



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Redevelopment Commission Meeting

DATE: 10/9/2023, at 4:00 PM

DIRECTIONS: Fishers Pavilion Conference Room, 10 Municipal Drive, Fishers, IN 46038

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should [email Kelly Lewark](#), Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

Executive Session:

To conduct interviews and negotiations with industrial and commercial prospects or agents for industrial or commercial prospects under Indiana Code § 5-14-1.5-6.1(b)(4)

1. Executive Session

- a. To conduct interviews and negotiations with industrial or commercial prospects or agents of industrial or commercial prospects under Indiana Code § 5-14-1.5-6.1(b)(4)

2. Call to Order

3. Confirmation of Quorum and Proper Notice of Meeting

4. Approval of Previous Minutes

- a. 9-5-23

5. Approval of Claims

- a. 10-9-23

6. Public Hearings

- a. FRC 01R100923 Public Hearing for amendment to creation of District South Allocation area
- b. FRC 02R100923 First Amendment to the Andretti Project Agreement
- c. FRC 03R100923 Jet Access EDA
- d. FRC 04R100923 MJC Amendment

7. Old Business

8. New Business

9. Meeting Adjournment

CITY OF FISHERS REDEVELOPMENT COMMISSION (FRC) MEETING MINUTES
September 5, 2023

EXECUTIVE SESSION – Executive Session was not held.

REGULAR MEETING:

Mr. Grothe called the Regular meeting to order at 4:02 p.m. A quorum and proper notice of the meeting were confirmed.

FRC members present: Damon Grothe, Brad Johnson, Dan Canan, Tony Bonacuse, Anderson Schoenrock, Ben Orr.
Others present: Megan Baumgartner, Elliott Hultgren, Lawrence Summers, Lisa Bradford, Jennifer Messer, Jordan Willy, Kay Prange, David Giffel, Dustin Meeks, Larry Lannan.

Meeting Minutes: Mr. Canan made a motion to approve the minutes from the July 13, 2023, meeting, seconded by Mr. Bonacuse. Motion approved, 5-0.

Approval of Claims: Mr. Grothe made a motion to approve the September 5, 2023 claims, seconded by Mr. Schoenrock. Motion approved, 5-0.

Mr. Grothe opened the Public Hearing.

FRC 01R090523- Confirmatory Resolution for the Professional Sports and Convention Development Area –

Megan Baumgartner presented the PSDA and recapped the actions from the previous THBC meeting. This Confirmatory Resolution is the next step in the process. This area will be similar to a TIF area and is only possible if the municipality has a sports team.

Councilor David Giffel spoke in support of this process.

Mr. Grothe asked for a Motion. Mr. Schoenrock made a Motion to approve, seconded by Mr. Bonacuse. The Motion was approved, 5-0.

FRC 02R090523- Declaratory Resolution for the District South Allocation Area

Dustin Meeks of Barnes & Thornburg presented the Declaratory resolution for District South as a step in the process of a Bond issue. The next step is Plan Commission approval of the RDC Resolution on 8/6/23. The parcels are coming out of the Downtown area and setting up the District South Area.

Mr. Grothe asked for a Motion. Mr. Canan made a Motion, seconded by Mr. Johnson. The Motion was approved, 5-0.

RDC Annual Report 12.31.22-

Lawrence Summers asked if there were any questions regarding the Annual Report.

Mr. Grothe asked for a Motion. Mr. Bonacuse made a Motion to approve, seconded by Mr. Grothe. The Motion was approved, 5-0.

FRC 03R090523- Miebach EDA

Megan Baumgartner presented the EDA for Miebach. The lease is at The Link, which is the former Navient building. A Training grant is included for new Fishers employees.

Mr. Grothe made a Motion to approve, seconded by Mr. Bonacuse. The Motion was approved, 5-0.

Old Business / New Business: Ben Orr updated the members on the new Fishers Elementary school.

The meeting adjourned at 4:26 p.m.

