly informs (within 15 days) the other Party in writing of becoming aware of such Force Majeure Event, (b) such Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, public property or private property , and (c) throughout the pendency of such Force Majeure Event, such Party utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure Event, the Party asserting the Force Majeure Event shall be excused for the period of days that such performance is delayed or prevented; and the deadlines for performance shall be extended for the same period.

25. Taxes. Owner shall be solely responsible for, and shall pay and discharge when due all taxes, assessments, and other governmental charges that are lawfully imposed upon the Project Site, the Project, or any party thereof.

26. Dispute Resolution. Notwithstanding either Party's ability to terminate this Agreement, in the event a dispute arises among the parties, the disputing Party shall provide the other Party with written notice of the dispute and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Each Party shall designate a high-level executive officer to work together in good faith to resolve the dispute; the name and title of said officer shall also be included in the notice and response. The executives shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing Party's notice and thereafter as they deem reasonably necessary to resolve the dispute. If the executives, having acted in good faith, have not resolved the dispute within sixty (60) days of receipt of the initial written notice, then the parties shall try to resolve the dispute by non-binding mediation under the current Indiana Dispute Resolution Rules as a condition precedent to litigation, unless Developer and Owner agree to use another dispute resolution service or an independent mediator. All costs attributed to mediation shall be borne equally by both parties. If either Party is unsatisfied with the results of mediation, said Party may then initiate litigation subject to Section 35 of this Agreement.

The Developer shall continue performance of the Development Work, if directed by the Owner, in the event of a dispute; the existence of a dispute shall not justify delay or suspension of the Development Work by the Developer. Failure to so proceed shall constitute a material breach of this Agreement by the Developer, regardless of the ultimate outcome of the dispute.

27. Non-Discrimination. In accordance with Indiana Code §22-9-11-10, the Developer shall not discriminate against any employee or applicant available for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, and conditions or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, or ancestry.

28. Dealings with Iran. In accordance with Indiana Code §5-22-16.5, by executing this Agreement, Developer certifies that Developer is not engaged in investment activities with Iran.

29. Debarment and Suspension.

(a) Developer certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for the purposes of this Section means an officer, director, owner, partner, key employee, or other person with primary or supervisory responsibility, or a person who has a critical influence or substantive control over the operations of the Developer.

(b) Developer certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from the use of a suspended or debarred subcontractor. Developer shall immediately notify the Owner if any subcontractor becomes debarred or suspended, and shall, at the Owner's request, take all steps required by the Owner to terminate Developer's contractual relationship with the subcontractor for work to be performed under this Agreement.

30. Ownership of Project. The Project and Project Site shall be owned by the Owner at all times. Developer shall not have any legal, equitable, or other ownership interest in any Project.

31. Relationship of the Parties. Developer is an independent contractor of the Owner and the relationship between the parties shall be limited to performance of this Agreement in accordance with its terms. Neither Party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other Party. Nothing in this Agreement shall be deemed to constitute either Party a partner, agent, or legal representative of the other Party. No liability or benefits, such as worker compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract employee as a result of this Agreement or the performance thereof.

32. Developer Assumption of Risk. Except to the extent expressly allocated to the Owner or otherwise provided for under this Agreement, all risks, costs, and expenses in relation to the performance by the Developer of the obligations under this Agreement are allocated to, and accepted by, Developer as its entire and exclusive responsibility.

33. Actions of the Owner in its Governmental Capacity. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the Owner (or any department or agency thereof) under the Laws in its governmental capacity.

34. Tariffs/Impositions/Trade Restrictions. Any tariffs, impositions, or trade restrictions on materials or equipment that result in a material price escalation and that are not in place at the time of the Developer's proposal being approved shall cause a Force Majeure event, which Force Majeure event shall last the duration of that the tariff, imposition, or trade restriction causes a material price escalation on such materials or equipment.

35. Miscellaneous. Subject to Section 17, this Agreement shall inure to the benefit of, and be binding upon, Developer and Owner, and their respective successors and assigns. This Agreement constitutes the entire agreement between Developer and Owner with respect to the subject matter hereof, and may be modified only by a written agreement signed by both Developer and Owner. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice versa. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. Subject to Section 26, all proceedings arising in connection with this Agreement shall be tried and litigated only in the Circuit or Superior Courts in Boone County, Indiana. Developer and Owner waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Developer may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Developer and Owner have executed this Public Private Agreement as of the date set forth above.

DEVELOPER:
Reynolds Construction, LLC

By: Scott Huber

Printed: Scott Huber

Title: Vice President

Date:

OWNER:
Town of Fortville

By:

Printed:

Title:

Date:

INDEX TO EXHIBITS

EXHIBIT A

<u>Depiction of Project Site</u>

Legal Description of the Real Estate

Commonly known as parcels 30-02-09-400-018.000-017, 30-02-09-408-009.000-017, and 30-02-09-403-001.000-017

EXHIBIT B

SAMPLE COI WITH COVERAGE LIMITS

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 4/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
1601 Alliant Ave
Louisville KY 40299

CONTACT NAME: Ben Lawson
PHONE (A/C, No, Ext): 502-415-7000 | FAX (A/C, No): 502-415-7001
E-MAIL ADDRESS: Ben_Lawson@ajg.com

INSURED
Reynolds Construction, LLC
6225 North Co Rd. 75 E
Orleans, IN 47452

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Indian Harbor Insurance Company	36940
INSURER C : Phoenix Insurance Company	25623
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E : Standard Fire Insurance Company	19070
INSURER F : AGCS Marine Insurance Company	22837

COVERAGES **CERTIFICATE NUMBER:** 1740633980 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	Y	Y	VTNCO4S965689PHX23	4/28/2023	4/28/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY	Y	Y	VTJCAP4S965690TIL23	4/28/2023	4/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 10,000	Y	Y	CUP4S9657082325	4/28/2023	4/28/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB2T8479022325R	4/28/2023	4/28/2024	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability	Y	Y	CEO744667806	4/28/2023	4/28/2024	Occ/Agg	$5,000,000
F	Leased/Rented Equipment	Y	Y	MZI93088853	4/28/2023	4/28/2024	Per Item	$1,200,000
B	Proffesional Liability		Y	CEO744667806	4/28/2023	4/28/2024	Occ/Agg	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY COVERAGE FORM:
(1) Blanket Additional Insured - Owners, Lessees & Contractors if required by written contract as respect to CGL (CG 2010 10 01)
(2) Blanket Additional Insured - Owners, Lessees & Contractors - Completed Operations if required by written contract as respect to CGL (CG 2037 10 01)
(3) Blanket Waiver of Subrogation is provided if required by written contract as respects to General Liability
(4) Primary - Non-Contributory Provisions Provided if required by written contract
(5) Contractual Liability Included
See Attached...

CERTIFICATE HOLDER

Hamilton County
1 Hamilton County Square Suite 157
Noblesville IN 46060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID:

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC		Reynolds Construction, LLC 6225 North Co Rd. 75 E Orleans, IN 47452
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(6) Per Project General Aggregate Applies

AUTOMOBILE COVERAGE FORM:
(1) Blanket Additional Insured with respects to Automobile Liability as required by written contract (CAT 499 12 16)
(2) Blanket Waiver of Subrogation is provided if required by written contract as respects to Automobile Liability
(3) Primary - Non-Contributory Provisions Provided if required by written contract

WORKERS COMP COVERAGE FORM:
(1) Blanket Waiver of Subrogation is provided if required by written contract with respects to Workers Comp as required By written contract

UMBRELLA COVERAGE FORM:
(1) Follow form over the General Liability, Auto Liability and Workers Compensation as required by written contract

30 day notice of cancellation except 10 days for nonpayment of premium.
As required by written agreement or contract Hamilton County & Tank Industry Consultants and each of their officers, agents, and employees are additional insured.
Wessler Engineering, 1130 AAA WayCarmel, IN 46032 Hamilton County and Wessler Engineering are afforded additional insured status as required by written contract, per the forms above. RE: Hamilton County BOT.

Builder's Risk Insurance

Developer shall provide Builder's Risk Insurance for the benefit of Owner, Developer, Engineer, Engineer's Subconsultants, any and all of the permitted subcontractors as their interest may appear, and for the benefit of all parties furnishing financing to the Owner for construction to be done hereunder, all of the same to be included as additional insureds on the said Builder's Risk policy. The perils covered shall include fire and extended coverage, plus other covered perils (including theft, vandalism and malicious mischief) which extend coverages to the broadest form of "special form" Builder's Risk coverage. This "special form" coverage shall be in the amount of 100% of the completed insurable value of the Project. Proceeds of such Builder's Risk Insurance shall be payable to Developer, as trustee for all interested parties, and Developer shall adjust all losses and claims with the insurer, subject, however, to the rights of any mortgagee. Such coverage shall insure items of labor and materials connected with the Project, whether in or adjacent to the Facilities insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by Developer, the cost of which is included in the cost of the work.

Owner waives all rights against Developer, its subcontractors, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to the Project Site or the Development Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

EXHIBIT C

Key Personnel

Scott Huber– Project Executive – Reynolds Construction, LLC

Doug Tischbein – Project Manager – Reynolds Construction, LLC

Randy Baker – Project Superintendent – Structure Midwest

Caleb Rothensberger – Lead Project Engineer – HWC

EXHIBIT D - PROJECT BUDGET

LANDMARK PARK CONSTRUCTION COSTS

Item	Description	Qty	Unit	Unit Price	Total Price
1	Playground/Surface/Installation	1	LS	$ 351,918	$ 351,918
2	Gazebo Installation	1	EA	$ 101,750	$ 101,750
3	Restroom Stick Built	1	LS	$ 94,376	$ 94,376
4	Park entrance sign	1	EA	$ 20,480	$ 20,480
5	Relocated memorial/plaques	3	EA	$ 3,000	$ 9,000
6	Seat wall (F2)	4	EA	$ 900	$ 3,600
7	Standard bench (F1)	4	EA	$ 1,100	$ 4,400
8	Bicycle rack (F3)	3	EA	$ 500	$ 1,500
9	Picnic tables (F6)	4	EA	$ 1,000	$ 4,000
10	Misc Furnishings	1	LS	$ 2,500	$ 2,500
11	Sidewalk, landscape, curb removal	1	SF	$ 44,704	$ 44,704
12	Limestone steps/seat walls	1	EA	$ 44,433	$ 44,433
13A	Concrete Curb Install	1	LF	$ 32,256	$ 32,256
13B	4" Concrete install	1	LS	$ 82,323	$ 82,323
13C	Concrete ramp (item 8)	2	ea	$ 4,500	$ 9,000
14	Existing flagpole relocation (item 11)	1	LS	$ 2,000	$ 2,000
15	Memorial pavers	1	LS	$ 40,241	$ 40,241
16	Site Lighting - Poles,Flag Pole, Gazebo,conduit	1	EA	$ 118,571	$ 118,571
17	Security Cameras - Verkada	3	EA	$ 3,500	$ 10,500
18	Seeding/Landscaping/planting bed	1	LS	$ 48,000	$ 48,000
19	Dirtwork and hauling	1	LS	$ 87,735	$ 87,735
20A	Bridge Abutment install	1	EA	$ 27,170	$ 27,170
20B	Pedestrian bridge w/installation	1	LS	$ 83,567	$ 83,567
21	Irrigation	1	EA	$ 15,750	$ 15,750
22	Additional Parking and Striping	1	LS	$ 27,000	$ 27,000
23	General Conditions	1	LS	$ 211,767	$ 211,767
				TOTAL	$ 1,478,541

NON-CONSTRUCTION COSTS

1	HWC FEES	1	LS	$ 160,200	$ 160,200
2	Project Management/Site supervision	1	LS	$ 57,104	$ 57,104
3	Bonds, Insurance, Administration	1	LS	$ 67,600	$ 67,600
4	Contingency	3.4%	%	$ 50,955	$ 50,955
5	Fixed Fee	7	%		$ 127,008
	Total Non- Construction Costs				$ 462,867
	Total Project Cost - Landmark Park				**$ 1,941,408**

MEMORIAL PARK UPGRADES

Item	Description	Est Qty	Unit	Unit Price	Total Price
1	Restrooms (2), playground upgrades, etc	1	LS	$ 217,585	$ 217,585
2	Contingency	1	LS	$ 5,040	$ 5,040
3	Bonds, Insurance, Fixed Fee	1	LS	$ 20,375	$ 20,375
	Total Project Cost - Memorial Park				**$ 243,000**

GRAND TOTAL PARK UPGRADES **$ 2,184,408**

EXHIBIT E

Form of Disbursement Request

DISBURSEMENT REQUEST

Disbursement No.:

Date:

Disbursement Amount:

Reynolds Construction, LLC (the "Developer"), pursuant to a Public Private Agreement [LANDMARK PARK (BOT)] dated August 17, 2026, among the Developer and Town of Fortville, hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with the appropriate attached EJCDC pay application form (e.g., D-620) or AIA equivalent and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

The issuance of an application for payment also shall constitute a representation that the entities listed in Schedule attached hereto are entitled to payment in the amount certified, or that the Developer has already paid such entities and is entitled to reimbursement in the amount certified.

