

**Town of Georgetown
Regular Meeting
March 16, 2026
At 6:30 P.M.**

Pledge of Allegiance

Roll Call:

Council members present: Brandon Hopf, Jason Parrish, Doug Wacker, and Matt Nolan.

Also attending: Julia Keibler, Bob Woosley, Kristi Fox, Reny Keener, and Travis Speece.

Members not present: Chris Loop.

Approval of Minutes

Doug Wacker made a motion to approve the regular Town Council Meeting Minutes from February 24, 2026. Seconded by Matt Nolan and approved 4-0.

Clerk Treasurer- Julia Keibler

Brandon Hopf made a motion to approve the invoice from LMH Architecture for \$10,914.86. Seconded by Matt Nolan and approved 4-0.

Doug Wacker made a motion to approve Pay Application #2 from C & R Construction for \$10,966.32. Seconded by Jason Parrish and approved 4-0.

Travis Speece – Chief of Police

The computers that were previously approved should be in next week.

Town Manager- Reny Keener

To update everyone about the federal funding for sidewalks from Congresswoman Houchin, we are waiting for information from HUD and what they will need.

We are still waiting for the Homeland Security Grant.

We are still trying to get the funding for the bathrooms and concession stand building. It will be federal funds through HUD. We will probably find out more by the end of the year.

We are going to open bids next month for the Georgetown Park playground equipment. We have current playground equipment that is 20-25 years old. The Town of Daleville has reached out, and they are interested in purchasing our old equipment. They are looking for guidance on what to offer. Reny Keener would like to ask for \$3,000.00 if their public works crew removes it and handles all shipping or \$6,000.00 if our town crew removes it and then Daleville will still take care of shipping. The items included are the slide structure, playground structure, monkey bars, tetter totter and merry-go-round. We will need to make a joint resolution with the Town of Daleville.

7119 Peachtree Lane needs a new septic tank. Reny Keener would like approval of \$1,395.00 for the purchase of a 1000-gallon tank from Big G paid for Wastewater Capital Improvements. Our town crew will install it.

Brandon Hopf made a motion to approve \$1,395.00 for 7119 Peachtree Lane septic tank to be paid from Wastewater Capital Improvement Fund. Seconded by Matt Nolan and approved 4-0.

We have \$50,000.00 budgeted for pickleball courts. We did not get the grant. The grandstand is an eyesore and in talking with Carrie Johns, a painted mural on the back would be \$8,000.00 - \$14,000.00. She will give us a discount. We could use the leftover funds for a new roof and other restorations. We will wait until after park bids come in and see the numbers.

Town Attorney- Kristi Fox

Nothing to report.

Town Engineer - Bob Woolsey

We did receive confirmation that CCMG did receive all our paperwork. We should have the funds in 30 days.

C & R Construction is working on sidewalk improvements now. There was a comment from Village House Coffee that we might consider a flashing crosswalk there. Bob Woosley is going to ask if INDOT would approve something at that location.

The grant submittal for READI 2.0 is ready to be signed and bids will be opened at the April 20, 2026, meeting. There will be an addendum sent out but there will be an RFP for the playground splashpad companies. We left out the restrooms and concession stand. It was in our original submittal, but it was not funded.

Plan Commission

The Plan Commission had their first meeting of the year. It was an organization meeting and there is a plat that is coming to them next month. Don Lopp gave us an update on what he has done with the planning and zoning code. He has completed his portion of it and Indiana

Landmarks was approved for them to do the historical piece. It should be two or three months. The State enacted HEA 1001 and there are new requirements for the Plan Commission. There are annual reports due now and items that we must consider for new housing developments. The Plan Commission is recommending that we add onto Don Lopp's scope of work so that we can continue to be following HEA 1001. It goes into effect July 1, 2026.

Brandon Hopf made a motion to expand Don Lopp's scope of services to allow him to incorporate and make sure that we are in compliance with HEA 1001. Seconded by Matt Nolan and approved 3-1. Doug Wacker was opposed.

Redevelopment Commission

Nothing to report.

Agenda Items / New Business

READI 2 Contract

Jason Parrish made a motion to approve the One Southern Indiana Regional Development Authority Regional Economic Acceleration and Development Initiative subrecipient agreement. Seconded by Doug Wacker and approved 4-0.

Doug Wacker made a motion to allow Chris Loop to sign the One Southern Indiana Regional Development Authority Regional Economic Acceleration and Development Initiative subrecipient agreement outside of a meeting. Seconded by Brandon Hopf and approved 4-0.

There will be scorecards for the RFP. The Town Council will take them under advisement.

Interlocal for Drug Take Back Program

Kristi Fox drafted an ordinance for the resolution for an interlocal agreement. The agreement will be with Floyd County for a drug take back program. We will purchase an incinerator, and the Health Department will reimburse to us half of it for \$3,005.00. Floyd County will also be donating two secure boxes. The incinerator will be installed somewhere here and then can be moved if needed.

Doug Wacker made a motion to approve the Interlocal Agreement with Floyd County Health Department. Seconded by Matt Nolan and approved 4-0.

Claims Docket

Brandon Hopf made a motion to approve the Claims Docket. Seconded by Jason Parrish and approved 4-0.

Interlocal for Drug Take Back Program

Brandon Hopf made a motion for the purchase of the drug incinerator to come out of the General Fund for \$6,010.00 and the Floyd County Health Department will reimburse us \$3,005.00. Seconded by Doug Wacker and approved 4-0.

Miscellaneous Business

Destination Georgetown

Destination Georgetown has received their acceptance into the State Office of Rural Community Affairs Downtown Affiliate Network Program. As a thank you to the Town Council, a copy of their certificate was presented. Reny Keener asked Destination Georgetown for letters of support, and they were presented as well.

Money came into the Gaming Fund but the bills from Heritage Engineering and for the new public works truck will use most of it. Money from Harrison County is received sporadically and money from Floyd County is usually once a year in the fall. The Town budgeted \$25,000.00 in donations for 2026, but those funds have not yet been appropriated.

Destination Georgetown should be put onto the agenda next month under Old Business.

The old Wolfe Hotel is still in litigation.

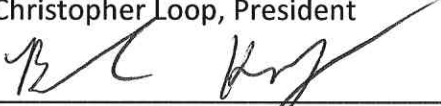
Darrel Daily introduced himself as one of the candidates running for State Representative for Floyd County in District 72. He wanted to see what issues the Town is currently facing.

Adjournment

Jason Parrish made a motion to adjourn the meeting. Seconded by Doug Wacker and approved 4-0.

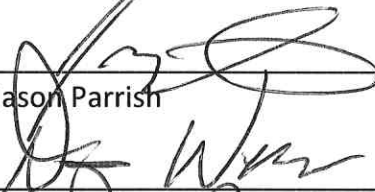
Minutes approved by:

Christopher Loop, President



Brandon Hopf, Vice President

Jason Parrish



Doug Wacker



Matt Nolan



Attest:

Julia Keibler, Clerk Treasurer





LMH+MAR Architecture
 12808 Townepark Way, Suite 200
 Louisville, Kentucky 40243
 502.581.0570

Invoice

| | |
|--------|------------|
| Date | Invoice # |
| 3/2/26 | TOG2501-04 |

Client Information
 Mrs. Julia Keibler
 Town of Georgetown
 9111 State Road 64
 Georgetown, IN 47122

Project Information
 Town of Georgetown
 Renovation of Methodist Church to
 New Town Hall and Storage Building
 Georgetown, Indiana

| | | | | |
|------------------|-----------------------|--------------------|------------|-----------|
| Total Fee | Terms | LMH Project Number | Rep | PO Number |
| \$129,500 | Due on Receipt | TOG2501 | JAH | |

| Item | Description | Rate | % Previous | % Complete to Date | Amount |
|------|---|-----------|------------|--------------------|-----------|
| SD-C | Schematic Design Activities | 31,775.00 | 100.00% | 100.00% | 0.00 |
| DD-C | Design Development Activities | 31,775.00 | 100.00% | 100.00% | 0.00 |
| CD-C | Contract Documents | 53,000.00 | 80.00% | 100.00% | 10,600.00 |
| CA-C | Construction Administration | 12,950.00 | | 0.00% | 0.00 |
| RE-R | Reimbursable Expenses State Review Storage | 157.43 | | | 157.43 |
| RE-R | Reimbursable Expenses State Review Town Hall | 157.43 | | | 157.43 |

Please make all checks payable to LMH Architecture, PLLC.
 Send to the address above.
 Should you have any questions or require further information
 please contact Nick at 502.581.0570

Balance Due \$10,914.86

Order Details

| General Information | |
|---------------------|--|
| Order ID: | 204249182 |
| Reference ID: | 617147345 |
| Merchant Code: | DHS - Department of Homeland Security |
| Processor Name: | CH CC STATE OF INDIANA IN.GOV |
| Service Code: | 4600ec-4600ec-DHS-Design Release Service |
| Order Date: | 02/03/26 10:54 AM |
| Status: | COMPLETE |

| Customer Information | |
|----------------------|---|
| Username: | |
| Contact Name: | Jason Hartz |
| Phone Number: | 18129452324 |
| Phone Number 2: | |
| Email Address: | jhartz@lmharchitecture.com |
| IP Address: | |
| Mailing Address: | 319 BANK STREET NEW ALBANY, IN 47150 |

| Order Attributes | |
|------------------|--------------------------------------|
| Name | Value |
| IP_ADDRESS | 96.11.222.26 |
| BIN_CHARGETYPE | CREDIT |
| BIN_CARDNETWORK | MasterCard |
| BIN_ISCOMMERCIAL | True |
| BIN_ISFLEETCARD | False |
| BIN_ISPINCAPABLE | False |
| ORIG_COS_AMOUN | 157.43 |
| ORIG_FEE_AMOUNT | 0.00 |
| ORIG_TRANS_TOTA | 157.43 |
| RECEIPT_EMAIL1 | [Empty] |
| RECEIPT_EMAIL2 | [Empty] |
| RECEIPT_EMAIL3 | [Empty] |
| CCP | Y |
| CCP_NAME | Jason Hartz |
| CCP_COMPANY | LMH+MAR Architecture |
| CCP_TOKEN | 5626a0ca-6f16-4a2b-bd85-5177caaf42c0 |
| CCP_REFID | cd6e929-2d41-442c-8085-7a89737e7eba |
| FINANCIAL_SESSIO | [Empty] |
| N_ID | |

| Disbursement History | | | |
|----------------------|------|--------------------------------------|-----------------------|
| Frans ID: | SKU: | Source Bank: | Destination Bank: |
| 326651456 | | In Source BOA-Disburse By Trans Date | Treasury Account 5315 |
| 326651456 | | In Source BOA-Disburse By Trans Date | Treasury Account 5315 |

| Order Items | |
|--------------|----------|
| Order Total: | \$157.43 |

| Invoice | | | |
|---------------|-----------|-------------|-------------------|
| Invoice ID: | 155998952 | Date: | 02/04/26 12:00 AM |
| Total Amount: | \$157.43 | Admin User: | System |

| Invoice Items | | | | | | |
|---------------|-----------|-------------|-----------------|------------|----------------|----------------|
| SKU | ID | Instance ID | Description | Unit Price | Quantity | Extended Price |
| dis-payment | 317218028 | | DHS DRS Payment | \$150.00 | 1 | \$150.00 |
| TFEE-ef-fee | 317218030 | | EA Fee | \$4.00 | 1 | \$4.00 |
| TFEE-ia-fee | 317218032 | | IA Fee | \$3.43 | 1 | \$3.43 |
| | | | | | Invoice Total: | \$157.43 |

| Transaction History (Click on Id for details) | | | | | | | |
|---|---------|---|-------------|----------|---------|-------------------|--------------------|
| ID | Type | Date | Implement | Amount | Status | Batch Date | Hide Details |
| 326651456 | PAYMENT | 02/03/26 10:54 AM | CREDIT CARD | \$157.43 | SUCCESS | 02/04/26 12:00 AM | |
| Reference: | | 6590739b6b02 | | | | 02539Q | |
| AVS RC: | | N | | | | M | |
| Failure Code: | | | | | | Failure Msg: | |
| Name: | | Jason A Hartz | | | | Account: | MASTERCARD - *7002 |
| Address: | | 319 BANK STREET NEW ALBANY, IN 47150 | | | | | |

| Disbursement History | | | |
|----------------------|-------------------|--------------------|----------|
| History Date: | Effective Date: | Disbursement Date: | Amount: |
| 02/03/26 10:54 AM | 02/04/26 12:00 AM | | \$150.00 |
| 02/04/26 06:01 AM | 02/04/26 12:00 AM | 02/04/26 06:01 AM | \$150.00 |
| | | | PENDING |
| | | | COMPLETE |

Order Details

| | |
|----------------------------|--|
| General Information | |
| Order ID: | 205056890 |
| Reference ID: | 169094980 |
| Merchant Code: | DHS - Department of Homeland Security |
| Processor Name: | CH CC STATE OF INDIANA IN.GOV |
| Service Code: | 4600cc - 4600cc-DHS-Design-Release-Service |
| Order Date: | 02/24/26 02:03 PM |
| Status: | COMPLETE |

| | |
|-----------------------------|---|
| Customer Information | |
| Username: | |
| Contact Name: | Karl Eby |
| Phone Number: | 6063891160 |
| Phone Number 2: | |
| Email Address: | cedbykarl@ortvategarden.org |
| IP Address: | |
| Mailing Address: | 36 ORRICK RIVER LANE MARTINSBURG, WV 25403 |

| | |
|-------------------------|--------------------------------------|
| Order Attributes | |
| Name | Value |
| IP_ADDRESS | 98.29.107.41 |
| BIN_CHARACTERTYPE | CREDIT |
| BIN_CARDNETWORK | Visa |
| BIN_ISCOMMERCIAL | False |
| BIN_ISFLETCARD | False |
| BIN_ISPINCAPABLE | False |
| CARD | |
| ORIG_COS_AMOUNT | 208.41 |
| ORIG_FEE_AMOUNT | 0.00 |
| ORIG_TRANS_TOTAL | 208.41 |
| RECEIPT_EMAIL1 | [Empty] |
| RECEIPT_EMAIL2 | [Empty] |
| RECEIPT_EMAIL3 | [Empty] |
| CCP | Y |
| CCP_NAME | Karl Eby |
| CCP_TOKEN | f76f53b2-598a-4159-9d42-43f400b10b65 |
| CCP_REFID | a04056c2-a0b6-4186-a821-f8dc61c4b4d2 |
| FINANCIAL_SESSION_ID | [Empty] |

| | |
|-----------------------------|--------------------------------------|
| Disbursement History | |
| Frans ID: | SKU: |
| 328019186 | IDOH-EPHCommonSitesSys |
| Source Bank: | In Source BOA-Disburse By Trans Date |
| Destination Bank: | Treasury Account 5315 |

| | |
|--------------------|----------|
| Order Items | |
| Order Total: | \$208.41 |

| | | | | | | | |
|-------------|-----------|-------|-------------------|---------------|----------|-------------|--------|
| Invoice ID: | 156645698 | Date: | 02/24/26 02:03 PM | Total Amount: | \$208.41 | Admin User: | System |
|-------------|-----------|-------|-------------------|---------------|----------|-------------|--------|

| Invoice Items | | | | | | | |
|------------------------|-----------|-------------|-----------------|------------|----------|----------------|--|
| SKU | ID | Instance ID | Description | Unit Price | Quantity | Extended Price | |
| dis-payment | 318793094 | | DHS DR5 payment | \$0.00 | 1 | \$0.00 | |
| IDOH-EPHCommonSitesSys | 318793096 | | IDOH Payment | \$200.00 | 1 | \$200.00 | |
| TPFEE-ea-fee | 318793098 | | EA Fee | \$4.00 | 1 | \$4.00 | |
| TPFEE-la-fee | 318793100 | | LA Fee | \$4.41 | 1 | \$4.41 | |
| Invoice Total: | | | | | | \$208.41 | |

| Transaction History (Click on Id for details) | | | | | | | |
|--|---------|---|--------------|----------|--------------|------------|--------------|
| ID | Type | Date | Implement | Amount | Status | Batch Date | Hide Details |
| 328019186 | PAYMENT | 02/24/26 02:03 PM | CREDIT CARD | \$208.41 | SUCCESS | 024219 | |
| Reference: | | ff76d6334ea | Auth Code: | | | | |
| AVS RC: | Y | | CVV RC: | | M | | |
| Failure Code: | | | Failure Msg: | | | | |
| Name: | | Karl Eby | Account: | | VISA - *4954 | | |
| Address: | | 36 ORRICK RIVER LANE MARTINSBURG, WV 25403 | | | | | |

- Include Item Attributes
- Include Transaction History
- Include Disbursement History

**OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY REGIONAL
ECONOMIC ACCELERATION AND DEVELOPMENT INITIATIVE SUBRECIPIENT
AGREEMENT**

This Our Southern Indiana Regional Development Authority Regional Economic Acceleration and Development Initiative Subrecipient Agreement (“Agreement”) is entered into as of [March 16], 202[6] (“**Effective Date**”), by and between the Our Southern Indiana Regional Development Authority, a Regional Development Authority organized under Indiana Code § 36-7.6-1 et seq. and the laws of the State of Indiana (the “**RDA**”), and Town of Georgetown (“**Subrecipient**”).

WHEREAS, the RDA has entered into a grant agreement with the Indiana Economic Development Corporation (the “**IEDC**”), a copy of which is attached hereto as **Exhibit A** and made a part hereof (the “**IEDC Agreement**”), to enable the IEDC to award a grant of Forty-Three Million Six Hundred Fifty Thousand Dollars (\$43,650,000.00) to the RDA, which is the amount of the grant after IEDC retains its administrative fee pursuant to the IEDC Agreement (the “**Grant**”), for certain eligible costs to implement the RDA’s Regional Economic and Acceleration Development Initiative (“**READI**”), which includes awards to other public and private entities for capital projects or infrastructure improvements.

