

FILED

MAR 22 2019

RESOLUTION NO. 3, 2019

CITY CLERK

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF TERRE HAUTE, INDIANA APPROVING INTERLOCAL AGREEMENT**

**WHEREAS**, the Common Council of the City of Terre Haute, Indiana (the "Council") met at a duly called and authorized meeting of the Council held on the date set forth below, such meeting being called pursuant to a notice stating the time, place and purpose of the meeting received by all of the Council Members, and the following resolutions were made, seconded and adopted by a majority of those present at the meeting, which constituted a legal quorum of the Council; and

**WHEREAS**, a Multi-Party Agreement regarding joint financing of the Terre Haute Convention Center dated November 12, 2018 was entered into by and among Vigo County, Indiana (the "County"), by and through its Board of Commissioners, the City of Terre Haute, Indiana (the "City") by and through its Mayor and the Terre Haute Convention and Visitors Bureau (the "THCVB"); and

**WHEREAS**, the Council has received, and desires to approve, an Interlocal Agreement for Joint Financing of Convention Center ("Interlocal Agreement") by and between the County, the City, the THCVB and the Vigo County Capital Improvement Board of Managers (collectively the "Parties"); and

**WHEREAS**, attached hereto as Exhibit "A" is an Interlocal Agreement which has been transmitted to the Parties for the purpose of their review, approval and execution.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Terre Haute, Indiana as follows:

1. The Council hereby approves the Interlocal Agreement in the form attached hereto as Exhibit "A" and authorizes and directs the President of the Council to execute the same as attested by the City Clerk.
2. The President of the Council and the City Clerk, with the approval of the Mayor, are further authorized, empowered and directed to make such revisions to the Interlocal Agreement as are required for the Parties to approve and execute the same, with such revisions being evidenced by their signatures on the revised Interlocal Agreement. Any revisions shall be reported back to the Council at its next regular meeting.
3. This Resolution shall be effective immediately upon its adoption.

Introduced by: O. Earl Elliott O. Earl Elliott, Councilman

Passed in open Council this 11TH day of APRIL, 2019.

Martha Crossen, Martha Crossen, President

ATTEST: Michelle Edwards Michelle L. Edwards, City Clerk

Presented by me to the Mayor this 11TH day of APRIL, 2019.

Michelle Edwards Michelle L. Edwards, City Clerk

Approved by me, the Mayor, this 11TH day of APRIL, 2019.

Duke A. Bennett Duke A. Bennett, Mayor

ATTEST: Michelle Edwards Michelle L. Edwards, City Clerk

**EXHIBIT "A"**

**Form of Interlocal Agreement**

**[See Attached]**

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**INTERLOCAL AGREEMENT FOR  
JOINT FINANCNG OF CONVENTION CENTER**

**by and between**

**VIGO COUNTY, INDIANA  
THE CITY OF TERRE HAUTE, INDIANA  
THE TERRE HAUTE CONVENTION AND VISITORS BUREAU  
and  
THE VIGO COUNTY CAPITAL IMPPROVEMENT  
BOARD OF MANAGERS**

Effective as of \_\_\_\_\_, 2019

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## **INTERLOCAL AGREEMENT FOR JOINT FINANCING OF CONVENTION CENTER**

This **Interlocal Agreement for Joint Financing of Convention Center** ("Agreement") is made effective as of the Effective Date provided for below by and between Vigo County, Indiana (the "County") acting by and through its Board of Commissioners and County Council, the City of Terre Haute, Indiana (the "City") acting by and through its Mayor and Common Council and the Terre Haute Redevelopment Commission, the Terre Haute Convention & Visitors Bureau (the "THCVB") an Indiana non-profit public benefits corporation acting by and through its Board of (the County, the City and the THCVB individually a Party and collectively the "Parties) and the Vigo County Capital Improvement Board of Managers (the "Board").

