

Floyd County Redevelopment Commission Meeting

Pine View

Room 104

Friday, December 20 2024

1:00 PM

- I. Call to Order and Welcome
- II. Roll Call
- III. Approval Minutes and Claims
- IV. Reports
  - a. 1112 Fund – Economic Development
  - b. 4933 Fund – Redevelopment Fund
  - c. 4938 Fund – Revolving Loan Fund
  - d. 9121 Fund – Highlander Point Edwardsville TIF
  - e. Make My Move
    - i. Increase in Background check 2025
- V. Public Comment
- VI. New Business
  - a. Novaparke Update
    - i. Building 5 Update and Progress
    - ii. Broker Fees RFP Review and Schedule
    - iii. The Root – Contractual Review
  - b. Innovation Expo Series
    - i. Global Entrepreneurial Week
    - ii. Big Pitch Winners Agreement
  - c. Edwardsville School Update
    - i. READI 2.0
    - ii. Communication with Developer Update
  - d. Tunnel Hill
    - i. Development Agreement Discussion
  - e. Christmas in the County and One Southern Indiana event
    - i. Update
  - f. Staff
    - i. Commissioners Master Contract Discussion
- VII. Adjournment



October 2, 2024

Mr. Don Lopp, Director of Operations and County Planning  
Via Electronic Mail: [dlopp@floydcounty.in.gov](mailto:dlopp@floydcounty.in.gov)

Re: Architectural/Engineering (A/E) Fee Proposal for Edwardsville School Building  
Renovation and Re-purpose of Former School to Multi-purpose Use Building  
State Road 62, Edwardsville, Indiana

Dear Don,

We are pleased to offer our proposal for A/E services for the renovation and repurpose of the historic Edwardsville School building, located just off of I-64 and State Road 62 in Edwardsville.

It is our understanding that this project encompasses the interior planning and renovation portion of the overall revitalization project. Watertightness and structural remediation of the exterior shell, along with site work, is included under a separate agreement and is not a part of this project. This renovation would convert the 14,000 square foot facility from an abandoned elementary school into a community building, housing with yet to be determined occupants. Cost is estimated to be between \$2,400,000 and \$2,900,000.

**Our total A/E fee for this project is a lump sum fee (LSF) of \$203,000 and shall be delivered through the following phases:**

**Basic A/E Services**

Design	\$ 40,600	(20% of Basic A/E Services)
Construction Documents	\$121,800	(60% of Basic A/E Services)
Construction Administration	<u>\$ 40,600</u>	(20% of Basic A/E Services)
<b>Total for All Phases of Service</b>	<b>\$203,000</b>	

**Scope of Work Provided Under this Proposal**

1. Schematic Design Phase

- Consult Owner regarding project needs/goals
- Assist Owner in developing a program of required spaces, rooms, and sizes
- Review information about the site to assess and ascertain any special issues that might affect plan development
- Finalize the scope of work to be performed
- Produce preliminary/schematic drawings that include preliminary floor plan and elevations

Mr. Don Lopp, Director of Operations and County Planning  
A/E Fee Proposal for Renovation and Re-purpose of Former Edwardsville School  
October 2, 2024

2. Design Development Phase

- Coordinate work with MEP and structural engineers
- Includes further design development of the plan and coordination of Owner provided information
- Includes design progress meetings as required (in person or via Teams)
- Coordination and meetings with local development and building officials for required review and/or approvals

3. Construction Drawing Phase (as listed below and applicable to the project)

Architectural Drawings

- Title, Code Analysis, Life Safety Sheet
- Floor Plan
- Reflected Ceiling Plan
- Roof Plan
- Roof Details
- Building Exterior Elevations
- Building Sections
- Wall Sections
- Interior Elevations (as required)
- Door Schedule
- Door and Window Details and Elevations
- Miscellaneous Details

Structural Drawings

- Foundation Plan
- Foundation Details
- Floor Slab Plan
- Miscellaneous Details

Mechanical Drawings

- HVAC Plan
- HVAC Notes and Sheet Specifications
- HVAC Equipment Schedules
- Miscellaneous Drawings

Mr. Don Lopp, Director of Operations and County Planning  
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Electrical Drawings