WHEREAS, the Subrecipient has proposed a project as described on **Exhibit B** which is attached hereto and made a part hereof (“**Project**”) and the RDA wishes to provide a portion of the Grant funds to Subrecipient to perform the work necessary to complete such Project.

WHEREAS, pursuant to the IEDC Agreement, the RDA has requested and received approval of Grant funds for the Project from the IEDC, in accordance with the Project Approval Form (as hereinafter defined) in the amount of One million four hundred ninety-nine thousand one hundred sixty three dollars (\$ 1,499,163.00) (“**Project Funds**”).

WHEREAS, the RDA, by resolution adopted at a duly convened public meeting, approved the award of Project Funds to Subrecipient.

WHEREAS, Subrecipient requests that Project Funds be obtained and disbursed to Subrecipient to be utilized for the Project pursuant to the terms and conditions of this Agreement.

WHEREAS, the RDA agrees to disburse Project Funds in accordance with this Agreement.

WHEREAS, it is understood that River Hills Economic Development District & Regional Planning Commission (the “**Administrator**”), will provide administrative and operational assistance to the RDA pertaining to certain of the RDA’s obligations under the IEDC Agreement and this Agreement, including distribution of Project Funds, all in accordance with an Administrative Agreement dated [10/4/2024], by and between the RDA and the Administrator (“**Administrative Agreement**”).

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

1. **TERM OF AGREEMENT.** This Agreement shall be effective upon the Effective Date and shall remain in full force and effect, unless sooner terminated in accordance with the terms herein or otherwise extended by the terms hereof, until a letter of completion is issued by the IEDC (the “**Expiration Date**”).

2. **PROJECT APPROVAL FORM.** Prior to the execution of this Agreement, Subrecipient completed and submitted, or caused to be completed and submitted, the Regional Development Plan Project Claim Form (“**Project Approval Form**”) (also known as the Claim Form in the IEDC Agreement) to the RDA for approval and submittal to the IEDC. The Project Approval Form was approved by the RDA, submitted to the IEDC, and approved by the IEDC for the Project. The approved Project Approval Form (and all other approval documents provided by the IEDC) is attached hereto as **Exhibit C** and made a part hereof.

3. **DUTIES AND RESPONSIBILITIES OF SUBRECIPIENT.** Subrecipient shall use the Project Funds received pursuant to this Agreement exclusively in compliance with the provisions of this Agreement, the approved Project Approval Form, the IEDC Agreement, the RDA’s Regional Development Plan (“**RDP**”), state laws (including conformance with Indiana Code § 5-28-43), and other legal authority affecting the use of Project Funds. In exchange for receipt of the Project Funds for the Project, the Subrecipient also agrees to comply with the following:

- A. **Compliance with IEDC Agreement.** Subrecipient shall comply with any and all of the applicable terms, provisions, conditions, and restrictions contained in the IEDC Agreement, including in any subsequent amendments to the IEDC Agreement.
- B. **Distribution of Project Funds.** Subrecipient understands and agrees that local and private dollars will be expended by Subrecipient for projects funded by the Grant and the totality of the Grant through READI requires, in the aggregate, a minimum of a 4:1 ratio to Grant funds by the completion of READI. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant funds to local public funding and a 3:1 ratio in Grant Funds from private and philanthropic sources by the completion of READI. Public funding may, as appropriate, include private non-profit economic development organizations and foundations. Subrecipient must provide evidence of compliance with this paragraph 3(B) upon completion of the Project in a format designated by the RDA or the IEDC, and the commitments made by Subrecipient, in this Agreement, as to sources of funds must be maintained in order for the RDA to properly satisfy its obligations.
- C. **Applying for Funding.** Subrecipient shall be solely responsible for applying for, securing, and retaining federal, state, or other public or private funding of any

nature the Subrecipient wishes to obtain to assist Subrecipient in carrying out the Project.

- D. Design and Implementation. The Subrecipient shall be solely responsible for overseeing and/or completing the proper design and implementation of the Project approved by the RDA.
- E. Documentation. Upon request, Subrecipient shall provide the RDA with any information or documentation regarding any contracts, agreements, or similar documents with other parties relating to this Agreement, the IEDC Agreement, or the Project, including, but not limited to, any subcontract agreements, interlocal memorandums of understanding, letters of intent from financial institutions or other parties, agreements with other state agencies, federal grants, developer specifications, and tenant arrangements that, upon Subrecipient's best efforts, are available. Subrecipient shall provide notice to the RDA of any material changes to the aforementioned contracts, agreements, or similar documents. Upon request, Subrecipient shall submit the materially changed contracts, agreements, or other documents to the RDA.
- F. Subrecipient's Contractors. Subrecipient understands and agrees that Subrecipient and any of its selected contractors and/or subcontractors are solely responsible for the selection of vendors, contractors, subcontractors, and similar parties for the performance of all aspects of the Project in conformance with IEDC or RDA requirements and state law. The RDA has no role in selecting any vendors, contractors, subcontractors, or similar parties for the performance of the Project, regardless of whether the RDA has listed the vendor, contractor, subcontractor, or similar party on the Project Approval Form. Subrecipient may enter into any contracts or agreements necessary or incidental to the performance of this Agreement or the Project; however, the RDA shall not be bound by any contracts or agreements of Subrecipient unless otherwise agreed to by RDA in writing.
- G. Further Assurances. Subrecipient shall from time to time execute and deliver all other documents and instruments, and do all things and acts as the RDA deems necessary to: (i) comply with the IEDC Agreement, (ii) comply with any changes to laws, regulations, or rules related to the READI Program or the Act, (iii) meets its reporting requirements under the IEDC Agreement; (iv) respond to requests for documents or information made by the IEDC in connection with the Grant; or (v) carry out, provide evidence, or perfect the full meaning of this Agreement. Subrecipient shall timely execute any amendments to this Agreement to the extent necessary or required by IEDC, to the extent necessary or required for the RDA to comply with its obligations under the IEDC Agreement or necessitated by any changes to laws or regulations related to the READI Program or the Act.

4. **PROJECT COMPLETION ACCORDING TO PROJECT APPROVAL FORM.** Subrecipient represents and warrants it has furnished all information, documents, plans, drawings, and specifications, as part of the Project Approval Form, in connection with the

Project. Subrecipient shall discharge the services and/or complete the work according to the true intent and meaning of this Agreement, for such intent and meaning the RDA shall be the sole interpreter. It is intended that the Project Approval Form shall include everything required and necessary to complete the entire Project properly, even though certain minor items may not be mentioned. All services shall be completed in accordance with the Project Approval Form and all work when finished shall be in a complete and undamaged condition. Unless otherwise set forth in this Agreement, Subrecipient shall not discharge any services nor undertake any work on the Project without an approved Project Approval Form. The Project is to be completed in accordance with the Project Approval Form and to the satisfaction of the RDA notwithstanding any omissions in the information, plans, drawings, or specifications submitted to the RDA. Subrecipient hereby warrants to the RDA that Subrecipient shall complete its Project and expend Project Funds in accordance with this Agreement and the IEDC Agreement. Subrecipient acknowledges and agrees that any breach of said warranty shall entitle the RDA to claw back Project Funds previously paid to Subrecipient in accordance with Section 8 herein or suspend payment of ongoing or future Project funds, as the case may be. In addition, Subrecipient agrees that the Project must be substantially complete, with only punch list items remaining, no later than December 31, 2028 (“**Substantial Completion Date**”).

5. **MATERIAL CHANGE**. Subrecipient shall provide notice to the RDA within fifteen (15) days of any material change to the Project on the form attached hereto as **Exhibit D**, which is made a part hereof (“**Material Change Notice**”). A material change occurs when there is any of the following: (i) an increase in the total cost of the Project of five percent (5%) or more and which, as a result of said increase, would require additional Project Funds for the Project or (ii) a change in the nature of the Project from the Subrecipient’s submission on the approved Project Approval Form, including a change in how the Project Funds will be used for an approved project (“**Material Change**”). After the RDA’s receipt of a Material Change Notice, the RDA will notify the IEDC to determine if an amended Project Approval Form is required to proceed with the Project. In the event there is a Material Change requiring an amended Project Approval Form, such Project Approval Form will be subject to the IEDC’s further approval or denial. Notwithstanding any other remedy herein, in the event that Project Funds have been disbursed to the Subrecipient and the IEDC and/or the RDA determines the Project is becoming unviable for any reason, including due to a Material Change or either the RDA or IEDC determines Project Funds have or will be used in a manner not permitted by this Agreement, the Subrecipient shall return all Project Funds transferred to it by the RDA, if so demanded in writing by the RDA, and shall cease any further expenditure of Project Funds for the Project until such time as the parties reach an agreement in writing on how to proceed.

6. **ADMINISTRATIVE FEE**. As set forth in the IEDC Agreement, Administrator, pursuant to the terms of the IEDC Agreement and the Administrative Agreement with the RDA, may request in the submitted Project Approval Form to retain up to three percent (3%) of the total cost of the Project from the Project Funds (“**Administrative Fee**”). The RDA and the Administrator, pursuant to the terms of the IEDC Agreement and the Administrative Agreement, may use the Administrative Fee to defray the administrative costs directly associated with implementing READI.

7. **DISBURSEMENT OF PROJECT FUNDS.**

A. Subrecipient agrees that the Project Funds, less any Administrative Fee to be retained by Administrator, shall be disbursed in accordance with Section 6 of the IEDC Agreement and the Claims Voucher process set forth herein. Each application for disbursement of Project Funds shall be made in writing and shall be directed to the RDA in the form of: 1) the Claim Voucher attached hereto and incorporated herein as **Exhibit E** (“**Claim Voucher**”), and 2) the Disbursement Request Information attached hereto and incorporated herein as **Exhibit G**. The parties reasonably anticipate that payments under each Claim Voucher shall be made in the amounts and on or about the designated date or Project completion thresholds included on **Schedule 1** attached hereto. Subrecipient hereby warrants to complete the Project and expend Project Funds in strict accordance with this Agreement and the IEDC Agreement.

B. In the sole discretion of the RDA, **Schedule 1** may be modified in writing by the parties hereto in the event that larger disbursements are needed for the success of the Project. Claim Vouchers shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The RDA shall review and, if appropriate and in its discretion, approve, each Claim Voucher, which Claim Voucher shall then be reviewed and, if appropriate, approved by the IEDC. Each submission of a Claim Voucher shall be deemed a certification by Subrecipient that as of the date of such submission, all representations and warranties contained in this Agreement are true and correct and that Subrecipient is in compliance with all the provisions of this Agreement, the IEDC Agreement, and any applicable laws or regulations. The RDA’s obligation to make each disbursement of the Project Funds under this Agreement shall be subject to the approval by the IEDC of the Claim Voucher and, if requested by the RDA, (i) the receipt by the RDA of a certification by an engineer, architect, or other qualified inspector acceptable to the RDA that the construction of the Project has reached the required percentage stage of completion set forth above and such construction has complied with and will continue to comply with all applicable statutes, ordinances, codes, regulations and other similar requirements as set forth in the Project Approval Form and this Agreement, and (ii) such supportive documentation as designated by the IEDC, which may include evidence that the Project is materially compliant with the timeline provided in the Project Approval Form. After the Claim Voucher has been approved by the IEDC, disbursement of Project Funds shall be made by the IEDC within thirty-five (35) days of receipt of the application and supporting documentation outlined herein and shall be made in accordance with this Agreement. Subrecipient shall provide notice to the RDA when the Project is completed. The RDA will subsequently notify the IEDC who shall review the Project and shall issue a letter of completion to the RDA to acknowledge the Project completion.

C. The RDA’s obligation to make disbursement of the Project Funds under this Agreement shall be subject to receipt by the RDA of all applicable documentation, including, without limitation, some or all of the following as determined by and in the sole discretion of the RDA:

- (1) receipt of final approved plans and specifications and construction budget acceptable to RDA, providing sufficient detail to ensure adequate

monitoring during construction and confirmation that the budget is adequate to complete the work outlined in the plans and specifications;

(2) executed statement of compliance (in a form satisfactory to the RDA) that the Project Description identified in **Exhibit B** is in all material respects the same Project that will be constructed using Project Funds;

(3) fully executed:

(a) financing agreements, if any, (including without limitation, loan agreements, notes, guaranties, mortgages, security agreements, title insurance, surveys, environmental site assessments, and such other documents) provided to the lender or as otherwise required by the RDA;

(b) all economic incentive agreements other than the Project Funds from all sources, including state, federal and local;

(c) all documents evidencing (coupled with the Project Funds) that all necessary funds to complete the Project have been obtained;

(d) Performance Bond, Payment Bond, Personal Guaranty, or such other form of guaranty as may be required by the RDA from the Subrecipient in an amount equal to the Project Funds to assure that the Project Funds are used in the Project in accordance with this Agreement;

(4) proof of ownership, leasehold rights, or other rights reasonably satisfactory to the RDA that Subrecipient has the right and access to the real property for which the Project will be completed;

(5) all required land use and other federal, State of Indiana (“State”), or local approvals; and

(6) Corporate documentation reasonably satisfactory to the RDA establishing Subrecipient’s corporate (or other form) existence and authority, as well as establishing the authority of the signatory below to execute this Agreement.

8. **RESTRICTIONS OF PROJECT FUNDS**. Subrecipient, upon its own credit and expenses, assumes the sole risk of all costs incurred prior to the RDA and the IEDC's approval of the Project Approval Form. Subrecipient may incur any cost for the Project it deems appropriate, without RDA's approval, if Subrecipient does not intend to request reimbursement for such expenses with Project Funds. Subrecipient represents and warrants that any Project Funds it receives for the Project will be used only as permitted by law, this Agreement, and the IEDC Agreement, if applicable. Project Funds shall not be expended by Subrecipient to cover any costs associated with the following: (i) travel related expenses; (ii) bonuses; (iii) paying fines

or penalties; (iv) gifts; (v) expenses incurred in procuring equipment not owned by Subrecipient; (vi) applying for READI; or (vii) any costs incurred before May 1, 2024. Project Funds may only be expended by Subrecipient to cover the costs deemed an Eligible Cost (as defined in the IEDC Agreement). Subrecipient shall promptly notify the RDA of any known or suspected failure to use the Project Funds in accordance with this Agreement. Upon such notification, the RDA and Subrecipient shall work together to resolve the concerns. In the event that the RDA determines that there has been a failure to use Project Funds in accordance with this Agreement or that there has been a failure by Subrecipient to make sufficient progress towards completing the Project in accordance with the Project Approval Form and such failure cannot be immediately resolved, the RDA may: (i) notify Subrecipient to return all Project Funds transferred to it by the RDA and may use any and all legal remedies to collect the same if Subrecipient is noncompliant with such request or (ii) take any other action permitted by this Agreement or otherwise permitted by law to recover the Project Funds not used in accordance with this Agreement. To determine Subrecipient's compliance with the Project timeline set forth in the Project Approval Form, the RDA may carry out periodic monitoring reviews of the Subrecipient and/or the Project, as deemed appropriate by the RDA and in the same manner as set forth by IEDC in Section 7 of this Agreement. If Subrecipient fails to comply with applicable laws, rules, regulations, terms, and conditions of this Agreement or the IEDC Agreement, the RDA may, in its sole discretion, suspend or terminate this Agreement as set forth herein.

9. **PROJECT CONSTRUCTION.** The Subrecipient shall, through itself, contractors, or vendors, furnish all labor, supervision, materials, temporary structures, scaffolding, equipment, tools, and appliances of any sort which are necessary to complete the Project. All construction equipment shall be of adequate size and capacity to safely and efficiently handle the work for which it is used. Subrecipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period an RDA-approved sign in a conspicuous space at the Project site indicating that the RDA is participating in and funding the Project. Such sign shall be erected as soon as possible after construction begins. The RDA will provide specifications to the Subrecipient for the sign and may require more than one sign at the Project site if site conditions so warrant. Evidence of such sign shall be provided to the Administrator (digital photos will suffice).

10. **COMPLIANCE WITH LAWS; REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT.**

- A. Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions, including but not limited to, Indiana Code § 5-28-43; State Board of Accounts ("SBA") policies and procedures for reporting; SBA guidance on administration and tracking of Grant funds; and any policies or procedures implemented by the RDA and/or the IEDC for administration of READI. All such materials required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the RDA to determine whether the provisions of this Agreement require formal modification.

- B. Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Indiana Code § 4-2-6-1, has a financial interest in Project Funds, Subrecipient shall ensure compliance with the disclosure requirements in Indiana Code § 4-2-6-10.5 prior to the execution of this Agreement.** If Subrecipient is not familiar with these ethical requirements, Subrecipient should refer any questions to the Indiana State Ethics Commission or visit the Indiana Inspector General's website at <http://www.in.gov/ig/>. If Subrecipient or its agents violate any applicable ethical standards, the RDA may, in its sole discretion, terminate this Agreement immediately upon notice to Subrecipient. In addition, Subrecipient may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws, all as amended from time to time.
- C. Subrecipient represents and warrants that no litigation of any nature is now pending, threatened, or reasonably anticipated affecting the Project or the operations, financial position, or condition of the Subrecipient, or the ability of the Subrecipient to perform its duties with respect to the Project.
- D. Subrecipient certifies by entering into this Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana.
- E. Subrecipient represents and warrants that it is current in the filing and payment of all local, state, and federal taxes.
- F. Subrecipient represents and warrants that it is a validly formed business entity, is authorized to conduct business in the State of Indiana, and in good standing with the State of Indiana.
- G. Subrecipient warrants that, to the best of its knowledge, it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the RDA of any such actions. During the term of such actions, Subrecipient agrees that the RDA may suspend funding for the Project.
- H. Subrecipient warrants that, to the best of its knowledge, Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, and regulations in the performance of work activities for the State of Indiana. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the State of Indiana.