**Fishers Redevelopment Commission
Claim Docket 10/9/23**

Voucher #/ (APV#)	Inv. Date	Vendor	Description		Amount

Total \$0.00

10/9/2023

President, Redevelopment Commission Date

10/9/2023

Secretary, Redevelopment Commission Date

10/9/2023

Lisa Bradford, City Controller Date

**Fishers Redevelopment Commission
Consent Agenda 10/9/23**

Regions Bank	2018C North of Norht Annual Fees	\$	2,500.00
Regions Bank	2014 Urban Development Annual Fee	\$	1,500.00
Regions Bank	2016 Custodian Fees	\$	1,500.00
Regions Bank	2016A Annual Fees	\$	2,500.00
Regions Bank	2016 COIT Annual Fees	\$	750.00
Switch Offices LLC	September 2023 Vacant Rent	\$	911.48
Switch Offices LLC	September 2023 Mojo Up Subsidy	\$	293.75
Hageman Investments	Rebar 10/23 Rent	\$	10,500.00
CVK LLC	Meyer Najem 10/23 Rent	\$	35,675.81
Onpoint Hub & Spoke	Hub & Spoke 10/23 Rent	\$	38,172.03
List Biotheraputics	Pond Work	\$	121,581.41
Watermark at Fishers USA Pkwy	Watermark Grant	\$	117,291.00
UrbanEco Properties	IoT 10/23 Rent	\$	14,634.86

\$ 347,810.34

RESOLUTION NO. FRC 01R100923

RESOLUTION OF CITY OF FISHERS REDEVELOPMENT COMMISSION CONFIRMING AN AMENDMENT TO THE DECLARATORY RESOLUTION FOR THE CONSOLIDATED FISHERS/I-69 ECONOMIC DEVELOPMENT AREA, THE AMENDMENT OF AN EXISTING ALLOCATION AREA THE CREATION OF A NEW ALLOCATION AREA AND THE APPROVAL OF A PLAN AMENDMENT FOR SAID ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Fishers Redevelopment Commission (the “Commission”), governing body of the City of Fishers Department of Redevelopment, previously adopted and amended resolutions (collectively, the “Declaratory Resolution”) establishing and expanding an economic development area known as the “Consolidated Fishers/I-69 Economic Development Area” (the “Area”), designating certain portions of the Area as “allocation areas” for purposes of Section 39 of the Act (collectively, the “Allocation Areas”), which Allocation Areas include, among others, the allocation area designated as the Downtown Allocation Area, and approving an economic development plan for the Area (as subsequently amended, the “Plan”), pursuant to Indiana Code 36-7-14, as amended (the “Act”); and

WHEREAS, on September 5, 2023, the Commission approved and adopted Resolution No. FRC 02R090523 (the "Resolution"), which (i) removed the area described on Exhibit A to the Resolution from the Downtown Allocation Area, (ii) designated the area described on Exhibit B to the Resolution as a separate allocation area pursuant to Section 39 of the Act to be known as the District South Allocation Area (the “District South Allocation Area”), and (iii) amended the Plan as described in Exhibit C to the Resolution (the “Plan Amendment”) (collectively, the “Amendments”); and

WHEREAS, On September 6, 2023 the Fishers Plan Commission approved and adopted a resolution (the "Approving Order") approving the Resolution and the Amendments and determining that the Resolution and the Amendments conform to the plan of development for the City of Fishers, Indiana (the “City”), and submitted the Approving Order to the Common Council of the City (the “Council”); and

WHEREAS, pursuant to Sections 16 and 41 of the Act, the Council on September 18, 2023, adopted a resolution (the “Council Resolution”) which approved the Declaratory Resolution, the Amendments, and the Approving Order; and

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

WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Declaratory Resolution, filed a copy of said Notice in the offices of all departments, bodies or officers of the City having to do with City planning, variances from zoning ordinances, land use or the issuance of building permits; and

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

WHEREAS, at the hearing (the “Public Hearing”) held by the Commission on October 9, 2023, the Commission heard all persons interested in the proceedings and considered any written remonstrances that were filed and all evidence presented; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects in the Amendments and confirming the Declaratory Resolution, in accordance with Section 17 of the Act;

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission, as follows:

1. After considering the evidence presented at the Public Hearing, the Commission hereby confirms the findings and determinations, designations and approving and adopting actions contained in the Resolution.

2. After considering the evidence presented at the Public Hearing, the Commission hereby finds and determines that it will be of public utility and benefit to proceed with the proposed projects set forth in the Amendments, and the Amendments are hereby approved in all respects.

3. The Resolution, is hereby confirmed.

4. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects and confirming the Resolution and approving the Amendments, including the designation of the District South Allocation Area, the amendment of any other affected allocation area, and the amendment of the Economic Development Area.

5. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Sections 17(d) of the Act.

Adopted the 9th day of October, 2023.