By:________________________________

Printed:______________________________

Title:________________________________

EXHIBIT E - CONTINUED

Remit To: Reynolds Construction, LLC
6225 N County Road 75 E
ORLEANS, IN 47452

INVOICE NO: 52604-01
10/1/26

To: Town of Fortville

CC: jrenner@fortville.in.gov
hluther@fortville.in.gov

Description of Services	Net Amounts Due This Period		
	Contract $	% of Contract	$ Amount
LANDMARK Park Upgrades	$ 1,941,408	5.2%	$ 100,000.00
	Total Amount Due - App # 2		**$100,000.00**
	Total Net Amounts Due Through Current Pay Application		
	Contract $	% of Contract	$ Amount
LANDMARK Park Upgrades	$ 1,941,408	7.3%	$ 141,000.00
Description of Services	**Net Amounts Due This Period**		
	Contract $	% of Contract	$ Amount
MEMORIAL Park Upgrades	$ 243,000	10.7%	$ 26,000.00
	Total Amount Due - App # 2		**$26,000.00**
	Total Net Amounts Due Through Current Pay Application		
	Contract $	% of Contract	$ Amount
MEMORIAL Park Upgrades	$ 243,000	21.0%	$ 51,000.00
GRAND TOTAL	**$2,184,408**	**8.79%**	**$192,000.00**

	Retainage through current pay application	
LANDMARK Park Upgrades	$ 8,460.00	
MEMORIAL Park Upgrades	$ 3,060.00	
Total Retainage held by Owner	**$ 11,520.00**	**6.00%**

THANK YOU FOR YOUR BUSINESS!

Make all checks payable to: Reynolds Construction, LLC.
If you have any questions concerning this invoice, call: Marcie at 740-398-987

Make all checks payable to: Reynolds Construction, LLC.

EXHIBIT F

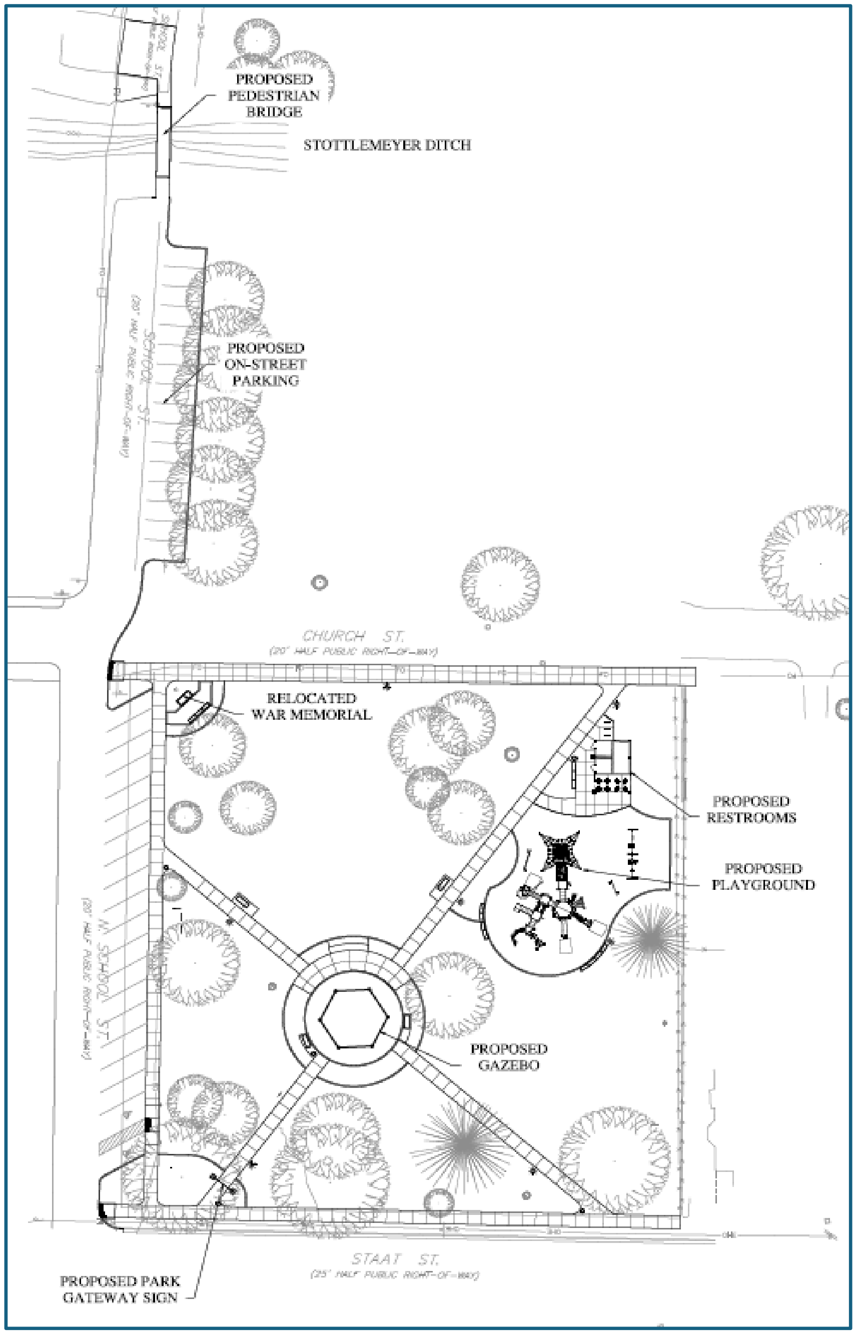
LANDMARK PARK BOT

GMP REPORT

Project Scope:

The Project Scope at Landmark Park is based upon the HWC 100% design submittal (35 drawings) dated July 31, 2026.

Project features:
- Pedestrian bridge
- Parking
- Relocated memorial
- Restrooms
- Playground
- Sidewalks
- Lighting
- Gazebo
- Signage
- Landscaping
- Furnishings
- Seeding
- Irrigation
- Security cameras



General Clarifications, Assumptions, and Exclusions:

1. GMP includes costs for Bonds and Builder's Risk insurance for the construction of the project.
2. Project is NOT subject to provisions of H.R. 3547 - commonly referred to as the "American Iron and Steel" provisions.
3. Project is NOT subject to provisions of 2 CFR 184 - commonly referred to as the "Build America, Buy America Act".
4. Project is NOT subject to prevailing wages.
5. Costs for sales tax are excluded.
6. Demolition of existing playgrounds, trees, gazebo, shelter – by Owner
7. Restroom utilities to be provided to the Restroom by Owner – water, sewer, power
8. Owner to relocate existing overhead power pole – Note 24; dwg C0.20
9. Owner to demolish existing pedestrian bridge

PROPOSAL & OPEN BOOK STRUCTURE:

This is a "Cost Plus a Fixed Fee" proposal with a "Guaranteed Maximum Price" or "GMP". In exchange for payment by the Owner to the Developer, Developer shall complete, without exception, and shall furnish required process know-how, labor, supervision, materials, tools, equipment, transportation, permits, and incidentals to accomplish the Project.

Construction Costs: The following project specific personnel costs including, but not limited to, Contract Manager (Scott Huber), Project Manager (Doug Tischbein), Project Manager (Randy Baker), Project Coordinator, Safety Manager (site visits only). In addition, the following project cost including, but not limited to, project materials, consumable materials, subcontracted work, heavy equipment usage, mobilization & demobilization costs, office/tool trailers, initial site surveying, construction laydown/parking area requirements, medium tools, dumpsters, drinking water, drawing/specification, reproductions, on-site phones, faxes, computers, printers, subsistence and other travel expenses, sanitary facilities and utility consumption charges are all eligible for reimbursement.

Allowance: An amount included in the Project Budget upon agreement between Owner and Developer for a certain undefined or undetermined material or service. Any unused allowance shall reduce the Project Budget at completion.

Fixed Provider/Contractor Fee: Contractors fee for overhead and profit. The Provider/Contractor Fee will appear as a line item on the schedule of values and will progress on a percentage basis of project completion.

Project Contingency: The Developer's GMP Proposal contains, as part of the estimated Cost of the Project, the Project Contingency, a sum agreed upon to cover costs which are properly reimbursable as a Cost of the Project, whether or not such cost is the basis for a Change Order. The Contractor shall regularly (no less than on a monthly basis during the term of this Agreement) provide the Owner with an accounting of all charges against the Project Contingency.

Final Report of Project Savings: At the time of Final Completion, the Developer shall provide a Final Contract Price Report with an invoice to the Owner that includes the cost of Project to date. If at such time the Final Contract Price is less than the Guaranteed Maximum Price, then the Owner shall keep 100% of the savings. Reports, referred to as buy sheets, will be given to the Owner by the Developer monthly or bimonthly during construction documenting savings or losses.

PROJECT COMPLETION SCHEDULE

Milestones and Completion Dates:

1. Notice to Proceed shall occur on or around August 18, 2026.

2. Material orders shall be placed within 30 days of the Notice to Proceed.

3. Substantial Project Completion shall occur by April 1, 2027.

EXHIBIT G

Quitclaim Deed and Completion Certificate

This Quitclaim Deed and Completion Certificate (the "Deed/Certificate") is executed by and between Reynolds Construction, LLC (the "Grantor") and the Town of Fortville (the "Grantee") this __________________day of ____________, 2027.

Recitals

WHEREAS, Grantor and Grantee have executed that certain Private Public Agreement [LANDMARK PARK (BOT)] ("Agreement") dated _______________________________, 2026.

WHEREAS, pursuant to the Agreement, Grantor is obligated to construct the "Project" on that certain real estate more particularly described on Exhibit A (the "Depiction of Project Site");

WHEREAS, pursuant to the Agreement, upon the expiration of the Operating Period, Grantor is obligated to convey to Grantee its right, title, and interest in and to the completed Project; and

WHEREAS, the Operating Period has expired.

Quitclaim Deed and Certificate

1. Substantial Completion. Grantor and Grantee agree that the Substantial Completion Date occurred on _____________________, 202__.

2. Conveyance. For the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Grantor QUITCLAIMS to Grantee all of its right, title, and interest in and to the completed Project, as more particularly described in Exhibit A, attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed/Certification as of the date set forth above.