### **WITNESSETH**

**WHEREAS**, the County established the Board by ordinance adopted pursuant to Ind. Code 36-10-8 *et seq.* (the "CIB Act"); and

**WHEREAS**, the Parties have made appointments to the Board for the purpose of planning, designing and constructing a convention and conference center facility to be known as the "Terre Haute Convention Center" as more specifically described in Exhibit "A" attached hereto (the "Convention Center"); and

**WHEREAS**, the executives of the Parties entered into a Multi-Party Financing Agreement dated November 12, 2018 outlining the Parties' intent to commit joint funding to the design and construction of the Convention Center with funds to be formally pledged by each of the Parties to finance the same along with other dedicated sources of funding available to the Parties and the Board; and

**WHEREAS**, the Parties and the Board now desire to establish a comprehensive commitment for the financing of the design and construction of the Convention Center in order to foster economic revitalization and opportunity for the citizens of the City and the County; and

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

**WHEREAS**, Ind. Code §36-10-8-18 authorizes the Board to enter into agreements with municipal and county governments and their agencies providing for the joint and cooperative planning, financing, construction, operation and maintenance of a capital improvement or facilities related thereto; and

**WHEREAS**, The THCVB desires to support and benefit the City, the County and the Board in their efforts as further stated herein and to fulfill its public benefit purpose of promoting tourism, development and beautification in the City and the County; and

WHEREAS, the City, the County, the THCVB and the Board have adopted substantially identical resolutions authorizing the execution of this Agreement.

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

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

The Parties and the Board enter into this Agreement in accordance with the provisions of the CIB Act which provides for joint and cooperative capital improvement planning and financing and the provisions of the Interlocal Act which provides that a power that may be exercised by an Indiana political subdivision and one or more other governmental entities may be exercised jointly by entering into a written interlocal cooperation agreement. The Parties desire to enter into such an agreement for the joint financing of the Convention Center on the terms set forth herein.

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

The purpose of this Agreement is to provide for the joint financing of the design and construction of the Convention Center, and the attraction and location of economic development and job creation opportunities related thereto, including the provision of necessary utilities, roadways, water and sewer services and other infrastructure and services necessary for public and private development of the Convention Center and surrounding areas by the Board. The Parties delegate to the Board all powers and authorities that are useful, necessary or appropriate for the development, procurement, establishment, design, financing, operation and maintenance of the Convention Center in accordance with the provisions of this Agreement, state statutes and applicable ordinances of the County establishing the Board.

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

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

- a) "Agreement" means this Interlocal Agreement for Joint Financing.
- b) "Board" means the Vigo County Capital Improvement Board of Managers.
- c) "CIB Act" means Ind. Code §36-10-8 *et seq.* as amended from time to time.
- d) "City" means the City of Terre Haute, Indiana acting by and through its Mayor and Common Council.
- e) "Commissioners" means the Board of Commissioners of Vigo County acting as the executive of Vigo County, Indiana.

f) “Common Council” means the Common Council of the City of Terre Haute, Indiana acting as the legislative and fiscal body of the City.

g) “Convention Center” means the facility described in the first recital clause of this Agreement and further described in Exhibit “A” and such additional adjacent areas and related development as determined from time to time by resolution of the Board.

h) “County” means Vigo County, Indiana acting by and through its Board of Commissioners and authorized by its County Council.

i) “County Council” means the Vigo County Council acting as the fiscal body of the County.

j) “Interlocal Act” means Ind. Code §36-1-7 *et seq.* as amended from time to time.

k) “Ordinance” shall mean Ordinance #3-2016 adopted by the Commissioners on June 7, 2016 establishing the Board, as amended by Ordinance #5-2018 adopted by the Commissioners on October 2, 2018.

l) “Party” or “Parties” means each party to this Agreement, or the parties collectively.

m) “THCVB” means the Terre Haute Convention & Visitors Bureau, an Indiana non-profit corporation established for the furtherance of economic benefit activities in the County and recognized by the Internal Revenue Service as a 501(c)(3) public benefit corporation

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

**Section 4.1. Establishment of Joint Board.** As required by Section 3(a)(5) of the Interlocal Act the City and County hereby designate the Board to act as the joint board required by the Interlocal Act for the purposes of this Agreement. The Board shall consist of representatives appointed by each of the Parties as further provided in the Ordinance. In the event of changes in or amendments to the Ordinance, the composition of the joint board appointed herein shall automatically conform to such change or revisions. Members of the Board shall serve at the will of their appointing authority and shall serve until their replacements have been selected as further described in the Ordinance.