- I. Subrecipient affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- J. If the RDA is asked by the IEDC or the SBA to repay any Grant funds that the RDA has disbursed to Subrecipient, Subrecipient shall, within fifteen (15) days of notice of such demand, reimburse those funds to the RDA.
- K. As required by Indiana Code § 5-22-3-7, as amended from time to time, Subrecipient certifies that, except for de minimis and nonsystematic violations, that neither it nor any affiliate of Subrecipient nor any agent acting on behalf of Subrecipient or an affiliate has violated the terms of: (i) Indiana Code § 24-4.7; (ii) Indiana Code § 24-5-12; or (iii) Indiana Code § 24-5-14 in the previous three hundred sixty-five (365) days. Subrecipient further certifies that that neither it nor any affiliate of Subrecipient nor any agent acting on behalf of Subrecipient or an affiliate, except for de minimis and nonsystematic violations, will violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement even if Indiana Code § 24-4.7 is preempted by federal law.
- L. Notwithstanding anything herein to the contrary, any obligation, duties, or compliance responsibility set forth under this Agreement on Subrecipient shall rest fully and solely with said Subrecipient entity and not be an obligation, duty, or compliance responsibility of the individual volunteer member, officer, agent, or representative serving said Subrecipient entity, except for any intentional malicious actions by such individual.
- M. Subrecipient warrants that to the best knowledge of the undersigned on behalf of Subrecipient that neither the undersigned nor any other member, employee, agent, or officer of Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.
- N. Subrecipient warrants that it has adequate funding and/or financial resources (including financing, equity investments, and/or cash on hand) to complete the Project.
- O. This subsection O. is only applicable to projects for residential or multifamily housing. Subrecipient warrants that the Project is legally permitted under the applicable zoning and subdivision ordinances and regulations, and that Subrecipient owns or controls the land on which the Project is to take place. The Subrecipient has provided a commitment letter in form acceptable to the RDA and IEDC attached hereto as **Exhibit H** which is fully incorporated herein. The Subrecipient covenants to comply with and meet any and all commitments provided in such Exhibit H, including but not limited to timelines, completion

dates, numbers of homes and/or units. Further, all information in Exhibit H must remain true, correct, and complete during the term of this Agreement.

11. **COMPLIANCE WITH AUDIT AND REPORTING REQUIREMENTS; MAINTENANCE OF RECORDS.**

- A. Subrecipients shall submit to an audit by the State of Indiana, or its authorized designee, of funds paid through this Agreement and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after final payment for inspection by the IEDC or its authorized designee. One (1) copy shall be furnished to the IEDC at no cost.
- B. If Subrecipient is a non-governmental unit, Subrecipient shall file the Form E-1 annual financial report required by Indiana Code § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under Indiana Code § 5-11-1-9. Audits required under this section must comply with the SBA Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>, as amended from time to time.

12. **RISK OF LOSS AND INSURANCE.** The Project shall be under the charge and control of the Subrecipient and all risks of loss or damage in connection therewith and the materials, supplies, and equipment to be used therein shall be borne exclusively by the Subrecipient. The Subrecipient shall maintain, at Subrecipient's own expense, insurance coverages, insuring Subrecipient, Subrecipient's employees, agents, and designees and the indemnitees as required herein in commercially reasonable amounts, which insurance shall name the RDA and any additional party requested by the RDA as an additional insured and shall incorporate a provision requiring the giving of written notice to the RDA at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any such policies as evidenced by return receipt of United States Certified Mail: (a) Comprehensive General Liability Insurance in the amount of Five Million Dollars (\$5,000,000.00) including coverage for blanket contractual liability, broad form property damage and personal injury; (b) Worker's Compensation Insurance in the amount of the statutory maximum with an employer's liability coverage of at least Five Hundred Thousand Dollars (\$500,000.00) to be provided by the Subrecipient or its general contractor; (c) Builder's Risk Insurance in an amount at least equal to the projected completion value of the Project covering property damage, as to any building or construction activity if the Project and the use of Project Funds has any vertical construction; and (d) Property Insurance in an amount at least equal to the projected completion value of the Project. All deductibles of any policy of insurance to be purchased by Subrecipient hereunder shall be borne by Subrecipient. Subrecipient shall submit valid certificates in form and substance satisfactory to the RDA evidencing the effectiveness of the foregoing insurance policies along with copies of the amendatory riders to any such policies. Subrecipient hereby agrees to maintain the insurance described hereinabove for the period of this Agreement and for two (2) years following

completion of the Project. Subrecipient hereby waives all rights of subrogation against the RDA and such policies of insurance required herein shall include a waiver of subrogation in favor of the RDA, which waiver shall be effective notwithstanding any duty to indemnify otherwise imposed by contract or applicable law.

13. **INDEMNITY.** Subrecipient shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the RDA and Administrator and their officers, board members, members, employees, consultants, attorneys, and agents, from any and all damages, losses, claims, demands, suits, liabilities, penalties, or forfeitures of every kind and nature (collectively “**Claims**”), including but not limited to reasonable attorneys' and experts' fees and expenses and other costs and expenses of defending against the same, and payment of any settlement or judgment therefore, by reason of bodily and other personal injuries to or deaths of persons; damages to tools or equipment owned or leased by Subrecipient; damages to other property; the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment; violations of any applicable laws; or infringement of patent, copyright, trademark, trade secret, or other property rights to the extent resulting or alleged to have resulted from acts or omissions of Subrecipient, its employees, agents, contractors, subcontractors, or other representatives or otherwise arising out of, relating to, or in connection with, directly or indirectly, the performance of this Agreement, the Project or otherwise, whether suffered directly by the RDA and/or Administrator or indirectly by reason of third party claims, demands, or suits. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement and shall apply whether or not it is alleged that the RDA or Administrator in any way contributed to the Claims or is liable due to a non-delegable duty; however, Subrecipient shall not be responsible for any Claim(s) which are caused by the sole negligence or sole willful misconduct of the RDA or Administrator where such is contrary to law. The indemnification obligation under this Agreement may not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subrecipient or any contractor(s), subcontractor(s) or materialmen under worker's or workmen's compensation acts, disability benefit acts, or other employee benefits acts. Without limiting the generality of the foregoing, the indemnity herein shall include all Claims arising out of personal injury, death, or damage to personal property of the Subrecipient or its contractors or subcontractor's employees or agents or licensees or invitees or to any other persons, whether based upon or claimed to be based upon, statutory, contractual, common law, tort (including but not limited to negligence, fraud, conversion, intentional tort or other common law tort), or other liability of Subrecipient, Subrecipient's representatives, employees, contractors, subcontractors, material men or suppliers, or any other persons. The promise of indemnification herein shall be construed to reflect Subrecipient's intent to indemnify the RDA and/or Administrator to the fullest extent permitted by law for such Claims. Subrecipient shall insure specifically the indemnity contained hereinabove and shall include the RDA and Administrator as additional insureds by causing amendatory riders or endorsements to Subrecipient's insurance policies. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR OR HAVE ANY DUTY FOR INDEMNIFICATION OR CONTRIBUTION TO THE OTHER PARTY FOR ANY CLAIMS FOR STATUTORY OR COMMON LAW INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR TREBLE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) SUCH AS,

BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITIES AND THE LIKE, DEPRECIATION, OR DIMINUTION IN VALUE, EVEN IF THE PARTY HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

14. **LIENS.** The Subrecipient shall make prompt payments to all persons who have done work or furnished materials for the Subrecipient's performance of the work and shall, from time to time upon demand, furnish satisfactory evidence to the RDA that such persons are entitled to no further compensation. In the event a lien shall be filed against the Project or on any portion of the real property where the Project is or will be located, by any person who has, or has alleged to have, done work or furnished materials for or in the performance of the Subrecipient or its representatives work, the Subrecipient shall at its expense, upon demand of the RDA, take all necessary action, by bond or otherwise, to cause any such lien to be released or discharged therefrom, and Subrecipient shall fully indemnify the RDA against any loss or expense in connection therewith, including reasonable expert and attorneys' fees incurred by the RDA.

15. **TERMINATION.**

- A. **Termination for Cause.** Failure of Subrecipient to comply with the covenants, complete the Project, or expend Project Funds in accordance with this Agreement and the IEDC Agreement may be considered a material breach hereof and shall entitle the RDA to suspend payment of Project Funds, and to suspend Subrecipient's participation in the RDA, READI, and/or the IEDC grant programs until such time as all material breaches are cured to the RDA's and/or the IEDC's satisfaction. The expenditure of Project Funds other than in conformance with this Agreement and the IEDC Agreement may be deemed a material breach of this Agreement. Subrecipient explicitly covenants that it shall repay to the RDA all funds not spent in conformance with this Agreement and/or the IEDC Agreement within twenty (20) days following the RDA's demand for payment of such. If the RDA or the IEDC is subject to any fine, penalty, or fee as a result of Subrecipient's improper expenditure of Project Funds, Subrecipient shall fully reimburse the RDA and/or the IEDC for any such fine, penalty, or fee and any other such incurred expense, including reasonable expert and attorneys' fees incurred by RDA.
- B. **Termination for Convenience.** Subrecipient acknowledges and agrees that unless prohibited by a statute or regulation relating to the award of the Grant, the IEDC Agreement, which is attached hereto and incorporated by reference herein, may be terminated, in whole or in part, by the IEDC, pursuant to Section 21 of the IEDC Agreement, whenever, for any reason. Upon termination of the IEDC Agreement, this Agreement shall terminate. Termination shall be brought about by delivery to Subrecipient of a termination notice, specifying the extent to which such termination becomes effective. Absent an existing default or breach by Subrecipient as of the date of the termination notice contemplated herein, Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of the termination. The RDA will not be liable for work on the Project performed after the effective date of the termination. In no

case shall total payment made to Subrecipient exceed the original Project Funds award.

- C. Survival of Indemnity Provisions. The indemnity, defend, and hold harmless provisions set forth in Section 13 of this Agreement shall survive the termination, expiration, or cancellation of this Agreement.

16. **CANCELLATION OF FUNDING.** In the event that the Director of the SBA makes a written determination that Grant and/or Project Funds are not appropriated or otherwise available to support the continuation of the performance of this Agreement, such determination shall be final and conclusive, and this Agreement shall be immediately cancelled.

17. **EMPLOYMENT ELIGIBILITY VERIFICATION.** As required by Indiana Code § 22-5-1.7, as amended from time to time, if Subrecipient has employees, Subrecipient hereby swears or affirms under the penalties of perjury that:

- A. Subrecipient has enrolled in and is participating in the E-Verify program;
- B. Subrecipient has provided documentation to the IEDC that it has enrolled in and is participating in the E-Verify program;
- C. Subrecipient does not knowingly employ an unauthorized alien; and
- D. Subrecipient shall require its contractors who perform work under this Agreement to certify to Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain this certification throughout the duration of the term of any contract or agreement with a contractor.

The RDA may terminate this Agreement for default if Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the RDA.

18. **DRUG-FREE WORKPLACE CERTIFICATION.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, as amended from time to time, the Subrecipient, if it has employees, hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the RDA within ten (10) days after receiving actual notice that the Subrecipient, or an employee of Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of disbursements under this Agreement, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years. In addition to the provisions of the above paragraph, if the total amount set

forth in this Agreement is in excess of \$25,000.00, the Subrecipient agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Subrecipient's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the RDA in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Imposing within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. **NONDISCRIMINATION.** Pursuant to Indiana Code § 22-9-1-10, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, as each are amended from time to time, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment related to this Agreement or the Project with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, age, disability, national origin, ancestry, status as a veteran or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of this Agreement.

20. **NO INVESTMENT ACTIVITIES IN IRAN.** As required by Indiana Code § 5-22-16.5, the signature entered on behalf of Subrecipient below constitutes Subrecipient's certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by Indiana Code § 5-22-16.5.

21. **DIVERSITY BUSINESSES.** Subrecipient and any of its contractors or subcontractors shall ensure fair opportunities for veteran, women, disadvantaged, and minority owned or controlled businesses to compete for and obtain contracts related to goods and services under this Agreement.

22. **DEBARMENT AND SUSPENSION.**

- A. Subrecipient represents, warrants, and certifies that neither it nor its principals 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 Agreement shall mean any officer, director, or member.
- B. Subrecipient represents, warrants, and certifies that it has verified the suspension and debarment status for all subcontractors, vendors, or other lower tier subrecipients receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipient shall immediately notify the RDA if any subcontractors, vendors, or other lower tier subrecipients become debarred or suspended, and shall, at the RDA's request, take all steps required to terminate its contractual relationship with the subcontractors, vendors, or other lower tier subrecipients.
- C. The RDA reserves the right to immediately suspend, in whole or in part, this Agreement, including any further disbursements of Project Funds, for the appearance of an actual or potential violation of this Agreement or any relevant provisions of federal or State laws, rules, or regulations, Subrecipient shall be provided with notice of the suspension and a thirty (30) day period in which to cure said violation or demonstrate to the RDA that no violation exists. In the event an act or failure of the Subrecipient requires prompt intervention by the RDA, an authorized representative of the RDA may provide the Subrecipient with verbal notification of the suspension and extent thereof. Written notice of the suspension shall be provided to the Subrecipient within fifteen (15) days from the date of such verbal notification. The written notice shall include the qualifying violation(s) for such suspension and the extent of the suspension. In determining the suspension, the RDA may consider the following criteria: (i) the severity of the violation(s); (ii) the number of similar violations; (iii) whether the violations were willful or intentional; (iv) whether the violations involved an act of dishonesty; (v) the history of prior violations; or (vi) such other information the RDA determines in its sole discretion is relevant. In the event the RDA

determines that the issue is sufficiently resolved, the RDA shall provide notice to the Subrecipient that the parties shall resume, as soon as practical, their duties under this Agreement. No disbursements of Project Funds shall be issued to the Subrecipient during the suspension period. In the event the RDA determines that the issue is not sufficiently resolved, the RDA may terminate this Agreement pursuant to Section 15.

23. **NOTICES.** All notices to be given under this Agreement shall be in writing, and shall be deemed to have been given and served when delivered in person, by Federal Express, UPS, or similar overnight carrier, or by United States mail, postage pre-paid to the addressee at the following addresses:

RDA:
Our Southern Indiana Regional Development Authority
Attn: Dana Huber
19816 Huber Road
Borden, IN 47106

CC:
Andrea Frazier
300 Spring Street, Suite 2A
Jeffersonville, IN 47130

Greg Fifer, Esq.
300 Corporate Drive, Suite 340
Jeffersonville, IN 47130

Subrecipient:
Town of Georgetown

| | |
|---------------------------|---------------------------|
| Attn: Chris Loop | Kristi Fox, Fox Law |
| 9111 SR 64, P.O. Box 127 | 409 Bank Street |
| Georgetown, Indiana 47122 | New Albany, Indiana 47150 |

Any party may change its mailing address by serving written notice of such change and of such new address upon the other party.

24. **PERIODIC MONITORING REVIEWS.** The IEDC may carry out periodic monitoring reviews (“**Periodic Monitoring Reviews**”) of a Project, as deemed appropriate by the IEDC. The Subrecipient shall extend to the IEDC and/or RDA and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation. The RDA shall not be required to provide the Subrecipient advance notice of such Periodic Monitoring Reviews except as reasonably required to make sure the necessary individuals and materials are available. Subrecipient shall cooperate in such monitoring and evaluation efforts and shall produce all documentation reasonably requested by the IEDC. Periodic Monitoring Reviews may be performed by the IEDC, or its authorized designees, for the purpose of determining, among other things: (i) whether a Project’s activities are consistent with those set

forth in this Agreement or the approved Project Approval Form, including any modifications agreed to by the IEDC; (ii) the actual expenditure of State, local, and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget on the Project Approval Form, and that unpaid costs have been properly accrued; and (iii) that Subrecipient is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in the IEDC Agreement and are fully and accurately reflected in Project reports submitted to the IEDC. Subrecipient shall take all actions reasonably necessary to correct or cure any issues identified by the IEDC during its Periodic Monitoring Reviews. Failure to do so may allow the RDA to suspend or terminate this Agreement. In the event that the IEDC requests a final audit following the completion of the Project, the Subrecipient shall cooperate with such audit and any and all other requests for monitoring or evaluation efforts required by the RDA or the IEDC.

25. **DISCLOSURE OF PUBLIC RECORDS.** Subrecipient understands that this Agreement is a public record as defined by the Indiana Access to Public Records Act (Indiana Code § 5-14-3-1, *et seq.*), and, once fully executed, may be posted on the IEDC's transparency portal, which is available at <https://transparency.iedc.in.gov>. The Project Approval Form and any reports submitted to the IEDC by the RDA under this Agreement are also public documents and are subject to public inspection pursuant to the Indiana Access to Public Records Act. Subrecipient acknowledges that any materials submitted as part of the application process or the READI process may be a public record and subject to public inspection pursuant to the Indiana Access to Public Records Act. Confidential financial information and other information that Subrecipient desires to be withheld from disclosure in accordance with the Indiana Access to Public Records Act should be submitted in a separate addendum clearly designated by Subrecipient as confidential. Subrecipient shall also allow the RDA to distribute public information, data, or statistics that the RDA collects on its RDP and the Project to third parties. If requested, the Subrecipient shall work together with the RDA or a third party, as applicable, on the terms of the data collection, format, submission timelines and distribution methods.