Reynolds Construction, LLC
By:

____

Printed:

____

Title:

____

ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF ____________

Before me, a Notary Public in and for the State of Indiana, personally appeared __________________ of Reynolds Construction, LLC, who acknowledged the execution of the foregoing Quitclaim Deed and Completion Certificate on behalf of such entity.

WITNESS my hand and Notarial Seal this day of ___________________

By: ________________________________
Notary Public

Printed Name:

I am a resident of ________County, Indiana.

My commission expires _________________

Executed and Delivered in my presence:

______________________________________[Witness Signature]

TOWN OF FORTVILLE

By: ____________________________________

Printed: ________________________________

Title: __________________________________

ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF _____________

Before me, a Notary Public in and for the State of Indiana, personally appeared ______________________, the ___________________of the Town of Fortville who acknowledged the execution of the foregoing Quitclaim Deed and Completion Certificate on behalf of such entity.

WITNESS my hand and Notarial Seal this day of ___________________

By: _______________________________
Notary Public

Printed Name:

I am a resident of ________County, Indiana.

My commission expires _________________

Executed and Delivered in my presence:

______________________________________[Witness Signature]

Return following recording to: Town of Fortville

EXHIBIT H

Release of Easement and Completion Certificate

This Release of Easement and Completion Certificate (the "Release/Certificate") is executed by and between Reynolds Construction, LLC (the "Grantor") and the Town of Fortville (the "Grantee") this ______________day of ____________, 2027.

Recitals

WHEREAS, Grantor and Grantee have executed that certain Private Public Agreement [LANDMARK PARK (BOT)] ("Agreement") dated ______________________________, 2026.

WHEREAS, pursuant to the Agreement, Grantor is obligated to construct the "Project" on that certain real estate more particularly described on Exhibit A (the "Depiction of Project Site");

WHEREAS, pursuant to the Agreement, upon the expiration of the Operating Period, Grantor is obligated to convey to Grantee its interest in and to the completed Project; and

WHEREAS, the Operating Period has expired.

Release of Easement and Completion Certificate

1. Substantial Completion. Grantor and Grantee agree that the Substantial Completion Date occurred on _____________________, 202__.

2. Conveyance. For the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Grantor Releases to Grantee all of its interest in and to the completed Project, as more particularly described in Exhibit A, attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Release of Easement and Completion Certificate as of the date set forth above.

Reynolds Construction, LLC
By:
____

Printed:
____

Title:
____

<u>ACKNOWLEDGMENT</u>

STATE OF INDIANA
COUNTY OF ____________

Before me, a Notary Public in and for the State of Indiana, personally appeared _________________ of Reynolds Construction, LLC, who acknowledged the execution of the foregoing Release of Easement and Completion Certificate on behalf of such entity.

WITNESS my hand and Notarial Seal this day of __________________

By: ______________________________
Notary Public

Printed Name:

I am a resident of ________County, Indiana.

My commission expires ________________

Executed and Delivered in my presence:

____________________________________[Witness Signature]

TOWN OF FORTVILLE

By: ____________________________________

Printed: ________________________________

Title: __________________________________

ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF _____________

Before me, a Notary Public in and for the State of Indiana, personally appeared ______________________, the ___________________of the Town of Fortville, who acknowledged the execution of the foregoing Release of Easement and Completion Certificate on behalf of such entity.

WITNESS my hand and Notarial Seal this day of ___________________

By: _______________________________
Notary Public

Printed Name:

I am a resident of ________County, Indiana.

My commission expires _________________

Executed and Delivered in my presence:

_______________________________________[Witness Signature]

Return following recording to: Town of Fortville

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF FORTVILLE AND THE TOWN OF McCORDSVILLE
CONCERNING WATER SERVICE

This Interlocal Agreement Between the Town of Fortville and the Town of McCordsville Concerning Water Service ("Agreement") is entered into by and between the Town of Fortville, Indiana, acting through its Town Council ("Fortville") and the Town of McCordsville, Indiana, acting through its Town Council ("McCordsville"), and is effective upon adoption by both parties by ordinance.

WHEREAS, Fortville owns and operates a municipal water utility ("Utility") and provides potable water service to areas inside and outside of Fortville's municipal limits;

WHEREAS, McCordsville does not own or operate a municipal water utility;

WHEREAS, McCordsville has certain territory and areas within and near its municipal limits which is within the area Fortville is capable of providing potable water service ("Designated Service Areas"); and

WHEREAS, McCordsville desires to permit Fortville to extend potable water service to the Designated Service Areas and to include such areas within Fortville's water service territory for purposes of providing potable water service; and

WHEREAS, the Parties desire that this Agreement clarify their respective rights and responsibilities concerning the provision of potable water service within the Designated Service Areas without affecting any other rights, claims, obligations, or interests of either Party with respect to the provision of utility service in any other area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish, and the parties hereby agree, that the parties will cooperate and identify Designated Services Areas as development occurs that shall be within Fortville's water utility service territory, and Fortville is authorized to provide the potable water utility services to any customer now or in the future within such Designated Service Areas.

2. Designated Service Areas. The parties shall work together, through their respective town managers, to identify those areas in which McCordsville desires to have Fortville provide potable water service and that Fortville can provide such service. The parties

will create and maintain an updated a map identifying the Designated Service Areas governed by this Agreement. The initial Designated Service Areas are included in the attached Exhibit A.

For purposes of this Agreement, the term "service territory" refers solely to the territory in which Fortville is authorized to provide potable water utility service and shall not be interpreted to mean or constitute municipal corporate territory or jurisdiction.

3. Duration and Termination. This Agreement shall be in full force and effect as of the day it is last adopted by the town council of McCordsville or Fortville (whichever is last) and shall perpetual unless terminated by the mutual written agreement of the parties. If terminated for any reason or at any time, and notwithstanding any other provision or law, Fortville shall have the right to continue to provide the water service to those developments, properties, customers, and/or areas that Fortville is providing service to within the Designated Service Areas, until such time as Fortville elects in its discretion to no longer provide such service. No termination shall affect Fortville's right to continue to provide water service to the Designated Service Areas except as agreed to in writing by Fortville. No party or any other entity shall be granted or have the right to acquire any Fortville facilities without Fortville's consent.

4. Service Territory; No Annexation. Fortville, through its municipal potable water utility, shall be the sole and exclusive provider of potable water service to customers located within the Designated Service Areas, subject to applicable Indiana law and Fortville's ordinances, rules, regulations, rates, fees, policies, and utility standards.

   The Parties expressly acknowledge and agree that the Designated Service Areas shall remain within the corporate boundaries and governmental jurisdiction of the Town of McCordsville. The provision of potable water service by Fortville to any property, development, customer, or area within a Designated Service Area shall not constitute, result in, or be deemed an annexation of such property, development, customer, or area by Fortville.

   Nothing in this Agreement shall alter, transfer, expand, or otherwise affect the corporate boundaries, governmental jurisdiction, police powers, planning jurisdiction, zoning jurisdiction, or other governmental authority of either Party, except solely to the extent expressly provided herein with respect to the provision of potable water service. Fortville's provision of water service to property located within a Designated Service Area shall not confer upon Fortville any governmental jurisdiction over such property or the persons or entities located therein, other than such authority as may otherwise be provided by applicable Indiana law in connection with Fortville's operation and regulation of its municipal water utility.

Neither Party shall construe or use this Agreement as evidence of the other Party's consent to, agreement with, or waiver of any statutory requirement applicable to a future annexation.

Nothing in this Agreement shall be construed as an agreement by McCordsville to permit, consent to, or facilitate the annexation by Fortville of any Designated Service Area. Any future annexation of territory by Fortville shall be subject to a separate proceeding and all requirements of applicable Indiana law, including any notice, hearing, approval, petition, remonstrance, or other statutory requirements applicable at the time of such annexation.

The Parties specifically acknowledge that water service and municipal boundaries are separate matters, and the Parties' agreement that Fortville shall provide water service to a Designated Service Area shall not be conditioned upon, or create an expectation of, annexation of that area into Fortville.

.

5. <u>Joint Board</u>. To the extent Indiana Code § 36-1-7-3(a)(5) is applicable, the Parties hereby establish a joint board (the "Joint Board") which shall consist of three (3) members as follows:

    (A) One (1) representative appointed by the Town of Fortville, who shall initially be the Fortville Town Manager or the Town Manager's designee;
    (B) One (1) representative appointed by the Town of McCordsville, who shall initially be the McCordsville Town Manager or the Town Manager's designee; and
    (C) One (1) neutral member mutually selected and approved in writing by both Parties.

The neutral member shall not be an elected official, employee, attorney, engineer, consultant, contractor, or other representative of either Party and shall disclose any actual or potential conflict of interest before accepting appointment.

The initial neutral member shall be selected by mutual written agreement of the Town Managers, subject to approval by the Town Councils of both Parties. Any subsequent appointment of a neutral member shall be made in the same manner.

The sole purpose of the Joint Board shall be to administer the terms of this Agreement pursuant to Ind. Code § 36-1-7-3(a)(5)(B) to the extent it applies and shall have only those powers expressly delegated to it by this Agreement or by a subsequent written agreement of the Parties.

The Joint Board shall not have authority to:

1. amend this Agreement;
2. add or remove a Designated Service Area except as otherwise expressly authorized by this Agreement;
3. establish or modify Fortville utility rates, fees, or charges;
4. require either Party to expend funds not otherwise authorized by that Party;
5. transfer ownership of real or personal property;
6. alter the corporate boundaries or governmental jurisdiction of either Party;
7. authorize or approve annexation; or
8. waive any statutory requirement applicable to either Party.

The Parties do not anticipate a need for any real or personal property to be used in a joint undertaking, as contemplated by Ind. Code § 36-1-7-3(a)(6), but in the event such a need arises, any real or personal property shall be acquired, held, and disposed of by and in the name of Fortville or its Utilities. The duties for receiving, disbursing, and accounting for any monies paid is hereby delegated to the Fortville Clerk-Treasurer.

Except where this Agreement expressly provides otherwise, action by the Joint Board shall require the affirmative vote of at least two (2) members.

The Fortville and McCordsville representatives shall each have one vote, and the neutral member shall have one vote. If the Fortville and McCordsville representatives agree, the neutral member shall not be required to vote. If the Fortville and McCordsville representatives disagree on a matter properly within the authority of the Joint Board, the neutral member may cast the deciding vote.

The Joint Board shall meet as reasonably necessary to administer this Agreement and shall maintain appropriate records of its actions.

Nothing in this Section shall be construed to diminish the independent authority of either Town Council or any other officer, department, board, commission, or utility authority of either Party where approval or action by such body or officer is otherwise required by law.

6. No Third Party Beneficiaries. Nothing herein is intended to give, nor shall it have the effect of giving, any enforceable rights to any third parties who are not the signed parties hereto (solely Fortville and McCordsville), whether such claims are asserted as third party beneficiary rights or otherwise. Notwithstanding anything to the contrary, nothing herein shall be interpreted as granting any rights or standing of McCordsville as to Fortville's provision of services.

7. Non-Waiver of Territory. Nothing herein shall be interpreted as an agreement, admission, or waiver of any rights, claims, arguments, or interests with respect to the provision of utility service to any other territory or area except for the territory mutually agreed upon by the parties to be included in the Designated Service Areas, and all such rights, claims, arguments, and interests are expressly reserved by both parties.

8. Remedies for Breach. If a party breaches this Agreement, the other party shall be entitled to all remedies available at law or equity, and shall specifically be entitled to, but not limited to, injunctive relief, specific performance, emergency injunctive relief, and the recovery of all costs, including all court costs and attorneys' fees.