- Notes and Sheet Specifications
- Power Plan
- Lighting Plan
- Panel Schedule

Plumbing Drawings

- Notes and Sheet Specifications
- Plumbing Plan
- Plumbing Riser Isometric Diagram
- Plumbing Fixture Schedule (as required)
- Fire Suppression Design Plan Criteria

4. Construction Administration Phase

- Submit application and review drawings (State of Indiana Building Plan Review and local officials)
- Initial Site Visit/Pre-Construction Conference, followed by regular weekly or bi-weekly site visits (up to 18) based on completion of work to be observed
- Review of submittals, shop drawings, change orders, and fielding questions during construction
- Monthly review of progress for payment applications
- Participate in Punchlist Walkthrough and provide Certificate of Substantial Completion at end of construction

This LSF includes MEP and structural engineering.

This LSF does not include civil engineering or site design, interior design, furniture selection, wetlands consultation, flood abatement consultation, geotechnical studies or reports, materials testing, hazardous material survey, reports or abatement, or special inspections.

This LSF does not include the cost of governmental review fees or permits.

This LSF does not include reimbursable expenses, such as courier service or printing. These will be billed at our direct cost plus 10%.

The attached terms and conditions apply to this proposal.

Mr. Don Lopp, Director of Operations and County Planning  
A/E Fee Proposal for Renovation and Re-purpose of Former Edwardsville School  
October 2, 2024

If you wish to accept this proposal, please sign and return a copy. If you have any questions, please contact me.

Best regards,



David M. Allen, AIA, LEED AP  
President

Attachment

cc: Troy Michell, Senior Project Manager, Michell Allen Ritz Architects

ACCEPTED BY: FLOYD COUNTY REDEVELOPMENT

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Don Lopp, Director of Operations and County Planning

Date

## **Terms and Conditions**

Michell Allen Ritz, LLC, shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

### **Billing Rates:**

All increases in the fees shall be approved in writing by the client prior to submission for payment. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### **Billings/Payments:**

Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable via check only within 30 days after the invoice date. After 30 days amount payable is subject to interest according to Indiana Usury Statute.

### **Indemnification:**

The Client shall indemnify and hold harmless the Architect and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Architect), or anyone for whose acts any of them may be liable.

### **Standard of Care:**

In providing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Architect makes no warranty, either expressed or implied, as to the professional services rendered under this Agreement. Upon notice to the Architect and by mutual agreement between the parties, the Architect will, without additional compensation, correct those services not meeting such a standard.

### **Termination of Services:**

This agreement may be terminated by the Client or the Architect should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination and all reimbursable expenses.

### **Ownership of Documents:**

All documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the written consent of the Architect.

*Effective 9-27-22*



## CONSULTING AGREEMENT

This Consulting Agreement (hereinafter referred to as this "Agreement") is made this 3<sup>rd</sup> day of December 2024 by and between **FLOYD COUNTY BOARD OF COMMISSIONERS** ("Department"), an Indiana government unit, whose address is 2524 Corydon Pike Suite 204, New Albany, IN 47150, and **Beacon Street Consulting, LLC** ("Consultant"), with an address of 1500 North Luther Road Georgetown, IN 47122. Department desires to retain Consultant as an independent contractor to perform consulting services for Department, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, Department and Consultant (collectively, the Parties) agree as follows:

1. **Consulting Services.** During the term of this Agreement, Consultant will provide services as an independent contractor to Department as described on Exhibit A attached to this Agreement ("Services").

2. **Compensation and Expense Reimbursement.** As compensation to Consultant for such Services, Department shall pay Consultant as follows:

- For Services performed per Exhibit A per hour fee of \$150.00 will apply.
- Services will be paid from the following sources
  - **Redevelopment Commission and Authority:** Staffing, reporting and management for services and projects identified in Exhibit A
  - **County Commissioners:** Project management of projects identified in Exhibit A and on-call services associated with the transition period for new Director of Operations and Planning
  - **County Parks:** Project and grant management for projects identified in Exhibit A

3. **Benefits.** Consultant is an independent contractor and not an employee of the Department, and as such will not be entitled to benefits provided to current Department employees, including but not limited to health insurance and pension benefits. To the extent that Consultant may inadvertently become eligible for any benefit programs maintained by Department, Consultant shall be deemed to have waived any right to participate in such programs. Consultant's exclusion from benefit programs maintained by Department, and corresponding waiver, represent a material component of the terms of compensation negotiated by the Parties, and are not premised

on any representation or assumption as to Consultant's status as an independent contractor with respect to Department.