CITY OF FISHERS REDEVELOPMENT
COMMISSION

President

Vice President

Secretary

Member

Member

FIRST AMENDMENT TO PROJECT AGREEMENT

THIS FIRST AMENDMENT TO PROJECT AGREEMENT is executed this ____ day of _____, 2023 (“First Amendment”), by and among Andretti Autosport Holding Company, LLC, an Indiana limited liability Andretti (“Andretti”), City of Fishers, Indiana (“City”), Fishers Town Hall Building Corporation (“Building Corp.”), City of Fishers Redevelopment Commission (“RDC”), and City of Fishers Economic Development Commission (“EDC”) on the following terms and conditions:

RECITALS

WHEREAS, Andretti and the City Bodies are parties to that certain November 14, 2022 Project Agreement that provides for Andretti’s development and construction of its corporate headquarters and related commercial development to accommodate Andretti’s racing operation and engineering team, together with development and construction of the Andretti Racing Museum (the “Agreement”);

WHEREAS, the Project is projected to culminate in approximately five hundred (500) jobs in the City, five hundred seventy-five thousand square feet (575,000 sq. ft.) of commercial development and private investment of approximately \$180 Million Dollars, inclusive of the Bond Proceeds;

WHEREAS, pursuant to the Agreement, the City will issue certain economic development revenue bonds under Ind. Code § 36-7-12 *et. seq.* in a maximum par amount that Andretti and City Bodies jointly determine will ensure that one hundred percent (100%) of all tax increment revenue generated by the Project is utilized to pay debt service on the Bonds;

WHEREAS, the Bonds shall be payable solely from the Pledged Increment, and City Bodies shall not be obligated to provide any other source of payment or security for the Bonds (“Developer Backed Bonds”);

WHEREAS, the Agreement defines the interest rate for the Developer Backed Bonds as an amount not to exceed eight percent (8%);

WHEREAS, since the Agreement was approved by the City, the Federal Reserve has increased interest rates a total of 200 basis point (bps) or two percent (2%);

WHEREAS, Andretti has requested and the City desires to amend the Agreement to allow an interest rate on the Developer Backed Bonds equal to or less than nine percent (9%);

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Andretti, or the incentives provided by the City;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Andretti and City Bodies agree as follows:

1. Section 12(d) of the Agreement shall be replaced in full as follows:

“(d) Interest During Construction. At the option and discretion of Andretti, the Bonds may bear interest (i) at zero percent from their date of issuance until Substantial Completion (and, thereafter, at the Bond Interest Rate (as hereinafter defined), or (ii) at the Bond Interest Rate from their date of issuance throughout the Bond Term. After the Project has been assessed and is generating increment, the Bonds will (i) bear interest at the Bond Interest Rate and (ii) be in accordance with the City authorizations relating to the Bonds. For purposes of this Agreement, the “Bond Interest Rate” shall mean a rate equal to or less than nine percent (9%) (except for the potential of a zero percent (0%) rate until Substantial Completion), as determined jointly by the Parties, each in the exercise of its reasonable discretion.”

2. The following defined terms as set forth in Section 1 of the Agreement shall be replaced in full as follows:

“**Closing** shall mean, to the extent such has not previously occurred, (a) Purchaser's acquisition of the Project Site; (b) recordation of the Plat; (c) execution of all Ancillary Agreements; (d) the City's issuance of the Bonds and the purchase of the Bonds by Andretti or any third party qualified to purchase the Bonds; and (e) Project Lender issuing the Project Loan to Andretti or a development partner of Andretti (and Andretti or its development partner, as applicable, authorized to draw upon such Project Loan subject to the satisfaction of customary draw conditions), or, in the alternative, Andretti shall have provided evidence reasonably satisfactory to the City that funds have been committed by Andretti or its development partners in an amount that along with the Bond Proceeds are sufficient to fully fund the Project costs.

“**Outside Closing Date** shall mean February 15, 2024, or such other date as the City and Andretti shall mutually agree.”

3. The Agreement, as amended by this First Amendment, constitutes the entire agreement and understanding of Andretti and City Bodies with respect to the Projects and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, relating thereto. This First Amendment may be executed in separate counterparts, and it shall be fully executed when each party whose signature is required has signed at least one (1) counterpart even though no one (1) counterpart contains the signatures of all of the parties to this Amendment. Electronic signatures shall have the same force and effect as original signatures. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS HEREOF, the Parties have executed this First Amendment on the day and year first written above.