9. Severability. If any term or provision of this Agreement is declared to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect to the fullest extent permitted by law.

10. Entire Agreement. This Agreement represents the entire understanding between and among the parties hereto. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written, exist between them and that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise contained within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of both parties.

11. Successors and Assigns. This Agreement shall be binding upon the parties successors and assigns.

12. Recordation. Upon approval, this Agreement shall be recorded and filed pursuant to Indiana Code § 36-1-7-6.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

14. Recitals Incorporated. The recitals stated herein are incorporated herein by reference as if fully restated here.

15. Headings. The paragraph headings provided in this agreement are for demonstrative and reference purposes only and shall not be used in construing the meaning of any particular paragraph or the Agreement in anyway.

[Signatures Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of ____________________, 2026.

TOWN COUNCIL OF THE TOWN OF FORTVILLE, INDIANA

____

____

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____

ATTEST:

____

_________, Clerk Treasurer
Town of Fortville, Indiana

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of _____________________, 2026.

TOWN COUNCIL OF THE
TOWN OF MCCORDSVILLE, INDIANA

____

____

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____

____

ATTEST:

____
_____________, Clerk-Treasurer
Town of McCordsville, Indiana

Exhibit A

Designated Service Areas

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF FORTVILLE AND THE TOWN OF McCORDSVILLE
CONCERNING WATER SERVICE

This Interlocal Agreement Between the Town of Fortville and the Town of McCordsville Concerning Water Service ("Agreement") is entered into by and between the Town of Fortville, Indiana, acting through its Town Council ("Fortville") and the Town of McCordsville, Indiana, acting through its Town Council ("McCordsville"), and is effective upon adoption by both parties by ordinance.

WHEREAS, Fortville owns and operates a municipal water utility ("Utility") and provides potable water service to areas inside and outside of Fortville's municipal limits;

WHEREAS, McCordsville does not own or operate a municipal water utility;

WHEREAS, McCordsville has certain territory and areas within and near its municipal limits which is within the area Fortville is capable of providing potable water service ("Designated Service Areas"); and

WHEREAS, McCordsville desires to permit Fortville to extend potable water service to the Designated Service Areas and to include such areas within Fortville's water service territory for purposes of providing potable water service; and

WHEREAS, the Parties desire that this Agreement clarify their respective rights and responsibilities concerning the provision of potable water service within the Designated Service Areas without affecting any other rights, claims, obligations, or interests of either Party with respect to the provision of utility service in any other area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to establish, and the parties hereby agree, that the parties will cooperate and identify Designated Services Areas as development occurs that shall be within Fortville's water utility service territory, and Fortville is authorized to provide the potable water utility services to any customer now or in the future within such Designated Service Areas.

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   Nothing in this Agreement shall alter, transfer, expand, or otherwise affect the corporate boundaries, governmental jurisdiction, police powers, planning jurisdiction, zoning jurisdiction, or other governmental authority of either Party, except solely to the extent expressly provided herein with respect to the provision of potable water service. Fortville's provision of water service to property located within a Designated Service Area shall not confer upon Fortville any governmental jurisdiction over such property or the persons or entities located therein, other than such authority as may otherwise be provided by applicable Indiana law in connection with Fortville's operation and regulation of its municipal water utility.

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   (A) One (1) representative appointed by the Town of Fortville, who shall initially be the Fortville Town Manager or the Town Manager's designee;
   (B) One (1) representative appointed by the Town of McCordsville, who shall initially be the McCordsville Town Manager or the Town Manager's designee; and
   (C) One (1) neutral member mutually selected and approved in writing by both Parties.

The neutral member shall not be an elected official, employee, attorney, engineer, consultant, contractor, or other representative of either Party and shall disclose any actual or potential conflict of interest before accepting appointment.

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7. authorize or approve annexation; or
8. waive any statutory requirement applicable to either Party.

The Parties do not anticipate a need for any real or personal property to be used in a joint undertaking, as contemplated by Ind. Code § 36-1-7-3(a)(6), but in the event such a need arises, any real or personal property shall be acquired, held, and disposed of by and in the name of Fortville or its Utilities. The duties for receiving, disbursing, and accounting for any monies paid is hereby delegated to the Fortville Clerk-Treasurer.

Except where this Agreement expressly provides otherwise, action by the Joint Board shall require the affirmative vote of at least two (2) members.

The Fortville and McCordsville representatives shall each have one vote, and the neutral member shall have one vote. If the Fortville and McCordsville representatives agree, the neutral member shall not be required to vote. If the Fortville and McCordsville representatives disagree on a matter properly within the authority of the Joint Board, the neutral member may cast the deciding vote.

The Joint Board shall meet as reasonably necessary to administer this Agreement and shall maintain appropriate records of its actions.

Nothing in this Section shall be construed to diminish the independent authority of either Town Council or any other officer, department, board, commission, or utility authority of either Party where approval or action by such body or officer is otherwise required by law.

6. <u>No Third Party Beneficiaries</u>. Nothing herein is intended to give, nor shall it have the effect of giving, any enforceable rights to any third parties who are not the signed parties hereto (solely Fortville and McCordsville), whether such claims are asserted as third party beneficiary rights or otherwise. Notwithstanding anything to the contrary, nothing herein shall be interpreted as granting any rights or standing of McCordsville as to Fortville's provision of services.

7. Non-Waiver of Territory. Nothing herein shall be interpreted as an agreement, admission, or waiver of any rights, claims, arguments, or interests with respect to the provision of utility service to any other territory or area except for the territory mutually agreed upon by the parties to be included in the Designated Service Areas, and all such rights, claims, arguments, and interests are expressly reserved by both parties.

8. Remedies for Breach. If a party breaches this Agreement, the other party shall be entitled to all remedies available at law or equity, and shall specifically be entitled to, but not limited to, injunctive relief, specific performance, emergency injunctive relief, and the recovery of all costs, including all court costs and attorneys' fees.

9. Severability. If any term or provision of this Agreement is declared to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect to the fullest extent permitted by law.

10. Entire Agreement. This Agreement represents the entire understanding between and among the parties hereto. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written, exist between them and that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise contained within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of both parties.

11. Successors and Assigns. This Agreement shall be binding upon the parties successors and assigns.

12. Recordation. Upon approval, this Agreement shall be recorded and filed pursuant to Indiana Code § 36-1-7-6.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

14. Recitals Incorporated. The recitals stated herein are incorporated herein by reference as if fully restated here.

15. Headings. The paragraph headings provided in this agreement are for demonstrative and reference purposes only and shall not be used in construing the meaning of any particular paragraph or the Agreement in anyway.

[Signatures Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of ____________________, 2026.

TOWN COUNCIL OF THE TOWN OF FORTVILLE, INDIANA

____

____

____

____

____

ATTEST:

____
_________, Clerk Treasurer
Town of Fortville, Indiana

IN WITNESS WHEREOF, we have hereunto set our hands this ______ day of ____________________, 2026.

TOWN COUNCIL OF THE
TOWN OF MCCORDSVILLE, INDIANA

____

____

____

____

____

ATTEST:

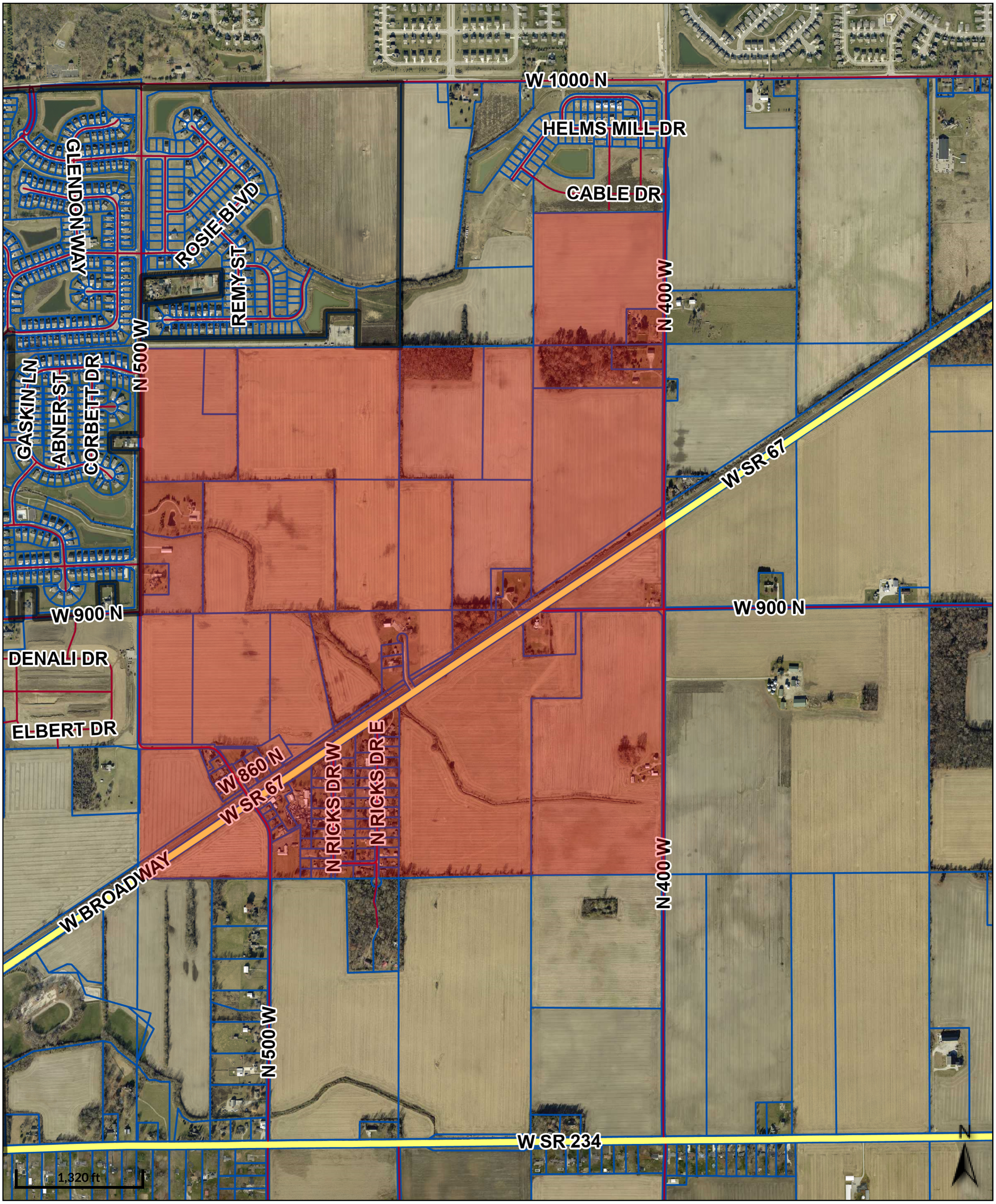
____
____________, Clerk-Treasurer
Town of McCordsville, Indiana

Exhibit A

Designated Service Areas

Fortville Water Utility Service in McCordsville

Exhibit A



TOWN OF FORTVILLE, INDIANA

Resolution No. 2026-__

A RESOLUTION APPROVING AND ADOPTING A PARKS AND RECREATIONAL FACILITIES NAMING RIGHTS POLICY

RECITALS

A. The Town Council of the Town of Fortville, Indiana (the "Town Council" and "Town," respectively) may, pursuant to Indiana Code § 36-10-2-2, establish, aid, maintain, and operate parks and various recreational facilities in the Town for the public benefit.

B. The Town Council finds that adopting and implementing a policy for the granting naming rights of such parks recreational facilities would benefit the Town and its maintenance, aid, and operation of such facilities.