26. **PUBLIC RELATIONS AND MARKETING.** Subrecipient shall use reasonable efforts to coordinate with the RDA and its Administrator in advance of issuing any public relations communications and/or materials, including press releases, or otherwise responding to media inquiries (collectively, "**Public Release**") in relation to the subject matter of this Agreement, including the Project. Should the RDA reasonably object to the Subrecipient's Public Release, the parties agree to work together in good faith to resolve and/or revise the Public Release. Subrecipient shall ensure that prompt responses and materials are provided to the RDA for the preparation of any Public Release. Subrecipient shall designate an individual to serve as the primary contact regarding Public Releases. All external facing communications relating to this Grant, including but not limited to marketing, Public Releases, and social media materials and content, shall be developed in consultation with the RDA and receive written approval by an authorized representative of the RDA prior to publication. Such communications should include appropriate reference to the RDA as an investor, partner, and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the RDA logo and RDA social media tags and references to RDA social media accounts. All communications required to be sent to the RDA under this paragraph shall be sent to llong@riverhills.cc. Subrecipient shall

provide reasonable notice to the RDA of any ribbon cuttings and other promotional events in relation to the subject matter of this Agreement, including the Project.

27. **USE OF IEDC AND RDA NAME.** The RDA and the IEDC have not granted any rights to use their name, trademark, intellectual property, or logos under this Agreement or the IEDC Agreement. Subrecipient shall not use the IEDC's or the RDA's name or intellectual property, including IEDC or RDA trademarks or logos, in any manner, including commercial advertising or as a business reference, without the prior written consent of the IEDC or the RDA, as the case may be. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC or the RDA shall have the right of review and approval of the use, disclosure, and the finished product prior to publication. All such requests from the Subrecipient must be made in writing and delivered to the RDA for approval at its sole discretion. Any requests by Subrecipient for the use of the IEDC name or intellectual property shall be first submitted to the RDA who shall work with the IEDC regarding review and approval. The Grantee shall not invoke the name of the RDA or any other officer, director, or agent of the RDA in connection with any public or private presentation or meeting with respect to the Project, including, without limitation, that the RDA, officer, director, or agent supports the Project, without the prior written permission of the RDA. The approval of Project Funds relates only to the issue of the Project as being, in general, of regional importance, and not an endorsement of the physical project or the Subrecipient.

28. **ASSIGNMENT.** The RDA shall have the right to unilaterally assign its rights to recover Project Funds and delegate its rights under this Agreement to the IEDC. In such event, the RDA shall provide notice to the Subrecipient of such unilateral assignment and delegation. THE PARTIES AGREE THAT IN NO EVENT SHALL THIS PROVISION BE VOIDED OR CONSTITUTE A MATERIAL BREACH AS SIGNATURE TO THIS AGREEMENT SHALL CONSTITUTE THE PARTIES' CONSENT TO THE RDA'S UNILATERAL ASSIGNMENT AND DELEGATION TO THE IEDC. Subrecipient shall not assign, transfer, or convey or otherwise dispose of this Agreement or any part hereof, to any person, company, or corporation, without the prior written consent of the RDA.

29. **GOOD FAITH ASSURANCES.** The parties to this Agreement shall in good faith undertake to perform their obligations under this Agreement, to satisfy all conditions and to cause the transactions contemplated by this Agreement to be carried out promptly in accordance with the terms of this Agreement. Upon the execution of this Agreement and thereafter, each party shall do such things as may be reasonably requested by the other party hereto in order to more effectively consummate or document the transactions contemplated by this Agreement.

30. **RESERVED.**

31. **NO AGENCY OR EMPLOYMENT RELATIONSHIP.** Subrecipient acknowledges that it is not an agent or employee of the RDA or the IEDC and shall not in any respect be deemed or act, or hold itself out, as an agent or employee of the RDA or the IEDC or an authorized representative of the same for any purpose whatsoever.

32. **MISCELLANEOUS.**

- A. The headings in this Agreement are intended solely for reference or convenience and will be given no effect in the construction or interpretation of this Agreement.
- B. The parties agree that this Agreement, including any attached exhibits, schedules, and/or attachments, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof.
- C. This Agreement may not be altered or amended except in writing, signed by authorized representatives of the RDA and Subrecipient.
- D. If any provisions of this Agreement directly conflict with the provisions of the IEDC Agreement, the provisions contained within the IEDC Agreement shall control and supersede those provisions.
- E. No waiver of any default, failure to perform, condition, provision, or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of this Agreement.
- F. If any paragraph, term, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State, then the paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions, and provisions will remain in full force and effect.
- G. This Agreement shall be governed in accordance with the laws of the State of Indiana. The venue for disputes hereunder shall be exclusive to local and federal courts of Floyd County, Indiana.
- H. The Subrecipient shall be responsible for providing all legally required unemployment and workers' compensation insurance for its employees, if any.
- I. Unless otherwise terminated or modified as expressly permitted hereunder, this Agreement shall remain in force during the term of this Agreement. Notwithstanding anything contained herein to the contrary, provisions of this Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the Expiration Date shall survive until their purposes are fulfilled.
- J. This Agreement may be executed through an original or electronically, and in duplicate or through counterparts, each of which shall be deemed to be an original, and all of which shall together constitute but one and the same agreement.
- K. The Subrecipient shall ensure that any and all of its contractors, subcontractors,

and/or vendors comply with all the terms, conditions, and provisions of this Agreement and the IEDC Agreement as may be applicable. If the Subrecipient refers to more than one entity, each entity shall be jointly and severally responsible to satisfy the obligations under this Agreement. In the event of a default, all Subrecipient entities are jointly and severally liable for the obligations in this Agreement, irrespective of which entity caused the default.

- L. This Agreement shall inure to the benefit of, and shall be binding upon, the respective legal representatives, successors, and assigns of each of the parties to this Agreement. Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including the employees, or other contractors, subcontractors, or vendors of the parties.
- M. This Agreement was reviewed and/or revised by legal counsel for the RDA and Subrecipient, and no presumption or rule that any ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
- N. Nothing in this Agreement is intended to preclude or limit the RDA's ability to seek remedies available at law or in equity against the Subrecipient in respect to claims of mismanagement, misappropriation, misuse, fraud, concealment, or similar claims of disbursed Project Funds.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY

By: *Dana Huber*
Dana Huber, Chair

[Name of Subrecipient] Town of Georgetown

By: *Chris Loop*

Printed Name: Chris Loop

Title: Town Council President

Attested by:

Printed Name: _____

List of Exhibits

- Exhibit A – IEDC Agreement
- Exhibit B – Project Description
- Exhibit C – Project Approval Form
- Exhibit D – Material Change Notice
- Exhibit E – Claim Voucher
- Exhibit F - Project Monthly Report
- Exhibit G – Disbursement Request Information
- Exhibit H - Residential Housing Commitment letter - Applicable only to residential project

Exhibit A



EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

| | |
|---|---|
| 1. EDS Number: A281-5-READI-5 | 2. Date prepared: 8/12/2024 |
| 3. CONTRACTS & LEASES | |
| <input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA | <input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment # _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____ |

| | |
|--|---|
| FISCAL INFORMATION | |
| 4. Account Number: 78610 | 5. Account Name: READI 2.0 |
| 6. Total amount this action: \$45,000,000.00 | 7. New contract total: \$45,000,000.00 |
| 8. Revenue generated this action: \$0.00 | 9. Revenue generated total contract: \$0.00 |

| |
|--|
| 10. New total amount for each fiscal year: |
| Year <u>2025</u> \$ <u>45,000,000.00</u> |
| Year _____ \$ _____ |
| Year _____ \$ _____ |
| Year _____ \$ _____ |

| | |
|--|--|
| TIME PERIOD COVERED IN THIS EDS | |
| 11. From (month, day, year): 5/1/2024 | 12. To (month, day, year): 12/31/2028 |
| 13. Method of source selection: | |
| <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> RFP # _____ | <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____ |

| | |
|---|--|
| AGENCY INFORMATION | |
| 14. Name of agency: Economic Development Corp | 15. Requisition Number: 000000 |
| 16. Address: IN Economic Development Corp Capitol Office, 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204 | |

| | |
|---|---|
| AGENCY CONTACT INFORMATION | |
| 17. Name: Glenda Reitz-May | 18. Telephone #: 317.447.2617 |
| 19. E-mail address: greitz@iedc.in.gov | |

| | |
|---|---|
| COURIER INFORMATION | |
| 20. Name: Glenda Reitz-May | 21. Telephone #: 317.447.2617 |
| 22. E-mail address: greitz@iedc.in.gov | |

| | |
|---|------------------|
| VENDOR INFORMATION | |
| 23. Vendor ID Number: 00000427947 | |
| 24. Name: Our Southern Indiana Regional Development Authority | 25. Telephone #: |
| 26. Address: 300 Spring St, Suite 2A Jeffersonville, IN 47130 | |
| 27. E-mail address: ccochran@riverhills.cc | |
| 28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| | |
|--|---------------------------------|
| 29. Primary Vendor: M/WBE/IN-Veteran | 30. Primary Vendor Percentages: |
| Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 100 % |

| | |
|--|---|
| 31. Sub Vendor: M/WBE/IN-Veteran | 32. If yes, list the %: |
| Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Minority: _____ % Women: _____ % IN-Veteran: _____ % |
| 33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (*Cite applicable Indiana or Federal Codes*):
IC 5-28-6

37. Description of work and justification for spending money. (*Please give a brief description of the scope of work included in this agreement.*) This READI grant will be provided to promote strategic investments that will make Indiana a magnet for talent and economic growth. The Northwest Indiana region is built around five aspirational goals that serve as the pillars of future economic vitality and growth for the region. They reflect a holistic view of economic development that addresses business development & marketing, entrepreneurship & innovation, infrastructure, talent, and placemaking. These goals will drive the region's strategies and actions for implementation of these READI funds.

38. Justification of vendor selection and determination of price reasonableness:
READI Grant 2.0 Project ID: 426901

39. If this contract is submitted late, please explain why: (*Required if more than 30 days late.*)

| | | | |
|---|-------------------|--|-------------------|
| 40. Agency fiscal officer or representative approval <i>Heidi Babkowski</i> <small>Heidi Babkowski (Aug 12, 2024 16:12 EDT)</small> | 41. Date Approved | 42. Budget agency approval <i>Jeff Almy</i> | 43. Date Approved |
| 44. Attorney General's Office approval | 45. Date Approved | 46. Agency representative receiving from AG | 47. Date Approved |

GRANT AGREEMENT

This Grant Agreement (the “**Grant Agreement**”), entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and **OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY** (the “**Grantee**”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$45,000,000.00 (the “**Grant**”) to the Grantee for Eligible Costs (as herein defined) to implement Grantee’s Regional Economic Acceleration and Development Initiative (“**READI**”) strategy as defined in Indiana Code § 5-28-43-6, considered by the IEDC to be the Grantee’s application for a grant or loan required by Indiana Code §5-28-43-15, which is attached hereto as **Exhibit A** and is incorporated fully herein (the “**Plan**”) and which may be amended from time to time, including awards (“**Sub-Grants**”) to other public and private entities (“**Subrecipient(s)**”) for capital projects or infrastructure improvements (individually a “**Project**” collectively the “**Projects**”). The Grant shall be used exclusively in accordance with the provisions contained in this Grant Agreement and Indiana Code § 5-28-43, et seq. The Grant received by the Grantee pursuant to this Grant Agreement shall be used only to implement or fund a Project in conformance with this Grant Agreement and for no other purpose.

- A. “**Eligible Costs**” are defined as Eligible project activities and are limited to capital projects or infrastructure improvements. A capital project is a project to acquire, build, improve, maintain, or develop a significant fixed asset. A capital project includes, but is not limited to: (i) construction or rehabilitation of new or existing facilities; (ii) acquisition of tangible personal property or equipment with a useful life of at least one (1) year and used for a particular purpose aligned with the owner’s business or governmental purpose; (iii) land acquisition; (iv) other expenses directly related to items (i) – (iii) including professional services, installation costs, debt or lease payments, permitting fees, developer and property management fees, legal expenses, or other project costs approved by the IEDC. Infrastructure projects may be publicly or privately-owned and include water; wastewater/sewer; utilities such as electricity, gas, and broadband; roads and sidewalks; and parking garages.
- B. “**Administrative Uses**”. Administrative Uses shall include but are not limited to project support costs, Grant management, Grant compliance, office personnel, legal fees, accounting fees, audit fees, marketing expenses, and all other administrative costs not specifically prohibited by this Grant Agreement.
- C. “**Ineligible Costs**”. Ineligible Costs under this Agreement, regardless of the reason for disbursement to the Grantee or from the Grantee to a Subrecipient shall include, but are not limited to, travel related expenses, bonuses, the payment of fines or penalties,

gifts, and expenses incurred in procuring equipment not owned by the Grantee or its Subrecipients.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants, to the best of its knowledge, to the IEDC that it is an entity eligible to receive Grant funds under IC 5-28-43 and that the information set forth in its Plan is true, complete, and accurate to the best of the Grantee's knowledge. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined that it was ineligible to receive the funds, made any material misrepresentation in its Plan, or used funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement.
- B. If Grant funds are awarded to a Subrecipient, Grantee shall require each Subrecipient to represent and warrant to the Grantee that it is eligible to receive the Grant funds and that the information set forth in its Claim Form (as herein defined) is complete and accurate. The Grantee agrees to diligently pursue the repayment of all funds paid to said Subrecipient should it be determined that it was ineligible to receive the funds, made any misrepresentation on its Claim Form or used Grant funds for any purpose or in any manner contrary to or inconsistent with this Grant Agreement or the Claim Form.

3. Grant Funding.

- A. The IEDC shall fund this Grant in the amount of \$43,875,000.00, which represents the Grant award less the IEDC's reduction detailed in paragraph 5(D)(2).
- B. The Grantee agrees that by completion of the Plan, local and private dollars will have been expended by the Grantee and Subrecipients at the minimum of a 4:1 ratio to Grant dollars provided under this Grant Agreement. The 4:1 match must be comprised of a minimum of a 1:1 ratio in Grant dollars to local public funding and a 3:1 match from private and philanthropic sources by the completion of the Plan. Public funding sources may, as appropriate, include private non-profit economic development organizations and foundations, unless the funding was originally contributed to the aforementioned organization or foundation from private sources, as well as local, state, and federal grants and loans. While other state public funding may be considered public funding for the purposes of this Agreement, its consideration as match for READI matching funds will be made at the sole discretion of the IEDC. Grantee must provide evidence of compliance with this paragraph 3(B) upon completion of the Plan in a format designated by the IEDC. For the avoidance of doubt, the match requirements set forth in this paragraph 3(B) apply to the aggregate dollars spent under the Plan and not to each project included in the Plan and funded with the Grant dollars.
- C. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the

IEDC and this Grant Agreement has been fully approved by the State of Indiana (the “State”).

4. Term.

- A. This Grant Agreement is effective May 1, 2024, and shall remain in effect through December 31, 2028 (“**Expiration Date**”). The term of this Grant Agreement may be extended upon the written mutual agreement of the parties and as permitted by state laws governing this Grant Agreement.
- B. Grant funds must be obligated by June 30, 2026 (“**Grant Obligation Date**”) and may continue to be liquidated through the expiration date. On or before December 31, 2025, a plan must be submitted to the IEDC detailing how all currently unobligated funds will be obligated by the Grant Obligation Date. If Grantee is not able to obligate funds by the Grant Obligation Date, the IEDC may reallocate Grant funds.
- C. Project Claim Forms, as further defined in paragraph 5 below, must be submitted to the IEDC for approval by June 30, 2026 unless an extension of time has been granted in writing.
- D. The Grantee shall have sixty (60) days following the Expiration Date to submit all final claims for disbursement of Grant funds provided under this Grant Agreement.
- E. Any provisions which, by their nature, are intended to apply after the termination of this Grant Agreement shall survive the termination of the Grant Agreement until their purposes are fulfilled.

5. Implementation of and Reporting on the Plan.

- A. Grantee shall be solely responsible for carrying out all planning and coordination activities necessary to distribute Grant funds and implement those Projects selected from the Plan in accordance with this Grant. Modification of the Plan shall require prior written approval of the IEDC, which approval shall not be unreasonably withheld or delayed.
- B. Grantee shall provide the IEDC with all information, including the process by which Projects were evaluated and selected required by the IEDC and necessary for its review, including, but not limited to: regional priorities, economic impact considerations, alignment with IEDC KPIs and rubric.
- C. For each Project for which the Grantee requests disbursement of funds, the Grantee shall submit to IEDC a Project Claim Form (the “**Claim Form**”).
 - (1) The Claim Form, attached herein by reference and subject to reasonable modification over time, will be made available to the Grantee through an online Grant Management Tool or file sharing platform (the “**Grant Management**”).

Tool”), which is attached herein by reference and subject to reasonable modification over time.

- (2) A separate Claim Form must be completed for each Project.
- (3) Each Claim Form shall include:
 - (a) A detailed description of the Project and its alignment with the Plan (if not already a part of the Plan).
 - (b) All required programmatic data and performance indicators, as fully described on the Grant Management Tool or other filing sharing site.
 - (c) A detailed budget including all sources and uses of funding required to implement the Project (the “**Project Budget**”).
 - (i) After the IEDC approves a Claim Form, the Project Budget funded by this Grant Agreement, and those funded by any local and/or private party, shall not experience a Material Change (as herein defined) without the prior written consent of the IEDC.
 - (ii) For any in-kind contribution, the Grantee, or Subrecipient as applicable, shall provide a reasonable value associated with each such contribution. The IEDC may question the value attributed to an in-kind contribution, request supporting documentation, and request an adjustment by the Grantee before a Claim Form is approved.
 - (d) The amount of any administrative fee to be withheld by the Grantee to implement the Project or for other Administrative Uses, shall not exceed the limits established in paragraph 5(D) of this Grant Agreement, and Grantee shall provide a detailed description of the services that will be rendered by the Grantee with support of the administrative fee.
 - (e) The name and contact information for the Grantee and any Subrecipients, and a certification from the Grantee and Subrecipients that they are in compliance with all applicable State and federal laws.
 - (f) Any other information or documentation reasonably required by the IEDC.
- (4) Prior to approving a Project in accordance with the Grantee’s project review and selection process and prior to submitting a Claim Form as provided in this paragraph 5, the Grantee shall consult with the IEDC about each Project. The IEDC may deny a Project if the IEDC was not consulted prior to the Grantee selecting a project for funding or the IEDC determines, in its reasonable discretion, that the Project is not in accordance with the Plan or READI.