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

**CITY OF FISHERS ECONOMIC
DEVELOPMENT COMMISSION**

By: _____

Its: _____

**CITY OF FISHERS
REDEVELOPMENT COMMISSION**

By: _____
Damon Grothe, President

ATTEST:

By: _____
Anderson Schoenrock, Secretary

**ANDRETTI AUTOSPORT HOLDING
COMPANY, LLC**

By: _____

Its: _____

RESOLUTION NO. FRC 02R100923

**RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT
(ANDRETTI)**

WHEREAS, Andretti Autosport Holding Company, LLC (“Andretti”) is a sister company of Andretti Autosport, a series of companies led by Michael Andretti, the winningest driver in CART history with forty-two (42) victories and the second most IndyCar laps led (immediately behind his father, Mario Andretti);

WHEREAS, on November 14, 2022, the City of Fishers, Hamilton County, Indiana (“City”), Fishers Economic Development Commission, Fishers Redevelopment Commission (the “Commission”), Fishers Town Hall Building Corporation and Andretti entered into a Project Agreement pursuant to which Andretti agreed to invest approximately \$180 Million Dollar developing and constructing its corporate headquarters and related commercial development to accommodate Andretti’s racing operation and engineering team, together with development and construction of the Andretti Racing Museum, and the City agreed to issue developer-backed bonds together with other incentives (the “Agreement”);

WHEREAS, the Commission and Andretti now desire to amend the Agreement to increase the allowable interest rate on the Bonds, extend the Closing Date and specifically state that a qualified third-party may purchase the Bonds all pursuant to the First Amendment To Project Agreement attached hereto and incorporated herein as **Exhibit A** (the “First Amendment”);

WHEREAS, the changes to the Agreement do not increase the Commission’s obligations related to the bonds or otherwise, and Pledged Increment remains the sole security for the debt; and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission meeting in regular session as follows:

Section 1. The Commission hereby approves a first amendment substantially similar to the First Amendment.

Section 2. The President and Secretary of the Commission are hereby authorized to execute a first amendment substantially similar to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

The City of Fishers Redevelopment Commission, City of Fishers, Hamilton County, Indiana this ____ day of October, 2023.

**REDEVELOPMENT COMMISSION OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana,
Three Municipal Drive, Fishers, Indiana, 46038.

ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF FISHERS REDEVELOPMENT COMMISSION AND JET ACCESS

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of October, 2023 (the "Effective Date"), by and among the City of Fishers Redevelopment Commission, a commission authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* (the "Commission") and Jet Access Team Solutions, LLC, an Indiana limited liability company duly registered with the Indiana Secretary of State's Office ("Jet Access" and together with the Commission, the "Parties"), as follows:

WHEREAS, Jet Access is a vertically integrated, full-service aviation management company that makes private jet travel safe, cost-effective and comfortable;

WHEREAS, Jet Access has advised the Commission that it desires to relocate its headquarters to the City of Fishers, Indiana (the "City"), relocate sixty-three (63) employees to the City who are paid an average hourly wage of Fifty-Eight and 71/100 Dollars (\$58.71) and employ twenty (20) new employees in the City who are paid an average hourly wage of Thirty-Four and 68/100 Dollars (\$34.68), if the Commission will provide the incentive described herein; and

WHEREAS, the Commission has determined that it is in the best interest of the City to induce Jet Access to locate to the Site (as defined in Section 3) and fulfill the Jet Access Obligations (as defined in Section 3).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **RECITALS.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. **MUTUAL ASSISTANCE.** The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent of this Agreement.
3. **JET ACCESS' OBLIGATIONS.** In consideration and as a material inducement for the Commission providing the incentives included in Section 4, Jet Access shall perform or cause to be performed the following:
 - a. By or before December 31, 2023 , (i) relocate to the City (lease and/or purchase commercial office space) (the "Site") and relocate not less than sixty-three (63) employees to the Site (the "Relocation Commitment") who are paid an average hourly wage of Fifty-Eight and 71/100 Dollars (\$58.71);

b. by or before June 30, 2025, hire at least twenty (20) new employees at the Site and compensate such new employees at an average hourly wage of Thirty-Four and 68/100 Dollars (\$34.68) (together, (a) and (b), the “Employment Commitment”);

c. Utilize the Training Funds (as defined in Section 4) as specifically required herein; and

d. Strictly comply with all terms and provisions of this Agreement (collectively, Sections 3(a) – (d), the “Jet Access Obligations”).