BE IT THEREFORE RESOLVED BY THE TOWN COUNCIL OF FORTVILLE, INDIANA AS FOLLOWS:

Section 1: The foregoing Recitals are incorporated into this Resolution.

Section 2: Parks and Recreation Facilities Naming Rights Policy, a copy of which is attached to this Resolution, is hereby approved and adopted.

Signature Page Follows

Duly resolved and passed this ___ day of _______________, 2026 by the Town Council of the Town of Fortville, Hancock County, Indiana having been passed by a vote of ____ in favor and ___ opposed.

TOWN OF FORTVILLE, INDIANA, BY ITS TOWN COUNCIL

Voting Affirmative:	Voting Opposed:
______________________________	______________________________
Tonya Davis, President	Tonya Davis, President
______________________________	______________________________
Ryan Rummell, Vice President	Ryan Rummell, Vice President
______________________________	______________________________
Frederick Fentz	Frederick Fentz
______________________________	______________________________
Elizabeth Wyatt	Elizabeth Wyatt
______________________________	______________________________
Sean Morgan	Sean Morgan

ATTEST:

____
Melissa Glazier
Clerk-Treasurer

Parks and Recreation Facilities Naming Rights Policy

I. Policy Overview

The Town of Fortville (Town) recognizes the importance of donations made to the benefit of its parks and other recreational facilities. This policy establishes general procedures governing the opportunity for donors to name, dedicate, or rename Town park and recreation facilities appropriately in return for significant financial or real property contributions. The intent of this policy is to ensure that naming decisions are consistent, equitable, transparent, and aligned with the mission, values, and long-term stewardship responsibilities of the Town while safeguarding the public trust and integrity of the park system.

II. Definitions

- **Donor:** An individual, family, organization, or business providing a donation.
- **Real Property:** Land, including any structures or fixtures thereon.
- **Personal Property:** any property, tangible or intangible, in which someone can hold a movable interest and is not real property.
- **Memorial Donations:** Donations with the anticipation of adjoining signage, plaque, or marker to commemorate the donation.
- **Major Gifts:** A significant gift of cash, real property, or personal property from a donor or party eligible for acknowledgement through naming consideration.
- **Naming:** The permanent or temporary name assigned to a Town park, recreational facility, or amenity.
- **Park and Recreation Facility:** Sports fields, sports courts, gazebos, auditoriums, community centers, park buildings, playgrounds, shelters, habitats, trails, open space.
- **Park and Recreation Amenities:** Typical amenities found in public park facilities, including but not limited to water fountains, trees, benches, flowerbeds, trash cans, dog depot stations, bike repair equipment, sports equipment, brick pavers, decorative walls and other public use items as designated by the Parks Manager, Town Manager, or Town Council.

III. Naming Rights Opportunities

The Town holds many residents who provide significant contributions to the improvement of the community's park system. On occasion, the significance of such donations may warrant consideration from either the donor or another party to acknowledge such a gift by naming the real property, park and recreation facility, or park and recreation amenity. The Town reserves the right to deny or modify any request that does not meet policy standards or community interests. Approval of a naming rights donation does not create any ownership rights or long-term placement guarantees.

As a guideline, the threshold for considering naming rights for a real property, park and recreation facility, or amenity will include one or more of the following:

- Donation, transfer, or bargain sale of the majority of real property for a new or existing park to the Town.
- Contribution of a minimum of 75% of the capital construction costs associated with developing a park, recreational facility, or amenity.
- Provision of a minimum endowment for the continued maintenance and/or programming of the recreational facility/amenity.

Meeting these guidelines does not guarantee approval of naming rights, which is subject to the approval of the Town Council.

Other considerations may include:

- Alignment with mission, values, stewardship and strategic goals of the Town's park system.
- Appropriate balance between recognition of private support and preservation of public character.
- Consistency with current and future capital improvements, Town park master plans, Town comprehensive plans, or long-range needs of the park system.
- Consideration of nearby area or intended use or design of the space.
- Support of public safety and accessibility.
- Compatibility with existing or required agreements, easements, or land use restrictions.
- Protection of public interest and trust, transparency and consistency in decision making.
- Compliance with all applicable laws, ordinances, and adopted policies and rules.

IV. Regulations Governing Naming Rights

The Town Council governs the approval of naming rights and should balance commercial considerations with the Town's stewardship role. Naming rights should be granted with the following guidelines:

- Naming rights shall be granted for a fixed term, negotiated on a case-by-case basis.
- Proposed name displays must be included in the application and comply with Town signage ordinances.
- Company name changes may be reflected upon mutual agreement, with all costs borne by the company.
- All names must support a positive image and align with Town's values. Religious and political organizations and industries primarily associated with alcohol, tobacco, firearms, pornography, gambling, or lewd behavior are ineligible.
- The Town retains full ownership, control, and management of all named facilities.
- Naming rights may be renewed by mutual agreement.
- Termination:
  - Donors may voluntarily relinquish naming rights without refund.
  - The Town Council may terminate naming rights if continuation would bring the Town or park system into disrepute.

V. Application and Approval Process

Major gift donations with naming rights considerations will be coordinated through the Parks Manager and a proposal provided to the Town Council for review and approval. No promises, representations, or commitments regarding naming rights shall be made prior to final approval by the Town Council. All naming rights agreements must be in writing, signed by the donor(s), and clearly outline all terms and conditions prior to submission to the Town Council.

VI. Naming Rights Proposal Design

For all major gifts, design of parks/facilities/amenities or donated items must serve public interest, be designed to be appropriate for the site, area, and public use, constructed of materials suitable for outdoor use, and extreme weather conditions (or constructed in a manner to be protected/preserved/showcased for the public at an appropriate park and recreation facility), and be consistent with the Town's standards, brand, and character. While donors are welcomed to collaborate through the proposal, final location determination, materials, budget, and donation scope rests with the Town Council.

VII. Guidelines for Naming Rights Agreement

All naming rights shall be formalized through a written agreement approved by the Town Council. The agreement shall clearly document expectations, responsibilities, and protections for all parties. At a minimum, naming rights agreements shall include the following elements:

- Description of the Named Asset
- Clear identification of the property, facility, space, or amenity subject to naming rights
- Precise location within the park system or community, including maps or site references as needed
- Scope of naming (entire facility, portions, interior/exterior, or specific amenity) and number of locations
- Term and timeline
- Defined term of the naming rights agreement, including start and end dates
- Key milestones related to design, fabrication, installation, and recognition
- Conditions for renewal, extension, or expiration of naming rights
- Contribution and payment terms
- Total contribution amount and form (cash, real property, or approved in-kind support)
- Payment schedule and deadlines
- Any endowment, maintenance, or programmatic funding requirements
- Description of recognition type (signage, plaque, marker, digital recognition, etc.)
- Approved materials, finishes, size, and durability standards
- Compliance with all adopted signage, wayfinding, accessibility, and design policies and requirements
- Statement that all final design rests with the Town
- Approved placement of recognition elements
- Installation responsibilities and timelines
- Ownership and maintenance responsibilities following installation
- Deliverables and responsibilities
- Responsibilities of each party related to contracts, fabrication, installation, and ongoing maintenance
- Required deliverables, including artwork proofs, renderings, mockups, or samples
- Review and approval process for deliverables prior to fabrication or installation
- Acknowledgement that the Town retains full ownership, management, and control of the donation
- Acknowledgment that naming rights do not convey exclusive use, access, or operational control
- Conditions under which recognition elements may be modified, relocated, or removed and responsibilities and costs associated with such actions
- Termination and reversion
- Statement that naming rights automatically revert to the Town upon expiration or termination
- Clarification that termination does not require refund unless expressly stated
- Any required insurance or indemnification provisions, as determined by the Town

- Compliance with all applicable laws, ordinances, and policies
- Governing law and severability provisions

VIII. Recognition

Donations receiving naming rights may recognize individuals/groups/events as a condition of a naming rights agreement approved by the Town Council. Once executed, the donation receiving naming rights will be referred to as such in all communications and physical markers throughout the term of the written agreement. Physical signage, plaques, or other markers, as dictated in the agreement executed, must:

- Comply with adopted signage, design, wayfinding, and Town code standards
- Be tasteful, non-commercial in appearance, and appropriate in scale
- Must be approved by the Town Council

IX. Installation and Maintenance

A park, facilities, or amenity granted naming rights will be referred to exclusively as the agreed upon name throughout the duration of the naming rights agreement. All contracts required for acquisition, fabrication, or construction will be held by the Town, and payments or gifts will be accepted by the Town as defined by the terms of the written and executed agreement.

Upon acceptance or completion of installation, responsibility for routine maintenance and replacement shall be governed by the naming rights agreement. The Town reserves the right to:

- Close a named park, facility, or amenity in part of fully if damage, use, or disrepair threatens public safety.
- Remove a named park, facility, or amenity from public use until resources are available to resolve the issue and ensure public safety and utility.
- Remove or decommission a named park, facility, or amenity after the term of the written agreement.

X. Sponsorship & Advertising

Advertising and sponsorship of park facilities, amenities, programs and events are separate agreements independent of the naming rights policy, typically committing to a short duration of promotion or acknowledgment.

XI. Non-Donation Based Naming Decisions

Non-donation-based naming/renaming proposals should be brought to the Parks Manager for consideration. Proposals for non-donation-based naming recommendations should foster broad community support, memorialize a historical figure family or event, recognize a unique geographic or ecological feature, or celebrate an appropriate outstanding citizen or group. Final approval of naming requests remains with the Town Council.

XII. Termination and Revocation

Naming rights may be terminated by the Town Council if continuation would harm the reputation, mission, or values of the park system, Town, or community. Upon termination, no refund of contributions shall be required unless otherwise stated in the agreement. The Town retains full ownership, control, and management of all named properties, facilities, and amenities.

XIII. Authority and Administration

The Town Council retains sole authority to approve or deny all naming rights, dedications, or renaming of park and recreation facilities. The Town Council may add or exclude categories of facilities eligible for naming rights at any time to ensure appropriateness, equity, and consistency with community values. The Parks Manager is responsible for administering this policy, coordinating reviews, maintaining accurate records and agreements, and forwarding recommendations to the Town Council. This policy shall be reviewed periodically to ensure consistency, community needs, and operational best practices.

<u>Commercial Lease</u>

This Commercial Lease ("**Lease**"), entered into this ______ day of August 2026, by and between the Town of Fortville, Indiana ("**Lessor**"), and Indy Sharks Baseball Ward, LLC ("**Lessee**").

NOW, THERFORE, In consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Lessor and Lessee agree as follows:

1. <u>Premises and Use</u>. Lessor does hereby lease unto Lessee and Lessee does hereby take as Lessee upon and subject to the covenants, terms, and conditions herein set out, each of which the respective parties agree to keep and perform, the gymnasium and other designated areas of the building located at 400 W. Church Street, Fortville, Indiana, ("**Premises**") as more specifically set forth in Exhibit "A," which is attached hereto and made a part hereof for the purpose of an indoor youth baseball and softball training and practice facility.

2. <u>Term</u>. The term of this lease shall be 12 months and commence on the 1st day of September 2026, ("**Commencement Date**") and extend through the 31st day of August, 2027.

3. <u>Option to Renew</u>. Provided Lessee is not in default of any provision of this Lease, this Lease may be renewed by Lessee for additional periods of one (1) year each upon giving ninety (90) days' notice in writing to Lessor prior to the end of the renewal term.

4. <u>Rent</u>. Lessee shall pay as rent as follows:

First Renewal Term:	$4,250.00/month
Subsequent Renewal Terms:	Negotiated by Parties

Rent for renewal terms shall be subject to negotiation between the parties and may be subject to additional public notice, bidding, and approval by the Town.