- (5) The Grantee may submit Claim Forms for Projects not initially included in the Plan as an additional Project or Projects of the Plan, provided that such Projects may be subject to additional requests for information or documentation from the IEDC. If a Claim Form for a Project not initially included in the Plan is approved by the IEDC, the Project shall automatically become part of the Grantee's Plan.
- (6) The IEDC shall have thirty (30) days to evaluate a submitted Claim Form and provide notice of its decision to approve or deny the Claim Form. If additional time is needed to evaluate a submitted Claim Form, the IEDC shall notify the Grantee of a date by which its decision can be expected. Provided however, the IEDC agrees that it will not unreasonably extend any such review.
- (7) The Grantee understands and agrees that the IEDC retains the right to approve or deny a Claim Form, as solely determined by the IEDC in accordance with this Grant Agreement.
- (8) The IEDC may condition its approval of a submitted Claim Form as it deems appropriate. The Grantee may then accept, reject, request further revision to the conditional approval, or submit an amended Claim Form. A conditionally approved claim form shall only be considered approved if the Grantee gives written notice of its acceptance of such Claim Form and subsequently provides documentation of its satisfaction of the IEDC's conditions.
- (9) The IEDC may at any time (before or after the IEDC's approval of a Claim Form) request from the Grantee, in writing, any additional information or documentation relating to a Project necessary for the IEDC to perform its obligations under this Grant Agreement. The Grantee shall use its best efforts to obtain these materials and provide them to the IEDC within a reasonable time period.
- (10) After a Claim Form is approved by the IEDC, the Grantee shall provide notice to the IEDC of any Material Changes to a Project. A "Material Change" occurs when there is any:
 - a. Increase in the total cost of a Project of five percent (5%) or more and which, as a result of that increase, would require additional Grant funds for the Project;
 - b. Change in the nature of a Project from the Grantee's submission on the approved Claim Form, including a change in how the Grant funds will be used for an approved Project.
- (11) Promptly after receipt of a notice of Material Change, but no longer than ten (10) business days, the IEDC will notify the Grantee if an amended Claim Form is required to proceed with the Project. The Grantee may rely upon the approved Claim Form until such notification that an amended Claim Form is required.

- (12) In the event there is a Material Change requiring an amended Claim Form, such Claim Form will be subject to the IEDC's further approval or denial.
 - (13) It is expressly understood and agreed by the Grantee and the IEDC that the Grantee may distribute the funds granted to the Grantee hereunder to Subrecipients (the "**Subrecipients**") to perform a Project as the Grantee deems acceptable, provided however, the Grantee shall remain obligated to perform all of its obligations under this Grant Agreement and/or to ensure that Subrecipients comply with the same, if applicable.
 - (14) The Grantee shall be solely responsible for overseeing and/or completing the proper design and implementation of a Project approved by the IEDC. The Grantee shall make certain that it and any Subrecipient complete an approved Project in accordance with this Grant Agreement, approved Claim Form, and its Plan.
 - (15) The Grantee may enter into any contracts or agreements necessary or incidental to the performance of this Grant Agreement, however, the IEDC shall not be bound by any contracts or agreements of the Grantee's unless otherwise agreed to by the IEDC in writing.
 - (16) The Grantee understands and agrees that the Grantee and any of its own selected Subrecipients are solely responsible for the selection of vendors, contractors, other sub-Subrecipients or similar parties for the performance of Projects. The IEDC has no role in selecting a vendor, contractor, Subrecipient (except for approval of the Claim Form), or similar party for the performance of Projects, regardless of whether the Grantee has listed the vendor, contractor, Subrecipient, or similar party on the Claim Form.
 - (17) After a Claim Form is submitted, the Grantee shall submit to the IEDC, through the Grant Management Tool, written progress reports until the completion of the Project. These reports shall be submitted on an annual basis, until the project is completed, not later than January 15th for the preceding year, and shall contain such details of progress or performance on the Plan and any Projects funded through this Grant Agreement as may be requested by the IEDC.
- D. The Grantee and the IEDC agree that a portion of the funds provided under this Grant Agreement may be used for Administrative Uses for the Projects and to implement the Grantee's Plan in compliance with IC § 5-28-43-9 and all other applicable laws. The Grantee shall account for the use of these administrative funds in the annual report it submits to the IEDC as provided in paragraph 5(C)(17). The parties agree that:
- (1) Except as otherwise provided in subparagraph (2) below, the Grantee may request, in a submitted Claim Form, to retain up to three percent (3%) of the total cost of each Project from the Grant funds requested in the Claim Form, which may be used by the Grantee for Administrative Uses. No more than three percent (3%) of the total Grant funds may be claimed by the Grantee for its Administrative Uses.

(2) The IEDC will retain two and a half percent (2.5%) of the total Grant funds, as a reduction to the total Grant amount, for the IEDC's costs associated with overseeing this Grant Agreement, monitoring the Grantee's compliance with applicable laws in accordance with paragraph 9, and providing advisory services to facilitate the Grantee's successful implementation of its Plan.

- E. The Grantee, its Subrecipients and any contractors or subcontractors shall ensure fair opportunities for veteran, women, disadvantaged, and minority owned or controlled businesses to compete for and obtain contracts related to goods or services procured under this Grant Agreement.
- F. As required by paragraph 9 of this Grant Agreement, the Grantee shall comply, and shall require all contractors, subcontractors, and subrecipients to comply, with all applicable state and local procurement rules.

6. Payment of Claims.

- A. If advance payment or a working capital advance of all or a portion of the Grant funds for a Project is permitted by statute or regulation, and the IEDC agrees to provide such advance payment or working capital advance, advance payment shall be made only upon submission of a Claim Voucher ("**Claim Voucher**"), attached hereto as **Exhibit B** and made apart hereof, setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide IEDC with a reconciliation of those expenditures. Otherwise, the Grantee shall review and approve all Claim Vouchers submitted by Subrecipients for Project expenditures eligible for Grant funds, which shall then be reviewed and approved by the IEDC. The IEDC shall use best efforts to review and approve or deny a Claim Voucher within fifteen (15) days of submission. All requests for Projects performed directly by Grantee shall be reviewed by the IEDC. Disbursements of Grant funds shall be made by the IEDC within thirty-five (35) days of IEDC approval. As required by IC § 4-13-2-14.8, as amended from time to time, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher. Such Claim Vouchers must be submitted with an accounting of expenditures organized by Project.
- C. The IEDC may require evidence, furnished by the Grantee, that the Project is materially compliant with the timeline provided in the Claim Form. All payments are subject to the IEDC's determination that the Grantee's or Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

- D. Claim Vouchers shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within sixty (60) calendar days after termination or the Expiration Date. Payment for claims submitted after that time may, at the discretion of the IEDC, be denied. Grant funds that have been advanced and are unexpended at the time that the final claim is submitted, shall be returned to the State.
- E. Claim Vouchers must be submitted with accompanying supportive documentation, as designated by the IEDC. Claim Vouchers submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to correct said issues may result in the denial of a claim for payment.

7. Project Monitoring by the IEDC.

The IEDC may conduct on-site or off-site monitoring reviews of a Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend to the IEDC and its authorized designees its full cooperation and give full access to its Project sites and to relevant documentation; or, if applicable, the Grantee shall require each Subrecipient to provide full cooperation and access to its Project sites and relevant documentation to the IEDC, or its authorized designees, for the purpose of determining, among other things:

- A. Whether Project activities are consistent with those set forth in the Claim Form, including any modification agreed to by the IEDC, and the terms and conditions of the Grant Agreement;
- B. The actual expenditure of State, local and/or private funds expended to date on the Project is in conformity with the amounts for each Project Budget and the Claim Form, and that unpaid costs have been properly accrued and;
- C. That Grantee is making timely progress with the Project, and that its project management, financial management, control systems, procurement systems, methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the IEDC.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The IEDC may request a final financial and compliance audit of the Grantee, any fiscal agent of Grantee, and any Subrecipients. The before mentioned parties shall submit to an audit by the State, or its authorized designee, of funds paid through this Grant Agreement following the Expiration Date and shall make all books, accounting records and other documents related to this grant agreement available at all reasonable times

during the term of this Grant Agreement and for a period of five (5) years after final payment for inspection by the State, the IEDC, or its authorized designee. One (1) copy of any audit conducted under this paragraph 8(A) shall be furnished to the IEDC at no cost.

- B. The Grantee shall be subject to an independent annual financial and compliance audit, the cost of which shall be the responsibility of the Grantee. Audit results shall be submitted to the IEDC.
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts (“SBOA”) Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, found at: <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>, as amended from time to time.

9. Compliance with Laws.

- A. The Grantee and IEDC shall work together to comply with all applicable federal, state and local laws, rules, regulations and ordinances, any policies or procedure implemented by IEDC for administration of the program, required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Grantee certifies by entering into this Grant Agreement that, to the best of its knowledge, it is not presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.
- D. The Grantee warrants that, to the best of its knowledge, it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Grantee agrees that the IEDC may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC; and the IEDC decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the IEDC may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that, to the best of its knowledge, the Grantee and any contractors performing work in connection with a Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. If the IEDC is asked by the State Budget Agency to repay any Grant funds that the IEDC has disbursed to Grantee, the Grantee shall, within thirty (30) days, reimburse those funds to the IEDC.
- H. As required by IC § 5-22-3-7, as amended from time to time:
 - (1) The Grantee certifies (and Grantee shall require any Subrecipient to certify) that:
 - (A) the Grantee (or Subrecipient), except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC § 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law, all as amended from time to time; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law, all as amended from time to time.

(2) The Grantee certifies that an affiliate of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law, all as amended from time to time; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law, all as amended from time to time.

- I. Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer commissioner, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious actions by such individual.

10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any federal agency or by any department, agency, or political subdivision of the State.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors, vendors, or other lower tier subrecipients receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the IEDC if any Subrecipient or subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the IEDC to terminate its contractual relationship with the Subrecipient or subcontractor for work to be performed under

this Grant Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, as amended from time to time the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IEDC within ten (10) days after receiving actual notice that an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Grant payments, termination of the Grant and/or debarment of grant opportunities with the IEDC for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, as amended from time to time, if the Grantee has employees, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien;
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IEDC may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, as amended from time to time, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Disputes and Governing Law.

- A. In the event of a dispute between IEDC and the Grantee, other than that addressed by paragraph 9(D) above, the parties agree to cooperatively negotiate a resolution and escalate to senior management as needed. For any disputes that remain in controversy after thirty (30) days, either party may, at its own expense, initiate legal action. Both parties agree that disputes shall not be arbitrated.
- B. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Marion County, Indiana.

15. Insurance.

The Grantee shall maintain insurance with coverages in such amount as may be required by the IEDC or as provided in its Grant Application.

16. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, as amended from time to time, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

17. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant Agreement, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

With a copy to:

Indiana Economic Development Corporation
Attn: Director of Operations
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
READI@IEDC.in.gov

B. Notices to the Grantee shall be sent to:

Cory Cochran
300 Spring St. Suite 2A
Jeffersonville, IN 47130

E-mail: CCochran@riverhills.cc

With a copy to:

Dana Huber
19816 Huber Rd.
Borden, IN 47106

E-mail: Info@OurSoINRDA.org

18. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law, including those identified in paragraph 9, above; (2) this Grant Agreement; (3) Exhibits prepared by the IEDC; (4) the Grant Management Tool; (5) the Plan; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

19. Public Record.

The Grantee acknowledges that the IEDC will not treat this Grant Agreement as containing confidential information and will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2, as amended from time to time. Use by the public of the information contained in this Grant shall not be considered an act of the State.

20. Termination for Breach.

- A. Failure of the Grantee to complete the Project(s) and expend Grant funds in accordance with this Grant Agreement may be considered a material breach, shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The Grantee shall require each Subrecipient to warrant to complete its Project and expend Grant funds in accordance with this Grant Agreement. Breach of said warranty shall entitle the IEDC to suspend Grant payments associated with said Project, and to suspend the Subrecipient's receipt of Grant funds.
- C. The expenditure of Grant funds other than in conformance with this Grant Agreement may be deemed a breach. The Grantee explicitly covenants that it shall within thirty (30) days repay to the IEDC all funds not spent in conformance with this Grant Agreement. If IEDC is subject to any fine, penalty or fee as a result of the Grantee's improper expenditure of Grant funds, the Grantee shall fully reimburse the IEDC for any incurred expense.

21. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Projects properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original Grant.

22. Travel.

No expenses for travel will be reimbursed.

23. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties.

The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the IEDC and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

24. Assignment.

The Grantee shall not assign this Grant Agreement without advanced written approval from the IEDC. Unauthorized assignment is a material breach of this Grant Agreement.

25. Subrecipient Agreements.

After approval of a Claim Form by the IEDC, the Grantee may enter into “**Subrecipient Agreements**” with Subrecipients for an approved Project. All regulatory provisions and clauses that are herein or incorporated herein and applicable to Subrecipients shall be included in such Subrecipient Agreements.

26. Non-Waiver and Severability.

Failure of either party to insist upon strict performance of any term or condition herein or to exercise any rights or remedies shall not be construed as a waiver of that party’s right to

assert any of the same or rely on any such term or condition at any time thereafter. Invalidation of any term in whole or in part shall not affect the validity of the other parts.

27. Non-Collusion, Acceptance.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member, or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5, all as amended from time to time.**

28. Indemnification.

Unless due to the negligence the IEDC, the Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Grantee or its subcontractor(s), and from all judgments recovered therefrom and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Grantee and/or subcontractor(s), agents, officers, or employees in connection with performance of this Grant Agreement. The IEDC shall not provide such indemnification to Grantee.

29. Public Relations and Marketing.

All external facing communications related to this Grant and the Plan, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC and Grantee written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to READI@iedc.in.gov.

30. Use of the IEDC Name.

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all

cases in which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

- 31. Obligations Limited to Grantee.** Notwithstanding anything herein to the contrary, any obligation, duties or compliance responsibility set forth under this Grant Agreement on Grantee shall rest fully and solely with said Grantee entity and not be an obligation, duty or compliance responsibility of the individual volunteer, commissioner, board member, member, officer, agent, or representative serving said Grantee entity, except for any intentional malicious actions by such individual.

Signatures on Following Page -- Remainder of Page Intentionally Left Blank

PROJECT ID: 426901

In Witness Whereof, the Grantee and IEDC have, through duly authorized representatives, entered into this Grant Agreement. The parties, having read and understand the foregoing terms of this Grant Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

OUR SOUTHERN INDIANA REGIONAL DEVELOPMENT AUTHORITY



Signature

Dana Huber – Chair, Our Southern Indiana Regional Development Authority

Printed Name and Position/Title

Date: August 12th, 2024

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Robert J. Paglia, Chief Operating Officer

(Digital Signature Stamp Below)



8.12.2024

STATE BUDGET AGENCY



on Behalf of

Joseph Habig, Acting Budget Director

Date: _____

Part II: READI 1.0 Evaluation

Provide an honest assessment of the region's participation in the first phase of the READI initiative:

In 2021, Our Southern Indiana Regional Development Authority (RDA) set forth a dynamic process to identify and prioritize projects for investment within its region. We issued a "Call for Projects" to assist with identifying the needs of the region. We received 54 applications totaling more than \$220 million. A scoring matrix was utilized to score the projects and ultimately identify 25 priority projects throughout the region. The communities within our region were well-informed by the RDA throughout this planning process. The RDA made intentional efforts to engage stakeholders effectively by conducting community meetings and utilizing social media and other local media resources to keep them abreast of the most up to date information pertaining to READI 1.0. The RDA met one-on-one with project leads to gain a base knowledge on each of the projects, which allowed us to be on a more personal level with project leads throughout this process. We also held monthly meetings within each of our five member counties during this time, which allowed for more accessibility. We also hosted the IEDC at one of our meetings to allow for a Q and A session with those in attendance. This allowed stakeholders within our region to have the opportunity to learn more about the expectations of the IEDC throughout the READI process. In our 2021 Regional Development Plan, we stated that we would turn an \$84 million READI investment into \$163 million public leveraged funds and \$852 million private leveraged funds. Our region applied for \$84 million in 2021 and received \$52.5 million. To date, our projects have brought in over \$127 million in local funding and \$2.4 billion in estimated private funding, with more to be expected. That is a return on investment of more than 48 to 1. Our numbers have changed based on initial private investment estimates, but our region was able to create a tremendous video to capture our success. Please see the attachment to click the link Our projects focused on Quality of Life, Quality of Opportunity, and Quality of Place. Our Southern Indiana RDA funding amounts to each of these focused areas were as follows: Quality of Place - \$21,650,000-Housing-Growth Infrastructure -Mixed-use DevelopmentsoQuality of Life - \$11,279,200-Tourism, Arts, Culture and Community Projects-Family Support Initiatives -Trails and ParksQuality of Opportunity - \$16,570,800-Infrastructure for Jobs-Talent Supply and Education-Innovation and Entrepreneurship To date, our region has spent more than \$20 million of the READI 1.0 funding. Within the next few months, we expect to have spent an additional \$7 million and by the end of 2024 we estimate that more than \$45 million will be spent. Just a handful of our projects have not requested their READI funding. But we expect to have all projects completed or drawing down funds by fall of 2024.