4. **Term and Termination.** This Agreement shall be for a term of one (1) year. However, this Agreement may be terminated at any time by mutual consent of the Parties, or either Department or Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

5. **Conflicts of Interest.** Although Consultant may become an employee of, or provide consulting services to, other entities, Consultant agrees not to engage in any activity that could conflict or interfere with the performance of his duties under this Agreement, or that could result in a conflict of interest to the detriment or potential detriment of Department.

6. **Independent Contractor.** It is understood and agreed that Consultant shall perform the Services as an independent contractor, and nothing herein shall be construed to be inconsistent with such relationship or status. This Agreement does not establish an employment, partnership, joint venture or agency relationship between Consultant and Department. Consultant is retained by Department only for the purposes and to the extent set forth in this Agreement for the performance of the Services. Consultant is not required to provide services exclusively to the Department and Consultant is free to undertake other engagements with other business entities. Consultant shall be solely responsible for the performance of the Services, and, subject to the terms of this Agreement, shall have sole discretion and control to determine the method, details, and means of performing the Services, subject to the specifications and limitations of Department. Department shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services, but Department retains the right to control the overall objectives regarding the duties and/or work to be performed by Consultant pursuant hereto. Consultant hereby represents and warrants that Consultant is solely and exclusively responsible for paying all federal, state and/or local taxes and withholdings with respect to any fees Consultant receives as a result of the performance of the Services. In addition, Consultant represents and warrants that he will comply with any other applicable statutory or contractual obligations, including but not limited to, workers' compensation insurance, and unemployment insurance as part of Consultant's status as an independent business. Consultant represents and warrants that he is not eligible, and will have no claim against Department, for employee benefits, including but not limited to vacation or holiday pay, sick leave, health insurance, retirement benefits, unemployment insurance benefits, separation payments or other employee benefits of any kind.

7. **Indemnity.**

(a) Consultant agrees that Consultant will be totally responsible for and indemnify Department completely for any and all personal injury to third parties and tangible property, personal or realty, of third parties caused by Consultant's negligence or willful misconduct in performing the Services.

(b) Department agrees that Department will be totally responsible for and indemnify Consultant completely for any and all personal injury to third parties and tangible



property, personal or realty, of third parties caused by Department's negligence or willful misconduct in performance of its obligations under this Agreement.

(c) Consultant also agrees to indemnify, protect and hold Department harmless from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Consultant. Consultant's obligations hereunder shall include Department's cost of defense (i.e., legal fees and costs), as well as the payment of any final judgment rendered against Department.

8. **Compliance.** Consultant shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to Consultant's performance or services under this Agreement.

9. **Assignments and Subcontractors.** This Agreement, and all duties and obligations herein, are personal in nature, and neither Consultant nor Department shall assign or subcontract all or any part of this Agreement without the prior written consent of the other party.

10. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the services to be performed by Consultant under this Agreement.

12. **Modifications.** None of the provisions of this Agreement may be waived, changed, or altered except by an instrument in writing signed by both Parties.

13. **Headings.** Headings used throughout this Agreement are for administrative convenience only and shall be disregarded for the purpose of construing and enforcing this Agreement.

14. **Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.

15. **Governing Law.** This Agreement and all matters relating to the meaning, validity or enforceability thereof and the performance of services hereunder shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.


*For "Department":*

**FLOYD COUNTY BOARD OF COMMISSIONERS**

By:   
Al Knable, President

Attested by:   
~~Richard Fox, County Attorney~~  
Kristil L. Fox

Beacon Street Consulting, LLC

By:   
Donald Lopp, President

## EXHIBIT A

### DESCRIPTION OF SERVICES

Consultant **will** assist new Director of Operations in the following areas as needed.