Rent shall be due and payable in advance on the 1st day of each and every month during the above term, except that the first rent payment shall be due on September 1, 2026. Any payment not made on or before the 1st shall include an additional late fee of fifty dollars ($50). Said rent shall be payable without demand therefor, to Lessor at 714 Broadway Street, Fortville, Indiana 46040, or at such other place as Lessor from time to time may designate in writing.

5. Assignment or Subletting. This Lease shall not be assigned nor shall said Premises or any part thereof be let or sublet or used or permitted to be used for any purpose other than as a youth baseball and softball practice and training facility without the prior written consent of Lessor.

6. Repairs and Maintenance. Lessee shall keep the Premises in good order and repair, including maintenance of interior walls and repairs and maintenance related to baseballs, softballs, bats, and Lessee's use of the Premises for a youth baseball and softball practice and training facility. Lessor reserves the right to approve of any contractor used by Lessee for such maintenance or repairs and all such repairs and maintenance shall be performed to the satisfaction of Lessor to ensure the Premises are in a condition equal to the condition as of the Commencement Date. Lessor shall be responsible for all such repairs and maintenance of all electrical, plumbing, HVAC, and all structural and external building repairs and maintenance, including the roof and outside walls of the building, and the parking lot and all common areas, so long as such repair or maintenance is not due to Lessee's negligence or intentional acts. In the event Lessor is responsible for a repair or maintenance, Lessor shall have the sole authority and discretion to select the means of repair or maintenance, including selecting the person to perform the necessary work.

7. Build-Out, Alterations, and Additions. All decorations, alterations, and additions

deemed necessary by Lessee shall be made by Lessee at Lessee's expense, including all necessary materials and supplies for Lessee's use of the Premises for an indoor youth baseball and softball training and practice facility, including all hardware needed for any installation of batting cages, pitching mounds, and netting. Any such decorations, alterations, or additions, except trade fixtures, made by Lessee shall be removed by Lessee upon termination of this Lease. Lessee shall pay for repair of any damages caused by removal of any such items.

Notwithstanding the foregoing, Lessee shall not permit "major" alterations or additions in or to the Premises unless and until the plans have been approved by Lessor in writing. A "major" alteration or addition shall mean an alteration or addition which may affect the structure or mechanical components of the Premises.

Lessee shall ensure that all decorations, alterations, and additions, whether "major" or not, shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Premises. Upon completion of the work, Lessee shall provide lien waivers from the subcontractors or person(s) performing the work or a final affidavit of lien waiver from the general contractor, and such lien waiver shall be in a form acceptable to Lessor. No person shall be entitled to any lien derived through or under Lessee for any labor or material furnished to the Premises, and nothing in this Lease shall be construed to constitute consent by Lessor to the creation of any lien. If any lien is filed against the Premises for work claimed to have been done for or material claimed to have been furnished to Lessee, Lessee shall cause such lien to be discharged of record within 30 days after filing. Lessee shall indemnify Lessor from all costs, losses, expenses and attorneys' fees in connection with any and all decorations, alterations, and additions to the Premises and any related lien, which indemnity shall survive the expiration or earlier termination of this Lease.

8. Signage. Lessee reserves the right to use signs on the Premises and the common areas of the building and its adjacent parking and outside areas to advertise its business, but such signage shall comply with all of the zoning restrictions of the Lessor.

9. Nuisances. Lessee shall keep and preserve the Premises free from nuisance, and not use or permit the use of the Premises, or any part thereof, for any purpose forbidden by law or by this Lease.

10. Inspections. Lessor may at reasonable times enter upon any part of the Premises for the purpose of examining the condition thereof.

11. Insurance, Liability. Lessee shall maintain fire and extended coverage insurance upon the Premises in an amount not less than $1,000,000 with a good and reputable insurance carrier, naming the Lessor and Lessee as insureds as their interests appear and shall provide Lessor with a copy of said policy and annual written confirmation of premiums paid. Lessee shall also maintain liability insurance for all damages and claims of third parties upon the Premises in an amount no less than $1,000,000/occurrence and $2,000,000/annum. Lessor shall not be liable to Lessee or any other person or corporation, including employees, for any damage to his person or property caused by water, rain, snow, frost, fire, storm or accident, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to the Premises. Lessee shall defend and indemnify and save Lessor harmless from all such claims.

12. Surrender on Termination; Holding Over. The Lessee shall surrender said Premises at the termination of this Lease for any reason, and the same shall be in as good condition as received, ordinary wear and tear and providential destruction or damage excepted. If the Lessee

fails to surrender the leased premises at the expiration or earlier termination of this Lease, occupancy of the leased premises after the termination or expiration shall be that of a tenancy at sufferance. Lessee's occupancy of the leased premises during the holdover shall be subject to all the terms and provisions of this Lease and Lessee shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the of: (1) the sum of the minimum monthly rental due for the period immediately preceding the holdover; or (2) the fair market gross rental for the leased premises as reasonably determined by the Lessor. No holdover by the Lessee or payment by the Lessee after the expiration or early termination of this Lease shall be construed to extend the Term or prevent the Lessor from immediate recovery of possession of the leased premises by summary or otherwise. In addition to the payment of the amounts provided above, if Lessor is unable to deliver possession of the leased premises to a new Lessee, or to perform improvements for a new Lessee, as a result of Lessee's holdover and Lessee fails to vacate the leased premises within fifteen (15) days after the Lessor notifies the Lessee of the Lessor's inability to deliver possession, or perform improvements, Lessee shall be liable to the Lessor for all damages, including, without limitation, consequential damages, that the Lessor suffers from the holdover.

13. Default, Remedies. If Lessee fails to perform or observe any term, condition, covenant, or obligation of this Lease, fails to pay the rent or any part thereof at the time provided, or if Lessee shall abandon or vacate the Premises, or shall become bankrupt or shall make a general assignment for the benefit of creditors, Lessee shall be in default. If after fifteen (15) days' written notice setting forth the default the default continues, Lessor may at its election terminate this Lease by giving Lessee written notice thereof; and thereupon Lessee shall pay Lessor all sums then due under this Lease, or Lessor may, with or without demand, reenter and

take possession of the demised Premises, and in either case Lessee shall peacefully surrender possession thereof to Lessor, and all rights and interests of Lessee to possession and control hereunder shall cease and terminate, but nothing herein contained shall affect Lessor's right to the rent for the term herein specified. Upon taking possession hereunder, Lessor may at its election terminate this Lease by giving Lessee written notice thereof, or Lessor may re-let said property and Lessee shall be liable for and will pay as it accrues the difference in the rental for the balance of the term and all other sums due under this Lease. In addition to any of the foregoing remedies, Lessor may sue for injunctive relief or to recover damages for any loss resulting from the default.

14. Attorneys' Fees. In the event either party seeks a legal remedy to address a default in performance under this Lease, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in pursuing its remedies.

15. No Constructive Waiver. No waiver of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate for subsequent breach of any covenant, term or condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of the Premises, or any part thereof, waive any of the covenants, terms or conditions of this Lease, shall remain in full force and effect.

16. Definitions, Binding Effect, Choice of Law. Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns, or legal representatives of Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns, or legal representatives of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural, and the individual or business organization: subject always to the provisions herein contained as to assignment or subletting. This agreement

constitutes the entire agreement between the parties and is subject to the laws of the State of Indiana.

17. Partial Invalidity. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

18. Notice. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address(es) specified below. When so mailed, the notice shall be deemed to have been given as of the date it was mailed. Either party may change its address by giving written notice thereof to the other party.

Lessor:	Town of Fortville 714 E. Broadway Street Fortville, Indiana 46040 Attn: Town Manager
With payments to:	Town of Fortville 714 E. Broadway Street Fortville, Indiana 46040 Attn: Clerk-Treasurer
Lessee:	Jason Taulman LLC 16645 Blackbird Ct. Noblesville, IN 46060 317-201-1146 jason@taulmanbaseball.com

[Signature Page Follows]

In Witness Whereof, the parties hereto have duly executed the foregoing instrument in duplicate the day and year first above written.

TOWN OF FORTVILLE, INDIANA	INDY SHARKS BASEBALL WARD, LLC
By:__________________________ President, Town Council	By:__________________________
Attested by: __________________________ Clerk-Treasurer	
LESSOR	**LESSEE**

STATE OF INDIANA
COUNTY OF HANCOCK, SS:

Before me, the undersigned, a Notary Public in and for said county and state this ______ day of ______________________, 2026, personally appeared Tonya Davis, Town Council President, Lessor, and acknowledged the execution of the foregoing.

____
Notary Public
Resident of Hancock County, IN

My Commission Expires:

____

STATE OF INDIANA
COUNTY OF HANCOCK, SS:

Before me, the undersigned, a Notary Public in and for said county and state this ______ day of ______________________, 2026, personally appeared Indy Sharks Baseball Ward, LLC, Lessee, by ________________________ , and acknowledged the execution of the foregoing.

____
Notary Public
Resident of Hancock County, IN

My Commission Expires:

____

FORTVILLE POLICE DEPARTMENT

714 EAST BROADWAY, FORTVILLE, INDIANA 46040

CHIEF PATRICK W. BRATTON

Dispatch: (317) 477-4400 E-mail: pbratton@fortvillepd.IN.gov Police Department: (317) 485-4044 ext. 1010
Chief's Office: (317) 485-4044 Ext. 1009 Fax: (317) 485-6351

The UTVs listed all include power steering, power front windows, and a fully enclosed, climate-controlled cab. The options of AWD, 2WD, and on-demand all-wheel drive make it nearly invincible to all terrain and climates. It's worth noting that Indy Powersports is offering the higher end version, but it is listed at a price point greater than we are looking to spend currently. All three units come with some type of warranty, and most of the routine maintenance work can be performed in-house.

Location	Unit	Final Cost
Fear Powersports, LLC 6908 S. US Highway 27 Berne, IN 46711 (260) 589-3000	2027 Polaris Ranger XP 1000 NorthStar Premium (Stealth Gray)	$26,725.00
On Target 14224 N. Rosfeld Rd Sunman, IN 47041 (812) 623-2300	2026 Polaris Ranger XP 1000 NorthStar Premium (Gray)	$27,463.00
Indy Powersports 10142 Bradford Rd Avon, IN 46123 (317) 769-5728	2026 Polaris Ranger XP 1000 NorthStar Ultimate *Upgraded version	$32,999.00

Specs

Seats: 3
Fuel Capacity: 11.5 gal (43.5 L)
Towing Capacity: 2500

<u>**Engine**</u>:

Bore and Stroke: 2.89
Compression Ratio: 10.8:1
Displacement: 999 cc
Engine Type: 4-stroke twin cylinder DOHC
Final Drive: Selectable on-demand all-wheel drive, AWD/2WD/VersaTrac Turf Mode

Fuel System; Electronic Fuel Injection
Maximum Torque: 62
Starting System: Electric
Transmission: Gen 2 Automatic PVT H / L / N / R / P

<u>CHASSIS</u>:

Brake Systems:	Front / Rear - 4-wheel hydraulic disc with dual-bore front and rear calipers Parking - Park in-transmission
Front/Rear Suspension:	Dual A-arm, 10" (25.4 cm) travel

A UTV would serve several purposes for the Fortville Police Department. As the town continues to experience physical growth a UTV would allow officers the ability to patrol areas that a full-size law enforcement vehicle cannot easily access such as large fields, tight walk paths, uneven or harsh terrain, or town parks. UTVs are utilized by law enforcement all over for large area searches, and rescue operations. A UTV would be especially useful during and after severe storms and allow officers to access areas blocked by downed trees or other debris that a traditional law enforcement vehicle would not be able to safely navigate through. A UTV would allow officers the ability to operate regardless of snow accumulation, allowing officers the opportunity to assist at times when the roads are deemed “unsafe” for traditional vehicle travel. The UTVs listed above include an enclosed cab area, allowing officers to spend extended periods utilizing this tool, even during the harsh weather or the elements.