Identify lessons learned and any issues that, if addressed, would increase opportunities for successful implementation of the region's READI 2.0 application.

The Our Southern Indiana Regional Development Authority has had great success with implementing READI 1.0. However, the organization would be remiss if it failed to mention some lessons that have been learned throughout the process. One of our challenges was developing the project selection process and receiving IEDC approval for the funding amounts. The RDA had to truly invent the wheel. After much consideration, the Board identified its selection process and initiated the task. Once the RDA presented this to the IEDC, the Board was informed that they would need to come up with a different approach to determine the project funding amounts. Although the RDA understood and respected the reasoning for the instruction, it did take

time and explanation to regional partners as to why the RDA had to follow a different approach. This stalled the RDA in its ability to move forward at the time. We learned from this experience and have developed a new approach for identifying and prioritizing our READI 2.0 projects that includes the IEDC input. Another challenge the RDA experienced was with its housing projects, in particular. As we know, the private sector tends to conduct business on a much faster timeline than the public sector. Due to the nature of the READI 1.0 funds, it took time to secure those funds and allocate them to projects. More than a year passed between the time those housing projects were selected by RDA to be funded and when funds became available. Our call for projects was in the summer of 2021 and funds were made available in the fall of 2022. By that time, private developers had moved on to other projects. Essentially, time was money to them, and they could not afford to wait. It also bears mentioning that not all lessons learned are derived from negative events. Many lessons learned are from positive experiences. Feedback from RDA partners throughout the region commended the RDA on how user-friendly its "Call for Projects" application was for READI 1.0. This was important for the RDA to be inclusive of all communities within the region. Not all our communities have economic development professionals to assist them in a process like READI 1.0. We used a similar form in the READI 2.0 process and provided technical assistance to project leads. We encouraged communities within our region to keep moving forward with any projects they have in the pipeline, to be ready for READI 2.0. Some communities submitted projects for READI 1.0 that were not developed enough to become a prioritized project within the region. The RDA has continued to keep an open line of communication with communities to help them realize the importance of planning and continuing that effort. The RDA saw the impact of this encouragement by the number of projects that were submitted by rural communities in preparation for READI 2.0. For our READI 2.0 call for projects, we received 110 applications, 55 of those were from rural counties.

Describe the current capacity of the regional organization as well as strengths, weaknesses, and whether potential changes or support are needed to enhance the organization's long-term viability and sustainability.

The Our Southern Indiana Regional Development Authority has many strengths. It was established in 2017 to help lead economic growth for its five counties – Clark, Floyd, Jefferson, Scott, and Washington. The RDA team is diverse, engaged, and collaborative, and has strong and respected leadership. The board of directors is supported and appointed by the local officials from all five counties to represent and lead efforts to grow our region in public settings. As a public entity with appointed officials that can act on behalf of our region, the RDA has the ability to convene its regional members with purpose. The RDA has a proven track record of doing just this. Throughout the READI 1.0 process, the RDA worked tirelessly to help build partnerships within our region and encourage communities to work together for a common goal – to boost economic growth within our region. The RDA is efficient and accountable in administering the READI 1.0 funds and has the capacity to continue. The organization has no overhead expenses, which is to be commended. The board has secured professionals with vast experience in each of the fields necessary to achieve administration of the READI grant. The RDA contracts with River Hills, an Economic Development District and Regional Planning Commission, to administer and coordinate compliance with grant requirements. The Board hired a CPA, to assist with oversight of finances for the projects and lastly, they contracted with Frost Brown Todd Attorneys to handle legal matters associated with the RDA and READI 1.0. The community partnerships that the RDA has created as a direct result of hiring these professionals have been instrumental in the success of administering the READI 1.0 projects. As with any large projects, like READI 1.0, weaknesses are discovered along the way. The RDA quickly learned at the onset of the READI 1.0 opportunity that regular meetings, subject to open-door policies,

would be necessary. Being bound by the open-door policies has proven to delay certain decisions and actions for our READI projects. To help remedy some of these challenges, the RDA worked diligently with its attorneys and CPA to streamline as many processes as possible. The Our Southern Indiana Regional Development Authority is sustainable. We have the capacity to oversee and implement the READI program for our region. Through our partnerships and communications, we will be able to successfully implement another round of funding and will continue to be a positive influence in our region.

Part III: Review

Keeping in mind the analysis from the previous section, regions should provide the identified data points in this section and describe how these metrics have shifted over the years. The purpose of this section is to use the economic and demographic changes occurring in the region to allow regions to conduct projections of these metrics to determine how they will contribute to the overall success of the READI 2.0 program.

| Key performance indicators | Indiana | Region |
|--|--------------|--------------|
| Total population (U.S. Census Bureau) | 6,751,340 | 290,709 |
| Total employment (U.S. Census Bureau) | 3,020,345 | 100,490 |
| Per capita income (Bureau of Economic Analysis) | \$ 51,645.95 | \$ 51,547.00 |
| Total population with bachelor's degree or higher (U.S. Census Bureau) | 1,253,299 | 57,851 |
| Total housing units (U.S. Census Bureau) | 2,911,562 | 127,742 |
| Total rental housing units (U.S. Census Bureau) | 680,964 | 33,187 |
| Total owner-occupied units (U.S. Census Bureau) | 1,097,622 | 94,555 |
| Number of new business start-ups (Small Business Development Center) | 150,067 | 3,020 |

Please describe the current landscape of childcare within your region. Information could include current challenges to childcare, the number of facilities and/or seats and quality of childcare in your area. Visit the READI website for supplemental information that may be available.

Childcare within the region is grim. Although there have been some successful strides by local organizations and school districts to close the gap for the capacity of high-quality childcare, there is still much work to be done. Availability, affordability, accessibility, flexibility to meet parents' work schedules, and qualified workforce are all challenging barriers to achieving high quality childcare for children living within the RDA region. Our rural counties lag in capacity to serve families with high-quality childcare. Othe service capacity in those counties is as follows: Scott 37%, Washington 58%, Jefferson 34%. Our urban counties only have the capacity to serve 25% in a high-level quality facility. The region-wide data shows that only 53% of parents could be provided with childcare, and only 43% could be served at a high-level quality center. Our region currently lacks the capacity to serve the full number of children who may need care. This causes a direct decrease in the eligible work force across the region where parents are forced to remain home rather than working. We must make investments to increase access to quality childcare. Affordability must also be addressed across our region. Data has shown that minimum wage workers would have to spend between 43-56% of their income (age of the child varies) to cover their childcare cost, which often causes a parent to remain home from

employment. Again, this directly impacts our workforce, as well as increasing the percentage of educational success for many children within our region.

Please describe the current innovation ecosystem within your region. Think about current challenges or barriers to innovation activities, the number of new business start-ups and current resources to increase innovative activities in your area (patents, research and development funding, etc).

The innovation and entrepreneurial ecosystem within our 5-county RDA is growing. Since the pandemic, innovation and entrepreneur support organizations have worked diligently to develop and offer updated programming and resources to better support our innovators and entrepreneurs in a post-COVID world. Notable organizations that are leading the charge to better support our innovation ecosystem by working together to proactively identify and close gaps include, but are not limited to:-Indiana SBDC: No-cost resources for businesses.-WorkOne SE Indiana: Training and career services, and partners with businesses to address talent needs.-IUS School of Business: Educational programs that prepare students to contribute directly to the economic development of our region.-Purdue Research Park of SE Indiana: Business incubator offices which connect companies with Purdue resources.-Novaparke Innovation and Technology Campus: Offers entrepreneurs a unique setting designed specifically for innovative companies.-Maker13: A "maker space" that offers support through diverse programming. They engage youth for STEM education through their Maker Mobile initiative.-The Root: Co-working space, a podcasting/production studio, and weekly entrepreneurial programming.-Venture Out Business Center: Leased office space and a vast commercial kitchen.The challenges most often noted by the stakeholders in our innovation ecosystem are related primarily to talent attraction and availability of quality childcare. As our RDA continues along its growth trajectory, the challenges associated with talent attraction and childcare have become evident in attempts to foster more entrepreneurs and businesses. Our stakeholders and support organizations continue to work closely together to strategically address these challenges.

List your top 10 employers. List your civic institutions including higher education and philanthropic organizations. Please specify companies or organizations, not industries.

The top ten employers within Our Southern Indiana RDA region are as follows:-Baptist Health ·NYX New Albany ·Norton Healthcare-Indiana University Southeast-Samtec-Heartland, A global Payments Company-PharmaCord-Indiana Kentucky Electric-Austin Tri-Hawk Automotive-Kimball InternationalUniversities located within our region are as follows: Ivy Tech, Indiana University, Hanover College, and Purdue University. Furthermore, our region is fortunate to have another six regionally accredited universities located in Louisville, less than one mile away (University of Louisville, Bellarmine University, Sullivan University, Spalding University, Galen College of Nursing, and Jefferson Community and Technical College).Some civic organizations within our region are as follows: LifeSpring Health Systems, New Hope Services, Community Action of Southern Indiana, Ohio Valley Opportunities, Rauch, Inc., and LifeSpan Resources, Inc.Our Southern Indiana RDA has many non-profit foundations located within our region per capita. They are as follows: Caesars Foundation, Duke Energy Foundation, Ogle Foundation, SAMTEC Cares, Community Foundation of Southern Indiana, Scott County Community Foundation, Jefferson County Community Foundation, and the Washington County Community Foundation.

List the counties or areas that are considered rural and rural-mix. List the counties or areas that are considered disadvantaged communities. Visit the READI website for supplemental information that may be available.

The Our Southern Indiana region is only one of two across the state in which all of our counties are either areas of Chronic Economic Distress or contain Qualified Census Tracts. All five counties within the Our Southern Indiana region are considered disadvantaged communities. Clark and Floyd Counties contain Qualified Census Tracts and Jefferson, Scott and Washington Counties are counties with areas of Chronic Economic Distress. Three of the five counties within our RDA are considered rural or rural mixed. Scott and Washington Counties are rural, and Jefferson County is considered rural mixed. Scott, Washington, and Jefferson counties, respectively, are the least populated counties and the most rural in the region. Washington and Scott counties have some of the lowest annual average wages in the state, as well as per capita personal income. The percentage of children able to be served with childcare within these areas of Chronic Economic Stress is a serious concern. With the percentages of children who can be served falling well below fifty percent for each of these counties, we must work diligently to close the childcare gap within our region. Childcare capacity also plays a vital role in the availability of workforce and degree attainment. Without a strong network of high-quality childcare for ALL, our workforce and degree attainment numbers suffer, not only in our disadvantaged counties, but also in the others that have disadvantaged communities within.

Based on the datapoints above, describe how the region's metrics have shifted since 2021. What are your anticipated projections of change given your READI 1.0 projects?

In our 2021 Regional Development Plan that was submitted, our metrics included increasing population growth and density, increasing tax revenue, increasing economic output, increasing the number of direct and indirect jobs, increasing the number of businesses supported through public programs, increasing the average wages and decreasing the wage differential with central Louisville, increasing educational attainment, and increasing housing growth. Based on our initial call for projects for READI 2.0, many of our metrics will remain in place but be updated to reflect the most current data. Some of our previous metrics that we will continue to strive for are related to housing growth, population growth, employment opportunity growth, educational attainment, and increasing the per capita income level. New metrics consist of increasing childcare capacity and increasing the level of innovation activities. Throughout the implementation of READI 1.0 and the preparation of READI 2.0, we have realized the importance of including these new metrics and putting an emphasis on them in order to make impactful changes. Our anticipated projections of change based on our READI 1.0 projects were provided in our Regional Development Plan. We are projecting 13,100 new jobs, \$76 million in new tax revenue, 58,000 new residents, \$662 million in additional economic output, 2,200 new housing units, and \$1 billion in public private funds leveraged. To date, we have achieved our public and private leveraged amounts projections from READI 1.0. We continue to make significant strides towards our other goals as projects are completed and data is collected.

Identify a regional community outside of the state of Indiana that is similar to your region to use as a benchmark. Provide the selected metrics in the table below. When selecting a peer community, please consider the following key components for comparison (not all datapoints need to be an exact match): Population size (\pm 5000), Median income (\pm \$5000), Industries, Similar assets, General demographics, Geography

Peer Community: Northern Kentucky

| Key performance indicators | Region | Peer Community |
|---|--------------|----------------|
| Total population | 290,709 | 451,647 |
| Total employment | 100,490 | 178,352 |
| Per capita income | \$ 51,547.00 | \$ 35,056.00 |
| Total population with bachelor's degree or higher | 57,851 | 117,202 |
| Total housing units | 127,742 | 189,195 |
| Total rental housing units | 33,187 | 52,628 |
| Total owner-occupied housing units | 94,555 | 136,567 |

Based on the identified benchmark community, describe any specific best practices, defining strategies, or measurable goals the community is doing that inspires action for your region.

Northern Kentucky is directly across the Ohio River from Cincinnati, OH. While their population and regional data is higher than ours, we believe that we have more than KPIs in common. We have similar demographics, geographical size, topography, mix of rural to urban, a mix of disadvantaged communities, and more. Northern Kentucky has successfully activated their Riverfront. They have created a destination that rivals, if not surpasses, downtown Cincinnati. By putting significant funding into housing, hotels, and rare attractions, Northern Kentucky has been able to successfully capture a significant amount of Cincinnati tourists and future residents. If awarded READI 2.0 funding, our region will invest in projects that help activate our riverfront and catalyze destination growth that rivals downtown Louisville. Our region is working to increase the destination draw from across the river. We currently have many attractions that bring tourists to the region, but we need more and larger attractions. Through regional discussions and our initial call for projects, we are considering larger attractions such as a large convention center, large housing complexes, an aquarium, and an outdoor music venue all on the Ohio River. Another best practice is housing. Northern Kentucky has successfully utilized its redevelopment opportunities and their available land for future housing growth. This can be seen on their riverfront and in the hills of Newport, Covington, and Park Hills. They have developed a good mix of walkability and seclusion housing. Our region is primed to accomplish this as well. We have significant redevelopment opportunities on the river to create the mix use destination living. We also have the available land for individuals seeking a more private location. One important note regarding our benchmark community, the Cincinnati International Airport is in Northern Kentucky. Through many conversations and regional fieldtrips, it is apparent that having the major airport on their side of the river has been a large advantage for their region. We have four regional airports, but our largest and most active is the

Clark County regional airport. It is the fourth busiest airport in Indiana. The primary use of the airport today is private flights, not commercial. Louisville International Airport is home to the UPS Worldport. UPS air traffic accounts for 85% of all arrivals and departures. Clark County regional airport could capture some of the commercial air travel from the Louisville airport. Louisville is already limited to the number of commercial flights that it can schedule and the time constraints due to their agreement with UPS. They are also limited in potential geographic expansion. The Clark County airport has already begun conversations with commercial airlines to help plan for the future. We currently have potential projects at the Clark County airport that would help make this possible. While no region is perfect, we believe that Northern Kentucky is appealing as a destination and a great place to live. By mimicking their strategies and planning, we believe that we can accomplish some of our goals with READI funding.

Please describe the region’s current barriers to growth (e.g., housing challenges, childcare availability, or infrastructure). Think about housing, infrastructure, childcare, and/or other feasibility studies your region has recently completed or conversations and meetings with your regional stakeholders. Examples can be attached as part of the appendix.

Although our region prides itself on many strengths, we do have struggles and barriers that we must overcome. We are cognizant of the work that must be done to continue our momentum of economic growth. We are consistently working together to address community and regional issues. Our most prominent barriers include lack of housing, childcare access and capacity, available workforce, and infrastructure needs. Housing in the Our Southern Indiana RDA region is an area of improvement due to the apparent lack of affordable options. Counties across the region demonstrate relatively low vacancy rates with little change over a period of at least 5 years. Furthermore, our data indicates that more than 35% of all renters in our region are paying more than the recommend 30% of annual income for their rent. Without expanding our housing supply, we cannot support the people who want to work and live within our region. Access to quality childcare for birth to age five across income levels and the rural to urban landscape is essential for generating strong returns on investments. Several factors create poor access, but most importantly is the supply of services. The region-wide data shows that only 53% could be provided with childcare, and only 43% could be served at a high-level quality center. Simply put, our region currently lacks the capacity to serve the full number of children who may need care. This causes a direct decrease in the available workforce across the region where parents or guardians are forced to remain home rather than working. Infrastructure, whether it be water, sewer, trails or broadband, is also an area of opportunity for our region. Before houses can be built or industries can locate to an area, communities must have the infrastructure to support the needs associated with each. Our region has worked arduously to address sewer and water capacity concerns, especially when it comes to River Ridge Commerce Center. However, many communities continue to struggle with aging water and sewer lines, capacity issues and meeting current EPA and IDEM standards. Communities cannot support new housing, businesses, or residents without sufficient infrastructure and room to grow. Another opportunity for improvement that we’ve identified is our trail connections. We have made strides in planning efforts and are beginning to see existing trails expanded upon and new trails developed; however, we have more work to do. After COVID, the popularity of outdoor activities for families exploded. People who live here and visit want alternative infrastructure to explore and experience our region.

Given the regional data and needs assessment, highlight the region's three to five priority needs.