- **County Commissioners Tasks:**
  - 2025 Monthly Budget reports for Commissioners regarding status of the various budget funds, initial review of contracts and claims during transition period for new Director, and 2026 Budget development
  - Management services regarding payment of existing bond and lease payments for 2025 including review of claims and processing of payments to vendors
  - Initial review of current File Management if requested
  - Assist if requested with the development of Capital Improvement Plan for infrastructure, equipment and facilities
  - Provide initial review and assistance regarding management of facilities including vendors, contracts, funding sources, and staffing
  - Specific Project Management for the following projects to their completion
    - Old Vincennes Road Highlander Point Road Project
    - Assist with Bridge 51 and Charlestown Road Multi-Use Trail as needed
    - ARP Fund Reporting
    - READI 1.0 and 2.0 Grant Fund Reporting
    - Any other agreed upon projects
- **County Parks and Recreation Department Tasks:**
  - Melvin and Vickie Jensen Nature Preserve and Trails Project Management
  - Land Water Conservation Fund Grant Project Management
  - Land Water Conservation Fund Grant Reporting
  - Caesar Foundation Funds Grant Reporting
  - Regional and Community Park Master Plan Project Management
- **County Redevelopment Commission and Authority Tasks:**
  - Staffing for Board including meetings, minutes, claims and meeting preparation
  - Reporting to SBOA and DLGF regarding TIF and Redevelopment Authority
  - TIF Management
  - Point of Contact for Make My Move program, Innovate IN program, Global Entrepreneurial Program
  - Innovation Expo Project Development
  - CCF IEDC Grant Reporting
  - Novaparke Building 5 Project Management
  - Edwardsville School Project Management

Floyd County Redevelopment Commission  
**November 19, 2024**  
**10:00 A.M.**

**I. Call to Order**

**II. Roll Call of Members**

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

**III. Approval of Minutes and Claims**

Mr. Boling made a motion to approve the minutes of October 15, 2024 as emailed, seconded by Schellenberger. Motion carried by a vote of 5-0.

**VI. Reports**

- a. **1112 Fund – Economic Development**
- b. **4933 Fund – Redevelopment Fund**
- c. **4938 Fund – Revolving Loan Fund**
- d. **9121 Fund – Highlander Point Edwardsville TIF**

Mr. Lopp presented the Board with Budget Status reports for information only.

e. **Make My Move**

Mr. Lopp informed the Board that at this time there are fifteen movers have moved at this time. Mr. Lopp stated he will be requesting the next round of funds.

**Public Comment**

No public was present.

**VI. New Business**

a. **Approval of 2025 Spending Plan**

Motion was made by Mr. Schellenberger to add \$53,500.00 to the Professional Services line item for a total of \$88,500.00, seconded by Mr. Boling. Roll call vote; Mr. Woosley – yes, Mr. Boling – yes, Mr. Schellenberger – yes, Jeff McCaffrey – yes and Mr, Striegel – yes. Vote of 5-0.

b. **Novaparke Update**

i. **Building 5 Update and Progress**

Information only.

ii. **Broker Fees**

RFP's will be going out to receive resumes for a Broker. No action was taken at this time.

c. **Innovation Expo Series**

i. **IUS Workshops**

Mr. Lopp stated there were around 25 participants at the workshop.

ii. **Global Entrepreneurial Week**



Informational only.

**d. Innovate IN**

**i. FCHS Fellowship Teacher**

Informational only.

**e. Edwardsville School Update**

**i. Amendment to Agreement Discussion**

Mr. Lopp informed the Board the roof is being replaced on the building today.

**f. Christmas in the County**

Mr. Lopp informed the Board Christmas in the County is scheduled for December 7, 2024 from 3P.M. until 7P.M. at Novaparke at the Whistle Stop and Building #2.

**g. Staff**

**i. Commissioners Master Contract Discussion**

Discussion only.

**VII. Adjournment:** With there being no further discussions, Mr. Schellenberger made a motion to adjourn, seconded by Mr. Boling. Motion carried. Recorded time of adjournment was 10:57 A.M. Next regular meeting will be December 17, 2024 at 10:00 A.M unless otherwise notified.