Additionally, the Fortville Police Department recognizes the integral role it plays in serving the community. A key role in community service is keeping all members of the community safe. Project Life Saver is a program that aims to help the more vulnerable population avoid tragedy. A UTV would allow the officers of the Fortville Police Department the ability to respond to PLS calls in a more efficient manner, so that they search the larger areas, faster. Just due to the nature of PLS calls, they often require searches around bodies of water or through wooded areas where officers must attempt to navigate on foot. A UTV would allow these searches to be done more rapidly while allowing for a thorough search of the area to be completed safely. A UTV would also be very beneficial to the department and its officers during community-driven events such as Summerfest and Winterfest, etc. It would allow officers to be present and have a quick method of response to scenes at the events, when a larger police vehicle may not be able to navigate the crowd.

ACCOUNT		2026 TOTAL APPROP	JAN-JUN 26 DISBURSED	DIFFERENCE	% SPENT	2027 Proposed	CHANGE	% inc
FUND 0101	**GENERAL**							
GROUP 1 - Personal Services								
1101001111.000	Town Council President Salary	4,100	2,050	2,050	50	**$4,100**	0	0%
1101001112.000	Clerk Treasurer Salary	54,339	27,230	27,109	50	**$54,127**	(212)	0%
1101001113.000	Planning & Building Director	82,135	40,610	41,525	49	**$81,695**	(440)	-1%
	Civil Engineer - Vacant	0	0	-		**$82,000**	82,000	
	Deputy Planner - Vacant					**$68,560**	68,560	
1101001114.000	Building Inspector Ass't	26,482	12,839	13,643	48	**$0**	(26,482)	-100%
1101001115.000	Deputy Clerk Salary	32,094	0	32,094	0	**$29,846**	(2,248)	-7%
1101001116.000	Town Manager Salary	9,119	8,492	627	93	**$10,031**	912	10%
	Ass't Town Manager - Vacant					**$6,064**	6,064	
1101001118.000	Building Inspector	64,384	32,044	32,340	50	**$64,087**	(297)	0%
1101001119.000	Redevelopment Salary	3,000	0	3,000	0	**$3,000**	0	0%
1101001131.000	Town Share FICA/MEDI/SUTA	21,087	9,056	12,031	43	**$30,869**	9,782	46%
1101001132.000	Employer PERF Contribution	38,135	12,138	25,997	32	**$41,356**	3,221	8%
1101001134.000	Employer Health Insurance	75,554	7,519	68,035	10	**$95,833**	20,279	27%
	Town Total	410,429	151,978	258,451	37	**$571,568**	161,139	39%
1101002113.000	Chief & Officer's Salary	1,273,702	661,631	612,071	52	**$1,546,418**	272,716	21%
1101002114.000	Police Comm	3,000	0	3,000	0	**$3,000**	0	0%
1101002125.000	Police Overtime Salary	3,050	0	3,050	0	**$3,050**	0	0%
1101002131.000	Town Share Police FICA/MEDI	97,902	48,838	49,064	50	**$118,764**	20,862	21%
1101002132.000	Police Employer PERF Contributior	335,567	129,571	205,996	39	**$352,998**	17,431	5%
1101002134.000	Police Employer Insurance	331,807	107,053	224,754	32	**$325,405**	(6,402)	-2%
	Police Total	2,045,028	947,093	1,097,935	46	**$2,349,635**	304,607	15%
	GROUP TOTAL	$2,455,457	$1,099,071	$1,356,386	45	**$2,921,203**	$465,746	19%
GROUP 2 - Supplies								
1101001210.000	Office Supplies	$21,120	8,688	$12,432	41	**$21,750**	630	3%
1101001212.000	Planning Office Supplies	2,500	1,536	964	61	**$2,500**	0	0%
	Town Total	$23,620	$10,224	$13,396	43	**$24,250**	$630	3%
1101002210.000	Police Office Supplies	3,290	426	2,864	13	**$3,390**	100	3%
1101002221.000	Police Fuel	61,800	30,012	31,788	49	**$70,000**	8,200	13%
1101002223.000	Police Taser Supplies	4,400	4,400	-	100	**$5,000**	600	14%
1101002236.000	Police Gear	7,190	2,360	4,830	33	**$7,410**	220	3%
1101002237.000	Police Ammunition	12,580	1,649	10,931	13	**$12,960**	380	3%
1101002238.000	Police Less Lethal Ammunition	5,570	7,691	(2,121)	138	**$6,000**	430	8%
1101002241.000	Police Supplies	9,940	4,283	5,657	43	**$10,240**	300	3%
1101002290.000	Police Uniforms	13,510	9,158	4,352	68	**$15,000**	1,490	11%
1101002224.000	Police Vests	7,500	3,476	4,024	46	**$10,000**	2,500	33%
1101002291.000	Police Reserve Uniforms	4,570	631	3,939	14	**$5,000**	430	9%
1101002222.000	PD Car Maint Supplies	1,220	0	1,220	0	**$1,260**	40	3%
1101002231.000	Police K9 Supplies	9,000	511	8,489	6	**$9,270**	270	3%
	Police Total	140,570	64,597	75,973		**$155,530**	14,960	

ACCOUNT		2026 TOTAL APPROP	JAN-JUN 26 DISBURSED	DIFFERENCE	% SPENT	2027 Proposed	CHANGE	% inc
	GROUP TOTAL	$164,190	74,821	89,369	46	$179,780	$15,590	9%
GROUP 3 - Other Services and Charges								
1101001311.000	Attorney	$127,310	23,244	104,066	18	**$131,130**	3,820	3%
1101001313.000	Professional Services	$93,500	61,054	32,446	65	**$110,480**	16,980	18%
101 001 316	General - Planning Training	$2,500	5,244	(2,744)	210	**$2,500**	0	0%
1101001321.000	Clerk-Attorney/Professional Ser	$19,670	765	18,905	4	**$20,260**	590	3%
1101001322.000	Professional - Planning	$35,000	48,376	(13,376)	138	**$60,000**	25,000	71%
1101001316.000	Planning Training	$1,780	0	1,780	0	**$1,830**	50	3%
1101001391.000	Trash Contract	$474,600	186,303	288,297	39	**$494,100**	19,500	4%
1101001396.000	Economic Development	$3,720	5,000	(1,280)	134	**$3,830**	110	3%
1101001332.000	Advertising	$6,180	2,271	3,909	37	**$6,370**	190	3%
1101001390.000	Promotion	$10,420	951	9,469	9	**$10,730**	310	3%
1101 001 342	Insurance Liability	$67,600	26,306	41,294	39	**$68,600**	1,000	1%
1101001324.000	Telephone	$40,600	5,790	34,810	14	**$44,660**	4,060	10%
1101001351.000	Utilities	$165,720	29,120	136,600	18	**$182,290**	16,570	10%
1101001352.000	Hydrant Rentals	$364,540	0	364,540	0	**$375,480**	10,940	3%
1101001361.000	Building Repairs	$10,230	679	9,551	7	**$10,540**	310	3%
1101001362.000	Building		3,442	(3,442)		**$0**	0	
1101001325.000	Prof Meetings	$2,680	150	2,530	6	**$2,760**	80	3%
1101001326.000	Postage	$2,370	745	1,625	31	**$2,440**	70	3%
1101001343.000	Payroll Fees	$7,210	2,560	4,650	36	**$7,430**	220	3%
1101001348.000	Park Services	$50,000	0	50,000	0	**$52,500**	2,500	5%
1101001349.000	MVH Services	$400,000	0	400,000	0	**$400,000**	0	0%
1101001395.000	Dues	$5,310	263	5,047	5	**$5,470**	160	3%
	Town Total	$1,890,940	402,263	1,488,677	21	**$1,993,400**	102,460	5%
1101002322.000	Police Computer Maintenance	$3,720	4,188	(468)	113	**$4,000**	280	8%
1101002394.000	Police Reserves	$3,070	302	2,768	10	**$3,160**	90	3%
1101002314.000	Police Credit	$3,710	3,763	(53)	101	**$9,100**	5,390	145%
1101002315.000	Police Professional Services	$42,030	23,385	18,645	56	**$44,000**	1,970	5%
1101002316.000	Police Car Maintenance Services	$16,150	3,384	12,766	21	**$16,640**	490	3%
1101002317.000	Police Car Repair Services	$35,840	7,552	28,288	21	**$36,920**	1,080	3%
1101002326.000	Police Postage	$610	0	610	0	**$630**	20	3%
1101002395.000	Police Professional Dues	$4,080	2,231	1,849	55	**$4,210**	130	3%
1101002397.000	Police Membership Dues	$630	144	486	23	**$650**	20	3%
1101002313.000	Interact 911	$13,000	12,629	371	97	**$14,000**	1,000	8%
	Police Total	$122,840	57,578	65,262	47	**$133,310**	10,470	9%
	GROUP TOTAL	$2,013,780	459,841	1,553,939	23	**$2,126,710**	$112,930	6%
GROUP 4 - Capital Outlays								
	Equipment					**$42,000**	42,000	0%
	Town Total	0	0	-		**$42,000**	42,000	
1101002441.000	Police Vehicles	58,000	57,372	628	99	**$0**	-58000	-100%
1101002442.000	Police Computers	12,550	8,175	4,375	65	**$13,000**	450	4%

ACCOUNT		2026 TOTAL APPROP	JAN-JUN 26 DISBURSED	DIFFERENCE	% SPENT	2027 Proposed	CHANGE	% inc
1101002443.000	Police JIT Equipment	$3,090	0	3,090	0	**$3,000**	-90	-3%
1101002591.000	Police Equipment	$55,490	35,591	19,899	64	**$58,000**	2510	5%
	Police Total	$129,130	$101,138	$27,992	78	**$74,000**	-55130	-43%
	GROUP TOTAL	$129,130	$101,138	$27,992	78	**$116,000**	($13,130)	-10%
	FUND 0101 TOTAL	**$4,762,557**	**1,800,829**	**3,027,686**	**38**	**$5,343,693**	**$581,136**	12.20%

FUND 0254 LOCAL OPTION INCOME TAX

GROUP 3 - Other Services and Charges								
2240001352.000	Hydrant Rental		100,000	(100,000)		0	(265,570)	
2240002393.000	LIT – - POLICE DEPARTME - Body Cam Storage		12,000	(12,000)		12,000	(265,570)	
	GROUP TOTAL		112,000	($112,000)		**$12,000**	$12,000	
	0254 FUND TOTAL	**$0**	**112,000**	**(112,000)**	**#DIV/0!**	**$12,000**	**$12,000**	**#DIV/0!**

FUND 0310 GO-BOND

GROUP 5 - Debt Service								
3340001381.000	2013 Principal	110,000	110,000	-	100	**$110,000**	0	0%
3340001382.000	2013 Interest	5,967	5,966	1	100	**$3,436**	-2531	-42%
	GROUP TOTAL	$115,967	115,966	1	100	$113,436	($2,531)	-2%
	0310 FUND TOTAL	**$115,967**	**115,966**	**1**	**100**	**$113,436**	**($2,531)**	**-2.18%**

FUND 0312 2021 LR BOND

GROUP 5 - Debt Service								
3318001373.000	2021 LR Bond - Lease Rental	236,500	118,000	118,500	50	**$237,000**	500	0%
	GROUP TOTAL	$236,500	118,000	118,500	50	$237,000	$500	0%
	0312 FUND TOTAL	**$236,500**	**118,000**	**118,500**	**50**	**$237,000**	**$500**	**0.21%**