4. THE COMMISSION’S OBLIGATIONS. In consideration and as a material inducement for Jet Access satisfying in full the Jet Access Obligations, pursuant to and consistent with Ind. Code §36-7-25-7, for a time period beginning on the Effective Date and ending on October 10, 2025 (the “Term”), the Commission shall provide Jet Access training funds for educational programs, work training programs, and/or worker retraining programs (the “Training Funds”) that are designed to prepare individuals to participate in a competitive and global economy, including, but not limited to classes, seminars, certifications and conferences (individually or collectively, “Training Programs”); provided, however, the Training Funds shall not be used, or serve as a match, for Occupational Safety and Health Administration (OSHA) or federally mandated safety training, human resources or on-boarding training.

Training Funds shall be (a) exclusively available in an aggregate amount not greater than Seventy Thousand and no/100 Dollars (\$70,000.00) (approximately Three Thousand Five Hundred and no/100 Dollars (\$3,500.00)), per each new, full-time employee (each a “New FTE”); (b) a fifty percent (50%) match to those funds expended by Jet Access for Training Programs for each New FTE (the “Company Match”), and (c) reimbursed to Jet Access by the Commission within thirty (30) days of receiving a Work Training Disbursement Request in the form attached hereto as Exhibit A, which Work Training Disbursement Request and certification for payment shall: (i) be prepared by Jet Access; and (ii) be accompanied by: (1) a description of the Training Program for which Jet Access seeks reimbursement or payment; (2) a summary of the expenses, included in such Work Training Disbursement Request; and (3) include information reasonably necessary to establish the accuracy of the information set forth in the Work Training Disbursement Request. Jet Access shall not submit more than one (1) Work Training Disbursement Request in any three (3) month period.

The Commission shall not be obligated to make any payment pursuant to a Work Training Disbursement Request (w) in excess of Three Thousand Five Hundred and no/100 Dollars (\$3,500.00) per New FTE, (x) in excess of a cumulative, total amount of Seventy Thousand and no/100 Dollars (\$70,000.00); (y) after expiration of the Term; or (z) for or as a match for Occupational Safety and Health Administration (OSHA) or federally mandated safety training, human resources or on-boarding training. Moreover, any Work Training Disbursement Request shall demonstrate expenditures in an amount twice the amount for which Jet Access seeks reimbursement. For example, and without limitation, if Jet Access seeks Ten Thousand and no/100 Dollars (\$10,000.00) in reimbursement, Jet Access shall submit a Work Training Disbursement Request that demonstrates that Jet Access spent Twenty Thousand and no/100

Dollars (\$20,000.00) for Training Programs for at least three (3) new FTEs. The Commission acknowledges that any money received by the Company from the Indiana Economic Development Corporation for worker training counts toward the Company Match.

5. COMPLIANCE REQUIREMENTS & REIMBURSEMENT.

a. **Compliance Information.** During the Term, the Commission may request information from Jet Access concerning its satisfaction of the Employment Commitment (individually or collectively, "Compliance Information"), and Jet Access shall provide such Compliance Information within twenty (20) business days of such request.

b. **Incentive Termination.** If, during the Term, the Commission reasonably determines that Jet Access cannot satisfy the Jet Access Obligations, the Commission may terminate Jet Access's right to receive additional Training Funds.

6. AUTHORITY.

a. **Commission.** The Commission represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver this Agreement upon proper approval of the Commission. The performance by the Commission of its obligations under this Agreement shall be subject to completion of such procedures as are required by law.

b. **Jet Access.** Jet Access represents and warrants to the Commission that Jet Access: (i) is duly registered with the Indiana Secretary of State's Office; (ii) shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) has the authority: (1) to enter into this Agreement; and (2) to perform its respective obligations hereunder, (iv) has been authorized by proper action: (1) to execute and deliver this Agreement; and (2) to perform its obligations hereunder; and (v) this Agreement is the legal, valid, and binding obligation of Jet Access. Further, Jet Access affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identification, sexual orientation, or national origin. If Jet Access has employees, Jet Access agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and, if Jet Access has employees, Jet Access will state, in all solicitations or advertisements for employees placed by or on behalf of Jet Access, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual identification, sexual orientation, or national origin.

c. **E-Verify.** All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Jet Access covenants to enroll in and verify the work eligibility status of its employees using the E-Verify program, if it has not already done so as of the Effective Date. If Jet Access has employees, within thirty (30) days of the Effective Date, Jet Access shall execute an affidavit affirming that: (i) it is enrolled and is participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Jet Access shall provide the Commission with

documentation that it has enrolled and is participating in the E-Verify program if it has employees. This Agreement shall not take effect until said affidavit is signed by Jet Access and delivered to the Commission's authorized representative if Jet Access has employees.