\_\_\_\_\_  
Bob Woosley, President

\_\_\_\_\_  
Rich Boling, Vice-President

\_\_\_\_\_  
Jeff McCaffrey, Member

\_\_\_\_\_  
John Schellenberger, Member

\_\_\_\_\_  
Brad Striegel, Member

Attest: \_\_\_\_\_  
Teresa Plaiss, Clerk



## DECLARATION OF COMPLIANCE AND PRIZE RELEASE

I do hereby declare that I, Individual Name of Business Name, am a selected winner in The Next BIG Thing Pitch Competition. I understand that I will be awarded a prize consisting of \$X,XXX (xxx Thousand Dollars) if I complete this Release and Declaration of Compliance, and otherwise comply with the Competition Terms and Conditions listed on pages three (3) and four (4) of this document.

In the consideration of the awarding of the Prize to me, I hereby:

- a) acknowledge that I have read, have complied, and will comply with all the rules, terms and conditions set forth in the Competition Terms and Conditions presented on the Event Submission and Application Page and included on pages three (3) and four (4) of this document; that I have not perpetrated and will not perpetrate any fraud or deception in connection with The Next BIG Thing Pitch Competition, and have not sought to influence the outcome of the Competition other than by participating as expressly permitted in the Competition Terms and Conditions;
- b) acknowledge that the Prize is as described above;
- c) agree that I will accept the Prize awarded;
- d) agree to be responsible for all federal, state and local taxes associated with Prize acceptance;
- e) release, indemnify and hold harmless Novaparke Innovation and Technology Campus (Sponsor); their respective subsidiaries, affiliates and promotional agencies, employees, officers, directors, representatives and agents from any claims, demands, payments, actions, or causes of action for damages, loss, or injury arising as a result of my participating in the Competition and accepting the Prize;
- f) grant Sponsor and any of sponsor's clients or designees the right to use my name, business name, city and county of residence, and any image taken of me by or on behalf of Sponsor, in connection with the Competition, in any and all media now or hereafter devised without limitation and without additional compensation, notification, or permission or other liability to me or my heirs, executors, administrators, personal representatives or assigns; and
- g) I declare that;
  - 1. I am a legal resident of either the 50 United States or District of Columbia;
  - 2. I was at least 18 years of age at the time of Competition entry;
  - 3. The Competition Terms and Conditions, and this Declaration of Compliance and Prize Release shall apply to and be binding on me and my heirs, executors, administrators, personal representatives and assigns.

- h) warrant and represent that I have full right and power to enter into this Release, and that the terms of this document do not in any way conflict with any existing commitment on my part;
- i) agree that this Release supersedes any prior understandings between me and Sponsor relating to the rights granted herein and no provision of this Release can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto;
- j) acknowledge that this is a complete Release and Discharge of all claims and rights of the undersigned against the Release, and that no action will be taken by or on behalf of the undersigned with respect to any such rights; it being understood that this release shall be binding upon the heirs, executors, and administrators of the undersigned;
- k) understand that if any statement made by me in this release is false or if I am otherwise deemed ineligible or unable to accept the Prize for any reason, then, in addition any other remedies that may be taken against me, I agree to return to Sponsor the Prize.
- l) I have been given a full opportunity to review and analyze this Release as well as the Competition Terms and Conditions for this contest. I fully and completely understand all of the terms of this Release and sign it voluntarily, freely, and knowingly.