FUND 0202 LOCAL ROAD & STREET

GROUP 3 - Other Services and Charges								
2202001361.000	Street	50,000	42,578	7,422	85	**$50,000**	0	0%
	GROUP TOTAL	$50,000	42,578	7,422	85.16	$50,000	$0	0%
	0202 FUND TOTAL	**$50,000**	**42,578**	**7,422**	**85**	**$50,000**	**$0**	**0.00%**

Town of Fortville
2027 Proposed Budget

ACCOUNT		2026 TOTAL APPROP	JAN-JUN 26 DISBURSED	DIFFERENCE	% SPENT	2027 Proposed	CHANGE	% inc
FUND 0201	**MOTOR VEHICLE HIGHWAY**							
GROUP 1 - Salaries and Wages								
2201001112.000	Employee Wages	233,397	93,339	140,058	40	**$253,948**	$20,551	9%
2201001113.000	Town Council Wages	3,750	1,875	1,875	50	**$3,750**	$0	0%
2201001114.000	Town Manager Wages	34,195	33,928	267	99	**$37,615**	$3,420	10%
	Ass't Town Manager - Vacant					**$22,740**	$22,740	
2201001125.000	Overtime Wages	7,000	0	$7,000	0	**$7,000**	$0	0%
2201001131.000	Town Share FICA/MEDI	21,293	9,664	11,629	45	**$24,867**	3,574	17%
2201001132.000	Employer PERF Contribution	38,992	14,287	24,705	37	**$35,986**	(3,006)	-8%
2201001134.000	Employer Health Insurance	66,276	21,861	44,415	33	**$91,338**	25,062	38%
	GROUP TOTAL	$404,903	174,954	$229,949	43	$477,244	$72,341	18%
GROUP 2 - Supplies								
2201001210.000	Supplies	31,830	3,361	28,469	11	**$32,790**	960	3%
2201001221.000	Fuel	30,610	4,397	26,213	14	**$31,530**	920	3%
2201001231.000	Clothing & Boots	1,030	800	230	78	**$1,200**	170	17%
2201001235.000	Bituminous Material	0	3,472	(3,472)		**$8,590**	8,590	
2201001236.000	Calcium	31,830	8,097	23,733	25	**$32,790**	960	3%
2201001233.000	Stone	11,750	11,741	9	100	**$29,030**	17,280	147%
	GROUP TOTAL	$107,050	31,868	75,182	30	$135,930	$28,880	27%
GROUP 3 - Other Services and Charges								
2201001312.000	Engineering	11,950	1,506	10,444	13	**$12,310**	360	3%
2201001321.000	Professional Services	18,130	8,440	9,690	47	**$18,680**	550	3%
2201001332.000	Legal Publications	360	0	360	0	**$380**	20	6%
2201001341.000	Workman's Comp Insurance	95,000	11,059	83,941	12	**$97,600**	2,600	3%
2201001324.000	Phone/Internet	5,330	1,426	3,904	27	**$5,870**	540	10%
2201001351.000	Utilities	16,190	9,839	6,351	61	**$17,810**	1,620	10%
2201001361.000	Street Repair & Maintenance	24,350	12,400	11,950	51	**$106,330**	81,980	337%
2201001372.000	Equipment Repair & Maintenance	31,520	22,976	8,544	73	**$32,470**	950	3%
2201001391.000	Tree Maintenance	13,940	35	13,905	0	**$14,360**	420	3%
2201001390.000	Travel & Professional Meetings	1,190	0	1,190	0	**$1,230**	40	3%
2201001331.000	Drainage Assessment	80	0	80	0	**$90**	10	13%
2203001452.000	MVH Restricted Funds	89,282	9,500	79,782	11	**$200,000**	$110,718	124%
	GROUP TOTAL	$307,322	77,181	230,141	25	$507,130	$199,808	65%
GROUP 4 - Capital Outlays								
2201001441.000	Equipment	232,836	10,223	222,613	4	**$393,836**	$161,000	69%
2201001451.000	Sidewalks	59,520	26,555	32,965	45	**$61,310**	$1,790	3%
2201001452.000	Signs	7,730	454	7,276	6	**$10,000**	$2,270	29%
	GROUP TOTAL	$300,086	37,232	262,854	12	$465,146	$165,060	55%
2201001590.000	Recorder Fees		280	(280)	#DIV/0!	$0	0	#DIV/0!
	0201 FUND TOTAL	**$1,119,361**	**$321,515**	**$797,846**	**29**	**$1,585,450**	**$466,089**	**41.64%**

ACCOUNT		2026 TOTAL APPROP	JAN-JUN 26 DISBURSED	DIFFERENCE	% SPENT	2027 Proposed	CHANGE	% inc
				-				
FUND 0233	**CONTINUING EDUCATION**							
GROUP 3 - Other Services and Charges								
2228002323.000	Cont Ed Training		115,821	(115,821)		**$20,000**	$20,000	
	GROUP TOTAL	$0	115,821			$20,000	$0	
	FUND 0233 TOTAL	**$0**	**115,821**	**(115,821)**		**$20,000**	**$0**	
FUND 0211	**PARK**							
GROUP 1 - Salaries and Wages								
2204001111.000	Employee Wages	188,986	98,262	90,724	52	**$200,260**	$11,274	6%
2204001113.000	Town Council Wages	3,750	1,875	1,875	50	**$3,750**	$0	0%
2204001131.000	Town Share FICA/MEDI	14,744	7,385	7,359	50	**$15,607**	863	6%
2204001132.000	Employer PERF Contribution	26,836	11,005	15,831	41	**$22,429**	(4,407)	-16%
2204001134.000	Employer Health Insurance	78,350	27,422	50,928	35	**$80,219**	1,869	2%
	GROUP TOTAL	$312,666	145,949	166,717	47	$322,265	$9,599	3%
GROUP 2 - Supplies								
2204001210.000	Supplies	6,980	3,048	3,932	44	**$7,190**	210	3%
2204001211.000	Clothing & Boots	1,190	243	947	20	**$1,230**	40	3%
2204001212.000	Supplies (Equipment)	2,260	382	1,878	17	**$2,330**	70	3%
2204001213.000	Supplies (Shelter House)	460	102	358	22	**$480**	20	4%
2204001214.000	PARK - SUPPLIES (PLAYGROUND)		1,096					
2204001215.000	Supplies (Park)	11,820	2,056	9,764	17	**$12,180**	360	3%
2204001221.000	Fuel	5,120	3,157	1,963	62	**$6,000**	880	17%
2204001231.000	Community Center Supplies	1,610	157	1,453	10	**$1,700**	90	6%
2204001235.000	FCC - Repair and Maintenance	7,040	5,268	1,772	75	**$13,100**	6,060	86%
2204001236.000	Repair and Maintenance (Equipme	3,110	6,017	(2,907)	193	**$13,700**	10,590	341%
2204001237.000	Repair and Maintenance (Park)	8,410	8,876	(466)	106	**$21,400**	12,990	154%
2204001238.000	Repair and Maintenance (Shelter H	540	0	540	0	**$560**	20	4%
2204001239.000	Repair and Maintenance (Playgrou	1,660	0	1,660	0	**$1,710**	50	3%
2204001240.000	Repair and Maintenance (Other)	4,150	1,073	3,077	26	**$4,280**	130	3%
2204001250.000	Park - Damages (Restrooms)	1,730	0	1,730	0	**$1,790**	60	3%
	Trees	0	0	-	#DIV/0!	**$20,000**	20,000	#DIV/0!
2204001243.000	Pest Control	2,510	61	2,449	2	**$3,500**	990	39%
	GROUP TOTAL	$58,590	31,536	27,054	54	$111,150	$52,560	90%
GROUP 3 - Other Services and Charges								
2204001315.000	Professional Services	32,450	15,352	17,098	47	**36,200**	3,750	12%
2204001316.000	Repair & Maintenance	4,220	0	4,220	0	**$4,350**	130	3%
2204001317.000	Repair & Maintenance (Park))	3,590	0	3,590	0	**$25,700**	22,110	616%
2204001319.000	Repair & Maintenance (Shelter Hou	320	0	320	0	**$330**	10	3%
2204001324.000	Phone/Internet	11,400	4,406	6,994	39	**$11,400**	0	0%

Town of Fortville
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ACCOUNT		2026 TOTAL APPROP	JAN-JUN 26 DISBURSED	DIFFERENCE	% SPENT	2027 Proposed	CHANGE	% inc
2204001341.000	Insurance Liability	30,500	5,029	25,471	16	**$30,500**	0	0%
2204001344.000	Park - Educ & Member Dues	780	0	780	0	**$810**	30	4%
2204001351.000	Utilities	30,070	7,409	22,661	25	**$33,080**	3,010	10%
2204001352.000	Community Center Utilities	47,220	16,958	30,262	36	**$51,950**	4,730	10%
2204001361.000	FCC Repair & Maintenance	$7,620	1,896	5,724	25	**$7,850**	230	3%
2204001394.000	Playground Maintenance	2,580	0	2,580	0	**$2,660**	80	3%
2204001392.000	Senior Services	6,060	0	6,060	0	**$6,250**	190	3%
	GROUP TOTAL	$176,810	51,050	125,760	29	$211,080	$34,270	19%
GROUP 4 - Capital Outlays								
2204001430.000	Building Improvements	75,000	0	75,000	0	**$75,000**	$0	0%
2204001432.000	Trails		0	-		**$25,000**	$25,000	
2204001441.000	Equipment	88,000	0	88,000	0	**$100,000**	$12,000	14%
	GROUP TOTAL	$163,000	0	163,000	0	$200,000	$37,000	23%
2204001511.000	Sales Tax On	$0	1,874	(1,874)		$0	0	
2204001591.000	Park - Unappropriated	$0	5,244	(5,244)		$0	0	
	0211 FUND TOTAL	**$711,066**	**235,653**	**475,413**	**33**	**$844,495**	**$133,429**	**18.76%**
	Decreased for 1782 Notice	**0**		-				
FUND 0401	**CUMMULATIVE CAPITAL IMP (CCI)**							
GROUP 4 - Capital Outlays								
4401001413.000	Improvements	$10,000	0	10,000	0	**$10,000**	0	0%
	GROUP TOTAL	$10,000	0	10,000	0	$10,000	$0	0%
	0401 FUND TOTAL	**$10,000**	**0**	**10,000**	**0**	**$10,000**	**$0**	**0.00%**
FUND 0402	**CUMMULATIVE CAPITAL DEVELOPMENT (CCD)**							
GROUP 4 - Capital Outlays								
4402001490.000	Other Capital Outlay	$36,000	19,131	16,869	53	**$136,000**	100000	278%
	GROUP TOTAL	$36,000	19,131	16,869	53	$136,000	$100,000	278%
	0402 FUND TOTAL	**$36,000**	**19,131**		**53**	**$136,000**	**$100,000**	**277.78%**
FUND 0103	**REDEVELOPMENT BOND**							
GROUP 5 - Debt Service								
3311000381.000	TIF 2005 Bond Principal		0	-		**$180,000**	180000	
3311000382.000	TIF 2005 Bond Principal		0	-		**$54,836**	54836	
	GROUP TOTAL	$0	0	-		$234,836	$234,836	
	0103 FUND TOTAL	**$0**	**0**	**-**		**$234,836**	**$234,836**	
	GRAND TOTAL ALL FUNDS	**$7,041,451**	**3,036,247**	**$4,054,293**	**43**	**$8,586,910**	**$1,525,459**	21.66%