7. INDEMNITY. Jet Access covenants and agrees at its sole expense to pay and to indemnify and save harmless the Commission and its officers and agents (collectively, the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from (a) Jet Access's (and/or any affiliate's thereof) use of the Site; or (b) this Agreement unless such claims, damages, demands, expenses or liabilities arise by reason of a willful act, negligence or omission of the Commission. Jet Access's obligation to indemnify the Commission pursuant this Section 7 shall survive termination of this Agreement.

8. ASSIGNMENT. The rights and obligations contained in this Agreement may not be assigned by Jet Access without the express prior written consent of the Commission, which consent shall not be unreasonably withheld.

9. NOTICE. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Commission at 3 Municipal Drive, Fishers, Indiana 46038, Attn: Economic Development Director with a copy to: Jennifer Messer (via email) at jennifercmesserlaw@gmail.com; and to Jet Access at _____, _____, Attention: _____, with a copy to _____. Each of the Parties may change its address for notice from time to time by delivering notice to the other party as provided above.

10. MERGER. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

11. MISCELLANEOUS. Subject to Section 8, this Agreement shall inure to the benefit of, and be binding upon, the Commission and Jet Access, and their respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Jet Access waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Jet Access may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by the Commission and Jet Access. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be

determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership, employment relationship or joint venture between Jet Access and the Commission or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. Unless otherwise specifically stated, any amounts owed pursuant to this Agreement shall accrue interest at rate published in the Wall Street Journal plus six percent (6%) per annum from the date due until paid.

12. EXHIBIT. Exhibit A, the Work Training Disbursement Request, is attached hereto and incorporated herein as if fully set forth herein.

[signatures on following page]

Jet Access, LLC

By: _____

Its: _____

City of Fishers Redevelopment Commission

By: _____
Damon Grothe, President

Attest: _____
Anderson Schoenrock, Secretary

EXHIBIT A
WORK TRAINING DISBURSEMENT REQUEST

Disbursement No.: _____

Date: _____

Disbursement Amount: \$_____

_____ (“Jet Access”) hereby requests the disbursement of funds in the Work Training Disbursement Amount stated above and certifies that such amount is in accordance with the attached invoices and other documentation provided in support of this Disbursement Request.

This Work Training Disbursement Request shall also constitute a representation and affirmation to the Commission that the following information is accurate in all respects:

- 1) Description of the Training Programs:
- 2) Summary of expenses:
- 3) Attach all invoices and related documentation.
- 4) If outside Vendors are to receive payment, complete Schedule I.

“Jet Access”

By: _____

Printed: _____

Title: _____

Schedule I

[Narrative summary of expenses included in Work Training Disbursement Request]

Vendor

Amount

RESOLUTION NO. _FRC 03R100923

RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT (JET ACCESS)

WHEREAS, Jet Access Team Solutions, LLC, an Indiana limited liability company duly registered with the Indiana Secretary of State's Office ("Jet Access") is a vertically integrated, full-service aviation management company that makes private jet travel safe, cost-effective and comfortable;

WHEREAS, Jet Access has advised the City of Fishers Redevelopment Commission (the "Commission") that it desires to relocate its headquarters to the City of Fishers, Indiana (the "City"), relocate sixty-three (63) employees to the City who are paid an average hourly wage of Fifty-Eight and 71/100 Dollars (\$58.71) and employ twenty (20) new employees in the City who are paid an average hourly wage of Thirty-Four and 68/100 Dollars (\$34.68), if the Commission will provide a training grant as specifically described in the Economic Development Agreement attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

WHEREAS, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission meeting in regular session as follows:

Section 1. The Commission hereby approves an agreement substantially similar to the Agreement.

Section 2. The President and Secretary of the Commission are hereby authorized to execute an agreement substantially similar to the Agreement.

Section 3. This Resolution shall be in full force and effect upon passage.

The City of Fishers Redevelopment Commission, City of Fishers, Hamilton County, Indiana this ____ day of October, 2023.