A comprehensive review of our data and information that was collected in our initial call for projects indicates that our region's greatest needs are housing, childcare, and growth infrastructure. From our call for projects that were submitted in fall of 2023, those three areas of potential investment totaled more than \$234 million in READI funding requests, clearly are our priority. Regarding housing, our population is growing, and we are not able to keep up the pace to supply adequate and affordable housing for expected growth. As previously mentioned, we received 21 housing development projects that would produce up to 3,700 new units. We also mentioned in our goals that we have another 4,437 units that are under construction or have been completed in the past year. Our region has caught the attention of regional and national developers because they see the future growth and the return on investment in our region. We need the READI 2.0 funds to help build the additional units that are in demand. In our most rural county, Washington, we received seven housing project applications totaling more than \$38M. Without investing READI funds into the rural housing projects, they will likely not be completed. Childcare is something that is needed everywhere, but our region is ready to help solve the problem. By developing more access and affordability, we can help accomplish goals set by the IEDC and ancillary goals that will have long term benefit on the region. Our region wants to increase the number of parents that have access to high quality childcare from 43% to 60% within the next five years. By accomplishing this we are creating a larger labor market as parents can choose work rather than staying home. This will positively impact early learning for the children enrolled in the programs during a critical time in their early childhood development. With that, we also will expect to see an increase in educational attainment at the bachelor's level or higher. To take that one step further, we also can assume that with that comes a higher level of innovation activity across the region in the future. Research clearly indicates a direct correlation between preschool and the economic development of a community (James Heckman – Economist and Nobel Laureate). While these future visions may sound good in theory, our region hopes that through strategic investments and regional collaboration with partners that these priorities can be impacted. Finally, growth infrastructure, while not the most appealing projects, are often the most necessary. Typically, this is due to the cost and the general sentiment that government should fund the infrastructure for growth. Projects must move forward to ensure future growth. Certainly, regions could decide to not fund these projects, but direct private investment and future growth would likely be absent if that were the case. Our region needs to invest in utility capacity and linear expansion. For us to develop the future housing and business parks, these projects must be a part of our READI 2.0 allocation.

Part IV: Regional Growth Strategies and Action Plan

Please list three to five goals to meet your region's priorities. Also, identify 3-5 strategies to help achieve each identified goal.

| Goals | Strategy |
|--|---|
| <p>Our region is currently experiencing an average annual population growth rate of 1.31%, with one of our counties seeing an annual growth rate of 3.4%. We will utilize READI funding for projects that will increase our total population growth by between 9-10% in the next five years.</p> | <p>We will accelerate population growth throughout our region by investing in projects that promote accessibility and desirability within our region by focusing on specific strategies:</p> <ul style="list-style-type: none"> • Increase housing stock. • Improve our quality of life by building new or improving existing trails, parks, and cultural experiences. • Build and repair infrastructure as it relates to new housing and commercial development. • Recruit companies of the future, creating quality jobs for people living within our region, especially within our rural communities. • Improve our gateways and downtown Main Streets within our rural communities. • Focus on large scale Blight Removal and Redevelopment <p>Housing unit growth is a critical factor in regional economic development, influencing the affordability and accessibility of places to live. Quality affordable housing is essential for attracting and retaining a skilled workforce. It ensures that employees can reside in proximity to their workplaces, reducing commuting times and enhancing overall quality of life.</p> <p>Housing unit growth is often coupled with infrastructure development and destination attractions. Construction of new residential spaces necessitates the improvement of transportation, utilities, arts and cultural offerings, as well as public services. Infrastructure developments not only support housing needs, but also contribute to the overall development of the region and quality of life.</p> <p>Eliminating or rehabilitating blighted properties and areas will contribute to the overall curb appeal of our communities. By improving our gateways and downtowns, we will create a place of destination and a place that will attract new residents.</p> <p>Focusing on these strategies will not only contribute to the growth of our region, but it will also position us to play a lead role in the statewide effort to</p> |

| | |
|---|--|
| | <p>increase the number of available housing units (rehabbed, rental, and sale), increase private investment, and increase the rate of population growth throughout the State of Indiana.</p> |
| <p>Regions able to proactively address the problems surrounding the affordability and accessibility of quality childcare will give themselves a major competitive advantage. By decreasing barriers to entry, we expect to make a positive impact by raising the percentage of high-quality childcare capacity throughout our region by more than 17%.</p> | <p>We will increase the capacity for childcare across the region, as well as increase the quality of care among our existing childcare providers, by focusing on specific strategies:</p> <ul style="list-style-type: none"> • Increase partnerships with local educational institutions that offer early childcare education programs to increase recruitment efforts into the field. • Increase partnerships with large employers throughout the region to gain interest in offering high quality childcare for their employees on site or nearby. • Increase the number of childcare facilities throughout the region. • Enhance existing childcare facilities to assist with offering higher quality care. • Increase educational and training spaces to educate and train existing and prospective childcare workers and providers. <p>Focusing on these strategies to improve accessibility to childcare, as well as a higher quality of care, will allow our region to close the childcare gap, especially in our rural areas. Accessible and high-quality childcare services enable parents to engage in the labor market, contributing to increased productivity. When employees have reliable childcare options, they are more likely to remain in the workforce and pursue career opportunities.</p> <p>We must have access to childcare and capacity for high quality childcare to keep those who are already living here, as well as to attract new people to our region. Quality early childhood education sets the foundation for future educational attainment, creating a skilled and adaptable workforce. Childcare capacity, therefore, plays a pivotal role in shaping the human capital landscape of a region.</p> |

| | |
|--|---|
| <p>Our region holds the tools to increase employment growth, educational attainment, per capita income, and innovation activities. READI funds will result in 25% of our population possessing a bachelor's degree, increase per capita income by \$26,000, increase our employment committed by 15,000, and spur more innovation activities within 10 years.</p> | <p>We will combine READI funding with available resources to produce positive impacts on employment growth, educational attainment, per capita income, and innovation activities. We will accomplish these impacts by focusing a portion of our READI allocation towards specific strategies:</p> <ul style="list-style-type: none"> • Continue to cultivate our strong partnerships with higher education institutions within our region, as well as those located across the river. Including Louisville, our region has 10 regionally accredited universities. • Invest in projects that help recruit and retain students to our regional universities. • Work with our economic development partners to promote the usage of local incentives on companies that increase the average wage. • Work directly with the state and local stakeholders to help identify future industrial sites and develop property that is currently available. • Incentivize our local Small Business Administration and ISBDC to provide resources to businesses that encourage innovation. <p>By increasing educational attainment throughout our region and increasing the number of students graduating with a bachelor's degree or higher, we will develop a more educated workforce within our region. Workforce improvements will decrease the skills gap and spur innovation. Businesses often relocate for the sole purpose of being near institutions of higher education. Every resident in our region is within a 27-minute drive of a regionally accredited university. By investing in our institutions of higher education, we know that businesses will see our region as attractive for our workforce in addition to other attributes.</p> <p>New businesses selecting our region for their future investments directly increase the workforce opportunities and opportunities for innovation. We will work to attract companies of the future. New tech companies and more opportunities will lead to more patent filings and business start-ups.</p> |
|--|---|

Section B: Funding Request: This section should be utilized to estimate and set target goals for READI 2.0. Regions should include funding from other programs that the region or organizations are seeking, such as EPA funding, College and Community Collaboration Grant, Next Level Trails, other federal funding, or any other philanthropic initiatives. READI 1.0 data from projects funded can be used as a baseline to estimate totals below. If projects have been identified for READI 2.0, those can also be utilized to fill in this section.

| | |
|---|---------------------|
| Overall planned investment required to implement the strategies successfully | \$ 4,000,000,000.00 |
| Requested READI 2.0 funds | \$ 75,000,000.00 |
| Anticipated matching funding sources | \$ 3,925,000,000.00 |
| Private funding | \$ 3,755,000,000.00 |
| Philanthropic | \$ 55,000,000.00 |
| Local Funding | \$ 80,000,000.00 |
| Other State funding | \$ 25,000,000.00 |
| Federal funding | \$ 10,000,000.00 |
| Percentage of anticipated READI funding towards rural and rural-mix communities | 50 |
| Percentage of anticipated READI funding towards disadvantaged communities | 50 |

For each goal/strategy, identify the action plan for proposed implementation. This includes description of specific opportunities/projects and/or examples of the types of investments the region is considering in achieving its goals. Include suggested milestones and timelines for each strategy. (300 words maximum per goal area)

Action plans

In our initial call for projects, we received 25 housing and mixed-use development projects that would positively impact the number of Housing Units Developed and Population Growth KPIs. Based on the information collected, our region has the capacity to increase the number of housing units developed by 3,642 within five years. Specifics regarding the type of housing and average cost estimates can be found in the executive summary.

It should also be noted that our region currently has more than 4,437 new housing units recently completed or currently under construction. These projects were supported by private investment, local funds, and other state incentives outside of the READI program. Private developers have shown interest in new housing developments in many parts of our region, and with READI 2.0 funding, we are confident that we can accelerate future development.

By increasing the number of housing units throughout our region, we will be able to increase our regional population by 9-10% within the next five years.

Our action plan will focus funding on developing the infrastructure for potential housing projects and building attractive quality of life projects that surround these future developments.

We will engage with developers and builders to keep them informed about our region to bolster their desire to invest in our communities.

We will invest in arts and cultural projects, such as theaters, parks, and public art.

We will continue to expand trail connectivity throughout the region, especially in areas where new and existing developments are close in proximity. Specifically, continue to support the South Monon Freedom Trail that stretches 63 miles long.

We will improve the curb appeal of our communities, especially in rural areas. We will focus funding on gateways and blighted properties through rehabilitation and property cleanup efforts to spur future development and improve overall attractiveness.

Only 53% of parents in our region have access to childcare, and only 43% of that number could be served at a high-level quality center. By taking the following actions, we will increase the percentage of childcare capacity at a high-level center to 60% within the next five years.

We will work directly with Indiana University, Ivy Tech, Hanover College, and our local vocational training facility, Prosser, to promote early childhood education disciplines and discover how future projects can increase the output of students being interested in the field. Currently, Ivy Tech and our local Chamber of Commerce, One Southern Indiana, are working with a consultant to source ideas to increase capacity and how to address the issue.

We will work with our large employers, community organizations, and commerce parks to break down the barriers that prevent offering childcare on-site or nearby. We will put funding towards the infrastructure that is needed. We currently have several large employers that offer on-site childcare at no charge to their employees and one of our major commerce parks has a facility that many of the businesses utilize; with READI funding, we believe we can replicate these projects and produce similar facilities.

We will utilize our current knowledge of the childcare landscape as presented in our Early Care and Education study (see attachment), to determine where our childcare deserts are located and make significant investments in those areas to increase accessibility. In many instances, providing resources to help with startup costs is the best way to increase capacity and produce sustainable facilities.

Lastly, we will work directly with our current childcare facilities that are not considered high quality, according to Indiana FSSA Paths to Quality, and provide resources for them to overcome barriers that prevent them from attaining high quality status.

In our initial call for projects, we received 39 project proposals addressing one or more of the KPIs associated with improving employment opportunities, educational attainment, and spurring innovation. By funding these projects, we will see increased economic opportunity for both current and future residents and companies alike.

When addressing employment opportunities, our region will invest in the necessary capacity building infrastructure to accelerate the growth we are seeing at our innovation and commerce parks. In READI 1.0, our region increased sewer capacity serving the River Ridge Commerce Center, one of our premier growth areas. Because of these investments, they were able to initially secure public and private commitments of nearly \$2.4 billion in private investment. The growth in employment opportunities tied to these investments is more than 1,800 new jobs.

We will continue to be strategic when companies and investors are looking to locate within our region. We can raise the per capita income by recruiting employers that offer high wages and benefits that incentivize professional development. We will promote quality jobs over quantity of jobs by incentivizing companies that pay above the county average.

We will invest funds into projects that will increase educational opportunities and professional development. We will work directly with our large employers to incentivize degree-seeking enrollment. We will fund capital projects at our universities that will lead to more enrollment in the programs that support our current and future workforce needs.

We will also be funding projects that generate innovation activity and align them with projects within our educational institutions. We will be funding projects that create incubator spaces, maker spaces, and co-working spaces at our business parks building on the work and partnerships already being performed by universities throughout the region.

A 4:1 match will be required for READI 2.0 investment. Based on this requirement, what is your expected commitment from public and private partners including anchor institutions? What are their expected roles in helping to implement the plan?

Our region will leverage funds by more than just matching dollars. We recognize that we need to achieve a larger impact from every public dollar through private investment, both direct and indirect. However, we also recognize that we can leverage funds by focusing on catalyst projects that will spur momentum for future phases and projects. The RDA is committed to leveraging READI funding with local and private funding, but also to clearing the path forward for future projects and investment. As illustrated during our IEDC READI 2.0 review, our local units of government, institutions of higher education, and private partners; our region is prepared to achieve the 4:1 match requirement. Our local units of government are already investing significant dollars in potential READI 2.0 projects to ensure their readiness. They are utilizing many of their local financing options to accomplish these projects (TIF, LIT, Bonds, Cash, etc.). We are confident that our region will produce an excess amount of local funding required in READI 2.0 as we did in READI 1.0. In READI 1.0, our public and philanthropic match was more than \$127M. As it relates to private funding, we will continue to invest READI funds in projects that leverage direct and indirect private investment. With our READI 1.0 investments, we are expecting more than \$2.4 billion in private investment. Due to our anchor institutions such as River Ridge Commerce Park and Novaparke, it is expected for us to continue this level of private investment into READI 2.0. Including all potential funding sources, we believe that we can utilize the READI 2.0 allocation to leverage almost \$4 billion. Please note that these estimates are supported by data driven estimates from our partners at River Ridge and Novaparke. Also, in our initial call for projects, we asked each project to provide a list of all funding sources that will be used to develop their project(s). This information was collected in September of 2023, which is likely more than one year before any READI 2.0 projects are approved to proceed. From our list of potential projects, 28 had already secured more than 70% of their match requirement. Our anchor institutions will help generate our private investment. Aside from the two already mentioned, our region has more potential commercial site locations for direct investments. Furthermore, we rely on our institutions of higher education, workforce development organizations, utility providers, local chamber of commerce, and many more when informing site selectors on potential projects. They will continue to provide key data and answer important questions about their capacity and services. Our anchor institutions will continue to play a crucial role when recruiting future private investment.

Describe the process the region will utilize for intake, prioritization, and evaluation of projects.

Our Southern Indiana RDA issued an initial "Call for Projects" in September 2023 to assist with the development of our READI 2.0 Investment Strategy and highly anticipated submission to IEDC in early 2024. We received 110 "Call for Projects" applications from public and private entities throughout our region. The total cost of all projects submitted was \$1.3 billion. The total READI 2.0 funding request was over \$419 million. These dollar amounts are reflective of our regional partners having the ambition to move the economic development needle upward by planning for the future. We did not score or prioritize the project applications that were received at that time. We simply collected all the project information and produced an aggregated data portfolio. You can see our call for project data by viewing the attachment. By doing this, we were able to engage with our community stakeholders and afford them the opportunity to share what their priorities are. It also allowed us to see what types of projects our stakeholders identified as the highest priorities throughout our region. This process has allowed us to prepare a much stronger and more current investment strategy. Between the time that our READI 2.0 application is submitted and the funding allocations are announced, we

will be spending time within each of our communities in preparation for identifying future projects. The entire RDA and regional team will be devoting an entire day in each of our five counties to hear from project leads, elected officials, and stakeholders. We hope to learn about their needs and priorities as they relate to READI 2.0. At this point we have identified the dates and are currently coordinating with the communities to initiate the planning. If the RDA is successful in receiving a READI 2.0 allocation, we will issue official "Request for Proposals" (RFPs). We expect the RFPs will be issued in May 2024. They would be due for submission to the RDA 60 days later. In alignment with the IEDC's investment strategies, the RDA will issue three (3) separate RFPs and initially allocate a percentage of funding toward each: Quality of Place (55%), Quality of Life (30%), and Quality of Opportunity (15%). These percentages are reflective of our call for projects and based on the needs submitted by our communities therein. These percentages are subject to change pending further guidance from the IEDC. The RFPs that we will issue have not been completed, but we feel confident in our ability to gather as much information as we need to capture each project's intent and viability. When evaluating submissions, the five RDA directors will review and score each. The RDA will utilize a scoring matrix to help determine our priority projects. We will provide the scoring matrix to applicants at the same time the RFPs are issued. The scoring matrix will be similar in format to the one we utilized for the READI 1.0 selection process but will be revised to closely align with the READI 2.0 investment strategy. A copy of our previous scoring matrix can be seen by viewing the attachment. Our scoring process is projected to take place in August 2024, and we plan to have our priority projects approved at our September RDA meeting. After the RDA has approved the projects, we hope to engage with the IEDC and EY teams to formally select the projects that will receive a portion of READI funding.

If applicable, explain how the proposed or potential investments described above leverage additional investments within immediate proximity of another investment. You may consider a plan to make additional investments within the surrounding area to enhance the viability and economic benefit (e.g., accelerating population growth) of the project's implementation.

The mission and goal of this region is to select projects for funding that leverage additional investments and address one or more KPIs. Projects that spur growth and future investment around their project are exactly what our region is looking for. Our vision is to create direct and indirect investment with each project. We envision our projects not only transforming the land that it sits on but also making a positive impact on the surrounding buildings and neighborhoods. By focusing on increased housing, trails for enhanced community living, and childcare to support early childhood development, we intend to develop communities with educational and economical viability.

Broad stakeholder input in the planning and execution of READI 2.0 projects will be critical for a successful regional development strategy. Describe how the region proactively engaged a diverse group of individuals, organizations, and interest groups during the planning process and how you solicited input when developing the plan. Describe any challenges and how the region came together.