**Prize Winner:**

By *(signature)*: \_\_\_\_\_

By *(print)*: \_\_\_\_\_

By *(Business Name)*: \_\_\_\_\_

Date: \_\_\_\_\_

**Prize Sponsor:**

By *(signature)*: \_\_\_\_\_

By *(print)*: \_\_\_\_\_

By *(Business Name)*: \_\_\_\_\_

Date: \_\_\_\_\_



## Competition Terms and Conditions

1. In order to receive financial awards and prizes, all participants of The Next Big Thing pitch competition must:
  - a. Have a business organized within the state of Indiana, or;
  - b. Agree to organize the business within the state of Indiana.
  - c. Enroll as a client with the Indiana Small Business Development Center (ISBDC). The ISBDC helps businesses to start, grow, finance, innovate, and transition through no-cost, confidential business advising and training.
  - d. Meet quarterly (every 3 months) with Novaparke leadership and assigned ISBDC advisor to review all details of business progress.
2. The First-Place winner of Pitch Tank must agree to work on their venture from Novaparke Innovation and Technology Campus an average of 20 hours per week in order to receive the non-dilutive grant award. Novaparke office space will be accessible 7 days per week.
3. Prizes are subject to change at the sponsor or competition organizers' discretion at any time.
4. Some prizes may contain certain restrictions, conditions, or eligibility criteria (e.g. seed funding capital prizes can only be accepted via a Business Banking Account).
5. All cash prizes are considered income. Cash prize winners are strongly advised to consult a tax professional regarding tax implications.
6. Participants may compete individually or as a team.
7. The business idea can be for a product, service, platform, or system.
8. The business must be organized as a for-profit business or agree to organize as a for-profit business.
9. Participants must read and agree to the "Application Process and Timeline" at the time of initial submission.
10. While there are criteria and scoring guides for the judging of the submitted pitches, all decisions made by the judging panel are final.
11. While we do not anticipate changes to the rules of the competition, all determinations as to participant eligibility shall be made at the sole discretion of the *Next BIG Thing Pitch Competition* Committee reviewing the initial pool of applicants.
12. CONFIDENTIALITY: All entrants should be aware that finalists' pitches will be presented in a public forum. Confidentiality is not guaranteed in any way. Applicants should exclude sensitive or confidential information from their pitches and not include confidential material in your applications/submissions.

13. **PRIVACY:** By submitting an application, each applicant agrees to the organizer disclosing the applicant's personal information to its sponsors, contractors, and agents to assist in conducting the competition and communicating with entrants.
14. **PUBLICITY AND PROMOTIONAL ACTIVITIES:** Each applicant acknowledges and agrees that the non-confidential elements of the submitted material connected with the competition, including publication of the business concept, name, and logo can be used in the public domain on the GEW, ISBDC, IEDC, and sponsors' websites and all other forms of advertising.  
The prize winner(s) must, at the organizer's request, participate in all promotional activities (such as publicity and photography) surrounding the award. Winners consent to the organizer using their name and image in promotional materials.
15. **INDEMNITY:** Each entrant agrees to indemnify and hold harmless the organizer from and against any liabilities, losses, claims, demands, costs (including legal costs), and expenses arising in connection with any breach or alleged breach by the applicant of any representation, terms or conditions of registration, or participation in the competition.
16. **DISCLAIMER OF LIABILITY:** Organizers reserve the right to disqualify any entry that, in their judgment, violates the rules of the competition or is not aligned with the purpose of the competition.  
Organizers assume no responsibility to ensure the confidentiality of any information disclosed during the competition or during the submission process.  
This competition provides the opportunity for entrants to present their ideas in a public forum. Applicants register and participate at their own risk. The organizer shall not be liable for any damage, loss, or injury suffered by reason of registering and participating in this competition. The organizer excludes liability for loss of income, loss of opportunity, personal injury, and damage to property, whether direct or indirect, consequential or foreseeable due to some negligent act or omission or otherwise.

## Original Contract

- County shall design and install traffic signal at SR 62 and Corydon Pike-Carolyn Avenue \$500,000.000
- County shall design and construction local public improvements earth work, parking areas, sidewalks, driveways, drainage and utilities including a drainage basin and access road pledged up to \$1,000,000.00
- Donation of Parcel and School by developer
- Landscape Annual Payment by Developer - \$10,000.00 per year for seven (7) years
- Commence Construction on Commercial property by September 1, 2023 and be complete in 24 months
- Developer to secure and weather tight by April 18, 2023 per scope of work attached in agreement.
- Developer to provide a quitclaim deed
- Negotiated Cross-access and parking agreements to be enter into by both parties
- Developer to make capital investment of no less than \$20.9M
- 120 units in five buildings including 30 units set aside for seniors and 18 for law enforcement, first responders, education governmental services
- Recovery of professional fees may be able to recover professional fees associated with the BOT improvements if covered by Public Improvements paid for by the Commission pledge amount, up to \$150,000

## Proposed Changes

- No Change – County installed signal at a cost of \$671,907.70
- Current MAC Contract: \$1,177,148.21
- RDC requested reduce parcel size to include only school
- No Change
- Unknown status
- Roof for school has been completed from visual off-site review. Change from original was Redevelopment had requested removing the repairs to the gym – Also requested developer to pay capacity fees to Georgetown \$22,000+/-
- Unknown status
- Unknowns status
- No Change on access or parking
- Developer requesting payment of professional fees