**REDEVELOPMENT COMMISSION OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, Three Municipal Drive, Fishers, Indiana, 46038.

RESOLUTION NO: FRC 04R100923
RESOLUTION APPROVING FIRST AMENDMENT TO PROJECT AGREEMENT
(MJC)

WHEREAS, on or about September 19, 2022, MJC Holdings LLC (“Developer”), the City of Fishers, Hamilton County, Indiana (“City”), the Fishers Town Hall Building Corporation, (“Building Corp.”), and the City of Fishers Redevelopment Commission, (the “Commission” and together with the City, Building Corp. and Developer, the “Parties” and each a “Party”) entered into that certain Project Agreement for Developer to develop and construct the Project on the Office Site, among other rights and obligations (the “Project Agreement”);

WHEREAS, the Project Agreement set an Outside Closing Date of on or about July 19, 2023 for Closing on the Project;

WHEREAS, the Developer encountered unexpected development issues concerning the pond located on the Office Site and has requested an extension of the Outside Closing Date; and

WHEREAS, the Commission desires to approve an extended Outside Closing Date pursuant to the First Amendment To Project Agreement attached hereto and incorporated herein as Exhibit A (the “First Amendment”).

NOW, THEREFORE, BE IT RESOLVED by the City of Fishers Redevelopment Commission meeting in regular session as follows:

Section 1. The Commission hereby approves a first amendment substantially similar to the First Amendment.

Section 2. The President and Secretary of the Commission are hereby authorized to execute a first amendment substantially similar to the First Amendment.

Section 3. This Resolution shall be in full force and effect upon passage.

The City of Fishers Redevelopment Commission, City of Fishers, Hamilton County, Indiana this ____ day of October, 2023.

**REDEVELOPMENT COMMISSION OF THE CITY OF FISHERS,
HAMILTON COUNTY, INDIANA**

YAY

NAY

	Tony Bonacuse	
	Dan Canan	
	Damon Grothe	
	Brad Johnson	
	Anderson Schoenrock	

This instrument prepared by: Lindsey Bennett, City Attorney, City of Fishers, Hamilton County, Indiana, Three Municipal Drive, Fishers, Indiana, 46038.

FIRST AMENDMENT TO PROJECT AGREEMENT (MJC)

THIS FIRST AMENDMENT TO PROJECT AGREEMENT is executed this ____ day of _____, 2023 (“First Amendment”), by and among MJC Holdings LLC (“Developer”), the City of Fishers, Hamilton County, Indiana (“City”), the Fishers Town Hall Building Corporation, (“Building Corp.”), and the City of Fishers Redevelopment Commission, (the “Commission” and together with the City, Building Corp. and Developer, the “Parties” and each a “Party”) as follows:

RECITALS

WHEREAS, on or about September 19, 2022, the Parties entered into that certain Project Agreement for Developer to develop and construct the Project on the Office Site, among other rights and obligations (the “Project Agreement”);

WHEREAS, the Project Agreement set an Outside Closing Date of on or about July 19, 2023 for Closing on the Project;

WHEREAS, the Developer encountered unexpected development issues concerning the pond located on the Office Site and has requested an extension of the Outside Closing Date;

WHEREAS, unless provided herein, this First Amendment does not otherwise change the obligations of the Developer, or the incentives provided by the City, Commission or Building Corp.;

WHEREAS, unless otherwise specifically stated, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Project Agreement; and

WHEREAS, unless specifically amended by reference herein, all remaining terms and conditions of the Project Agreement shall continue in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the foregoing recitals are incorporated into this First Amendment by reference to such recitals and in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the Parties agree as follows:

1. Section 3 of the Project Agreement, Definitions, shall be replaced in part as follows:

“**Closing Date** shall mean the date of Closing which date shall be no later than the Outside Closing Date.”

“**Outside Closing Date** shall mean December 31, 2023, unless otherwise mutually agreed by the Parties in writing.”

CITY OF FISHERS, INDIANA

By: _____
Scott Fadness, Mayor

**CITY OF FISHERS REDEVELOPMENT
COMMISSION**

By: _____
Damon Grothe, President

Attest: _____
Anderson Shoenrock, Vice-President

**FISHERS TOWN HALL BUILDING
CORPORATION**

By: _____
Jay Bangert, President

“Developer”

MJC Holdings LLC

By: _____

Printed: _____

Title: _____