Engaging all public and private entities within the region is a monumental task; however, the RDA makes an intentional and purposeful effort to engage with them. The RDA monthly meetings are well advertised, from posting a physical notice 48 hours prior to the meeting, to sending an email to the RDA email list, as well as announcing meetings via several social media platforms. Our region recognizes that we won't reach the "masses" only by holding public meetings and online sessions. We know our region has a powerful grassroots

network that is more effective than any media or meeting in spreading the word. The RDA has made it abundantly clear that we are willing to discuss projects with all stakeholders. Since September of 2022, our team has been meeting with community members and potential project leads about READI 2.0. We have held public information sessions and participated as the keynote speakers for several events. We have held ground breakings, check presentations, and ribbon cuttings to increase visibility and participation. This strategy worked; it is evident by the huge increase in project applications compared to READI 1.0. Engaging our partners and stakeholders is important in making the projects in our investment strategy a reality, but it is essential to ensure that the vision, goals, and ultimately the projects we are implementing align with the public's vision for our region. This is why we completed the "Call for Projects" application process prior to developing our investment strategy. Without knowing the projects that are at the forefront of our regional stakeholders' minds, it would be difficult to proceed with a well thought out strategy to move our region forward, economically. Once the Call for Projects had been submitted, the Our Southern Indiana RDA created a READI 2.0 Task Force. The Task Force included representatives from each county, each of whom obtains an overall understanding of economic development and is very familiar with current happenings within his/her county. The RDA was careful to select representatives who have no ties, financially or politically, to projects that were submitted as part of the Call for Projects process. The purpose of this group was to assist the RDA with the knowledge base pertaining to economic development needs within each of their respective counties and to help provide supplemental information pertaining to projects that were submitted. The Task Force did not score or select projects for funding. Our region learned from our mistakes in the Regional Cities Initiatives and READI 1.0 process. Coming from 2015 when we were unsuccessful in working together as a region, to obtain the maximum READI 1.0 grant amount was truly an accomplishment. We have grown stronger as a region and learned that working together we can spur growth in our economy and continue the momentum. We all benefit when collaboration is strong. We want people to live, work and play in Southern Indiana.

How do you plan to maintain stakeholder engagement?

The RDA holds in person meetings every month and the meetings are also available virtually. Since our READI 1.0 award, we have hired a marketing firm to strengthen our communication with stakeholders and the public. Extol has been instrumental in sharing the successes of the work our RDA is accomplishing, from producing informative and data rich videos to making regular posts on social media. We have met with the firm on a regular basis, and they have helped us have a more prominent presence on all social media platforms; therefore, making Our Southern Indiana RDA a known name throughout our region and the state. Having Extol on board has proven to be successful. There is no doubt that the increase in requests for funding between the two READI cycles was largely due to the fact that we have increased our stakeholder engagement and visibility. Our Southern Indiana RDA is now a known name throughout our region. The people throughout our region know why we are here and the good work we are doing to push our region forward.

How will the organization sustain itself?

Regionalism and regional transformation require the work and inspiration of individuals who can see the bigger picture and identify the needs of many, not just one community. Discussions about forming the Our Southern Indiana RDA were initiated in 2015 because our local and regional leaders recognized the importance of regional collaboration. Due to the hard work and persistence of these leaders, the RDA was officially

established in 2017. Our RDA was established with no funding available at that time. It was truly a region-wide collaboration in response to the growing importance of regional identity. We are stronger together as a region than when we are standing alone as individual communities. Although focusing on our communities and counties is crucial to economic development, when we work together as a region, we can truly move the needle on economic development and positively impact our communities. We are sustainable. The RDA has no operating budget and no cost outside of the administration for the READI program. Our organization contracts out the services needed to local non-profits and experts. With support from the region and having administrative support from our partners, River Hills, the RDA is sustainable for the foreseeable future.

If applicable, use this space to describe the plan to maintain, or activate the asset(s) the IEDC is investing in if more information is needed.

Our Southern Indiana RDA's assets and trends are central to our vision. Our tendency is to look forward with a positive outlook, but we are aware that our dreams must be rooted in reality. As our vision and goals were vetted and refined, we also considered those aspects that will move our region forward or hold us back. A critical part of planning for the future is identifying the region's existing assets and understanding what challenges the region is currently facing in the future. Our region's opportunities and challenges are influenced by our assets but also inform our vision. Without knowing which projects will receive funding at this point, it is difficult to answer this question specifically. However, it is important to note that we learned from READI 1.0 the importance of selecting viable and self-sustaining projects for funding. We will not select projects for funding unless they have clearly illustrated that their project will be completed based on the expected READI funding and that the project will be sustainable. Furthermore, as previously mentioned, projects will have an increased chance of receiving funding if they show the direct and indirect impact on the assets nearby that will be activated. We want to fund projects that make the largest impact on community growth and development.

Part V: Outcomes, KPIs and Metrics

Define the region's expected outcomes if the plan is successfully implemented. Consider the economic development potential of this plan and how this plan demonstrates both regional and local impact.

Aside from our goals and future projections that were provided previously and below, we want to accomplish several things with this round of READI funding. Our region wants to solidify itself as the next best investment in Indiana. We want the State of Indiana to recognize our potential opportunities as they relate to population growth, private investment, educational attainment, employment opportunities, and our quality of life. We want the state and companies of the future to choose us for future investments. We also want our region to become a best place to live for the current and future residents. We are investing unprecedented local, state, and federal funds into many projects that will transform our region for generations. We have identified what the next generation wants in a place to live, and we are investing in those projects. We are working on broadband expansion to provide our residents in the rural areas the work flexibility that has become so desirable. We also want to make significant strides in childcare. Our region identified childcare as an economic development necessity before it was a buzz word. Our community possesses the data and need for these investments. To attract the future and younger workforce, childcare must be accessible and affordable. The region has been planning for these projects for years, the READI program has only catalyzed our potential to accomplish these goals.

Please complete the table below with 5-year and 10-year projections with Indiana's economic development priorities.

| Key performance indicators | Current | 5-year projection | 10-year projection |
|--|--------------|-------------------|--------------------|
| Total Population | 290,709 | 305,244 | 319,780 |
| Total Employment | 114,489 | 121,989 | 129,489 |
| Per capita income | \$ 51,547.00 | \$ 64,547.00 | \$ 77,547.00 |
| Educational attainment | 57,851 | 65,264 | 72,677 |
| Total new housing units | 127,742 | 131,384 | 135,384 |
| New rental housing units | 33,187 | 35,257 | 37,363 |
| New owner-occupied housing units | 94,554 | 96,078 | 97,602 |
| Percentage of affordable housing units | 60 | 62.5 | 65 |

Please describe your 5-year and 10-year projections for childcare within your region. Factors you may want to consider: Increase the number of childcare facilities and/or the number of seats in specific counties or regional total with the overall goal of decreasing childcare deserts in the state, Increase quality of childcare.

In 2017, Indiana University Southeast conducted an Early Care and Education study and produced a report of findings. From that report it was evident that the childcare industry is not providing the supply to keep up with the demand. View the report attached. As our population continues to grow and our median age continues to decline as a region, we must consider childcare investments as one of our top priorities. In our initial call for projects for READI 2.0 funding, we received four potential projects that increase the capacity, quality, and access to childcare. If READI funding is received, our region will invest in our childcare projects. These capital investments will increase the number of new facilities and increase the capacity of existing facilities. We will increase the percentage of childcare capacity at a high-level center to 60% within the next five years and 70% within the next 10 years.

Please describe your 5-year and 10-year projections for innovation activities within your region. Factors you may want to consider: Increase specific number or percentage of new business start-ups within specific counties or increase regional total, Increase number of patent filings or SBIR/STTR activity, Increase in research and development spending of university or other partners

As our region continues to see growth in private investment and population, we are acutely aware of our need to invest in innovation activities. To remain desirable and be considered a destination, our region must continue to foster entrepreneurs and grow small businesses. Data currently indicates that our region sees an average increase of 16.26% new establishments annually. Our original regional plan called for investment to encourage startups and increase spending in research and development. Utilizing READI 1.0 funds, our region funded several projects to help this need. By following our goal three action plan previously laid out, we hope to increase the average number of new annual startups by 20% over the next 10 years. We hope to increase the number of patents across the region from an average of 4.5 per year to 7.

Include additional metrics that are specific to the region if applicable.

N/A

General Information

| | |
|---|---|
| Legal Name as registered with Indiana Secretary of State (Region Name) | Our Southern Indiana Regional Development Authority |
| Business Structure | Indiana RDA est.Pursuant to IC 36-7.6-2-3 |
| List counties within your region | Clark, Floyd, Scott, Washington, Jefferson |
| Website | https://oursoinrda.org |

Primary Contact Information

| | |
|-----------------------------------|--|
| Primary Contact Name | Cory Cochran |
| Title | Executive Director |
| Address of Company Contact | 300 Spring, Street Suite 2A |
| City | Jeffersonville |
| State | Indiana |
| Phone | 502-216-5445 |
| Email | ccochran@riverhills.cc |


Our Southern Indiana Regional Development Authority (426901) (READI 2.0) (Grant) expire 12.31.28


Final Audit Report


2024-08-13


| | |
|-----------------|--|
| Created: | 2024-08-12 |
| By: | Glenda Reitz 7EE (GReitz@iedc.IN.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA-TckQQAiOGn4zwSnuGR7gZEGGzaTTlJO |


"Our Southern Indiana Regional Development Authority (426901) (READI 2.0) (Grant) expire 12.31.28" History


 Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2024-08-12 - 7:16:31 PM GMT


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2024-08-12 - 7:16:38 PM GMT


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 Signer hebabkowski@iedc.in.gov entered name at signing as Heidi Babkowski
2024-08-12 - 8:12:40 PM GMT


 Document e-signed by Heidi Babkowski (hebabkowski@iedc.in.gov)
Signature Date: 2024-08-12 - 8:12:42 PM GMT - Time Source: server


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 Document e-signed by Joe Habig 4MM (JoHabig@sba.in.gov)
Signature Date: 2024-08-13 - 6:48:39 PM GMT - Time Source: server


 Agreement completed.
2024-08-13 - 6:48:39 PM GMT

Exhibit B

Project Description

Project Name: Georgetown Park Improvements

Project Description:

The READI Funds will be used to purchase/install an all-inclusive playground and splashpad at Georgetown Park. These Georgetown Park Improvement Project purpose is to transform the park into a gathering place. The Town is using \$1,000,000 of Town money to add/pave parking, add/upgrade utilities, add sidewalks, and add landscaping/signage. All of these upgrades are crucial as many of the current assets are 20+ years old. Matching Funds are: The Town (\$1,000,000), IHEDA (\$50,000), Corporate Donation from Duke (\$5,000) and Private Donations (\$48,939.10). The intended outcome is to create a welcoming gathering space that has a regional impact of 2,300 annual visitors from Town events, \$1,260,000 in visitor spending annually, 269 new homes developed, and an increase in direct/indirect jobs both in construction and other industries which are broken down in our Impact Report. The READI request phases are all at a construction ready stage and will need to follow the Town and IEDC's procurement processes. The Town plans to begin READI work on 1/1/2026 and have the project completed and ready for a ribbon cutting event by 07/01/2026.

Project Claim Form



Project Name: Georgetown Park Improvements

READI Funding Amount: 1,499,163.00

Project Location: Floyd

Project Lead: Chris Loop

Date of RDA Project Funding Approval: 12/06/2024

Date of Project Submission to the IEDC Grant Portal: 03/10/2025

Date of Formal Approval from the IEDC and Earnst&Young: 2/12/2026

Did the project lead provide all of the following documents for approval: YES NO

- Sources and Uses Form
- Evidence of all Funding Sources Secured (Bank notes, grant award documents, letters from other agencies, etc.)
- Project Timeline
- Estimated Cost of the Project
- Project description
-
-
-

Are these documents in the Grant Management Portal or in the possession of the RDA's Fiscal and Technical Administrator? Yes

Has the RDA passed a resolution to formally approve this project? Yes

If no, will the resolution be presented at the next RDA meeting? Select One

**READI - Our SoIN RDA
Project Change Form**



Exhibit D

| | | | |
|------------------------|------------------------------|------------------------|--|
| Project Name: | Georgetown Park Improvements | Date: | |
| Project #: | 00849 | Effective Date: | |
| Modification #: | | | |

| | | |
|--|--------------------------------------|-------------------------------------|
| Scope Change: Does the material change affect the project description in approved Claim Form? | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> |
| PROPOSED SCOPE CHANGE: | | |

| | | | |
|--|--------------------------------------|-------------------------------------|-------------------|
| Budget Change: Does the material change affect the project budget in approved Claim Form? | Yes: <input type="checkbox"/> | No: <input type="checkbox"/> | |
| Current Regional Cities Allocation: | | | |
| Proposed Change in Allocation: | | | |
| Budget: | Original | Proposed Change | Difference |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| Total | \$ | \$ | \$ |

| | |
|----------------------------------|---|
| Justification: | |
| Supporting Documentation: | List supporting documentation that is attached. |

Signature

Typed/printed name

Title

Date



INVOICE

**EXHIBIT E
CLAIM VOUCHER**

| |
|--|
| |
| |
| |
| |

DATE:

Entity Invoice #:
 IEDC Grant ID : **426901**
 Project #: 00849

Disbursement #:

Remit Via Grants Management Tool to:
 Indiana Economic Development Corporation
 One North Capital Ave Suite 700
 Indianapolis IN 46204

| IEDC US ONLY | |
|------------------|--|
| Purchase Order # | |
| Invoice # | |
| Voucher # | |

Note: All line items within this disbursement must fall within the same funding type and classification as selected below. Please only select prepayment if you have already obtained written approval from the IEDC.

- Funding Source:**
- READI 2.0
 - LEI - Arts & Culture
 - LEI - Blight & Remediation
 - Prepayment
 - Reimbursement

| DESCRIPTION | AMOUNT |
|------------------------|--------|
| | \$ |
| | \$ |
| | \$ |
| <u>Progress Report</u> | |

TOTAL \$

If you have any questions or comments, please feel free to reach out to Andrea Frazier, afrazier@riverhills.cc.

**SCHEDULE 1 to
SUBRECIPIENT AGREEMENT**

SUBRECIPIENT AGREEMENT REPORTING DOCUMENTATION

A. SUBRECIPIENT AND PROJECT INFORMATION

Subrecipient Name: Town of Georgetown

Subrecipient UEI Number: N/A
(If Any)

Subrecipient Address: 9111 SR 64, P.O. Box 127
Georgetown, Indiana 47122

Subaward Date: 2/12/26

Subaward Amount: 1,499,163.00

Amount Spent to Date: \$0
(All funds must be obligated by June 30, 2026, and expended by December 31, 2028, or returned to Recipient).

Project Name: Georgetown Park Improvements

Project Location: 9100 Lois Lane
Georgetown, Indiana 47122

Project Expenditure Category: Trails & Parks
(See Appendix A)

Project Start Date: 6/1/26
(MM/DD/YYYY)

Anticipated Completion Date: 12/31/26
(MM/DD/YYYY)

Exhibit F
READI Monthly Project Report



| | |
|---|---|
| REPORT DATE: | |
| PROJECT NAME: | Georgetown Park Improvements |
| SUB-RECIPIENT NAME: | Town of Georgetown |
| STATUS OF PROJECT <i>Pick one</i> | Green - Progressing as Timeline Indicated Yellow - Working Through Speed Bumps Red - No Project Movement  |
| AMOUNT OF READI FUNDS SPENT: | insert total \$ requested to date |
| AMOUNT OF PUBLIC FUNDS INVESTED: | insert total \$ amount to date |
| ESTIMATED OF PRIVATE FUNDS INVESTED: | insert total \$ amount to date |

- **PRIVATE INVESTMENT - SUPPLEMENTAL INFORMATION**
 - Please provide the name of the project/private development that would not have been completed but for the READI funding.
 - Please attach a signed letter from the private developer, project lead, or public official on letterhead stating the estimated private cost and a statement that the private development would not be possible without the READI investment.

- **LIST THE MAJOR ACCOMPLISHMENTS OR ACTIVITIES FOR THE PRECEDING REPORTING PERIOD**

- **IDENTIFY THE OBJECTIVES FOR THE NEXT REPORTING PERIOD**

- **IDENTIFY ISSUES OR CHALLENGES TO THE PROJECT’S SUCCESS**

Exhibit G | Disbursement Request Information

Contact Name Reny Keener

Email reny.keener@georgetown.in.gov

Project Name Georgetown Park Improvements

Date of Request

Total Requested

Period of Performance Start Date

Period of Performance End Date

Contract Date

Total Contract Amount

| Vendor | TIN | Number |
|--------|-----|--------|
|--------|-----|--------|

- Funding Source:**
- READI 2.0
 - LEI - Arts & Culture
 - LEI - Blight & Remediation

NOTICE: The Our Southern Indiana Regional Development Authority (the "RDA") is a "public agency" as defined by IC 5-14-3-2(q). Upon submission of this document to the RDA it will be deemed a "public record" as defined by IC 5-14-3-2(r) that will be subject to the right of the public to inspect and copy under the Indiana Access to Public Records Act (see, IC 5-14-3-3). The RDA is prohibited from denying or interfering with the exercise of the public's right of inspection under IC 5-14-3-3(b).

Signature: _____ **Print:** _____





If you have any questions or comments, please feel free to reach out to Andrea Frazier, afrazier@riverhills.cc.

Exhibit H

Residential Housing Commitment Letter (applicable only to residential projects)

| | |
|-------------------------|--|
| Title | READI 2 Contract |
| File name | READI_2.0_Subreci...Rev_3.16.2026.pdf |
| Document ID | 2606eb30ed33bd8c0bf7b8cabb78f94e51e32541 |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History

| | | |
|--|---------------------------------------|---|
|  SENT | 03 / 16 / 2026 23:10:16 UTC | Sent for signature to Chris Loop (chris.loop@georgetown.in.gov) from kfox@thefoxlawoffices.com IP: 74.137.48.121 |
|  VIEWED | 03 / 17 / 2026 11:41:49 UTC | Viewed by Chris Loop (chris.loop@georgetown.in.gov) IP: 136.227.252.239 |
|  SIGNED | 03 / 17 / 2026 11:42:22 UTC | Signed by Chris Loop (chris.loop@georgetown.in.gov) IP: 136.227.252.239 |
|  COMPLETED | 03 / 17 / 2026 11:42:22 UTC | The document has been completed. |