**Section 4.2. Rules of Governance.** The Board shall be governed by its own rules or bylaws which it may adopt and which may be amended from time to time. The Board shall adopt and amend its bylaws in a manner that is not inconsistent with this Agreement, the Ordinance or the CIB Act, and as it may determine to be in the best interest of the Board and the public interest.

**Section 4.3. Public Records.** An official record of all meetings of the Board shall be maintained at a place designated by the Board. Accurate memoranda of all meetings shall be kept in accordance with Ind. Code § 5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, Ind. Code § 5-14-3 *et seq.*

**ARTICLE V.**  
**FINANCING, STAFFING, SUPPLYING AND BUDGET**

**Section 5.1. Financing.** The Project shall be financed jointly by funds allocated and appropriated for such purposes by the City and the County and contributed by the THCVB. The respective contribution of the Parties shall be as follows:

Vigo County, Indiana	\$10,000,000 to be contributed as provided in Exhibit "B"
City of Terre Haute, Indiana	\$10,000,000 to be contributed as provided in Exhibit "C"
Terre Haute RDC	\$ 3,000,000 to be contributed as provided in Exhibit "C"
Terre Haute CVB	\$ 5,000,000 to be contributed as provided in Exhibit "D"
Vigo County CIB	Funds to be contributed as provided in Exhibit "E"

All contributed funds shall be placed in a non-reverting fund entitled the "Capital Improvement Board Fund (4950)" (the "Fund") established and maintained by the Auditor of the County whose responsibility it shall be to receive, disburse and account for monies in the Fund, in accordance with the provisions of the CIB Act and other applicable law. Disbursements from the Fund shall be by claims authorized or approved by action of the Board or its designee.

**Section 5.2. Budget.** Upon substantial completion of the Convention Center, and on or prior to July of each calendar year thereafter, the Board shall submit to the executive of each Party a proposed budget for the operations of the Convention Center for the forthcoming budget year, which proposed budget shall cover the projected operating expenses, estimated income and reasonable reserves for the operation of the Convention Center. The Budget shall be subject to the approval of the County Council, which shall cooperate with the other Parties to resolve any differences with regard thereto. The fiscal body of the County shall, to the extent necessary under applicable law, adopt the appropriations necessary for expenditures of the Board consistent with the approved Budget. As provided in Ind. Code §36-10-8-12, funds in the Capital Improvement Board Fund may be expended by the Board without the necessity of an appropriation to pay: (1) operating expenses and reasonable reserves; (2) services of architects, engineers, accountants, attorneys and consultants; (3) the costs of any capital improvement; (4) the principal on, or interest of, any bonds issued by the Board or the County that cannot be paid from money in the Capital Improvement Bond Fund (if and when established); and (5) for any other purpose that has been budgeted and approved by the County Council.

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

The Board shall acquire, hold and dispose of real and personal property used in this joint undertaking in its own name as provided in the CIB Act.



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

**Section 7.1. Duration.** This Agreement shall continue as the binding agreement of the Board and the Parties until modified or terminated in accordance with the terms and provisions set forth below. This Agreement may be terminated by any Party upon the adoption, after January 1 but before April 1 of a calendar year, of an ordinance of termination, which ordinance shall take effect on December 31 of the calendar year that the ordinance is adopted. Notwithstanding any such termination, the financing commitments of each Party contained herein shall remain in full force and effect until such commitment is fulfilled. No termination or other action under this Agreement shall impact the existence or powers of the Board under the Ordinance, the CIB Act or other applicable law.

**Section 7.2. Disposal of Property.** In the event of the termination of the Board under the Ordinance, the Board shall prepare a plan for the disposal of all the assets held in the name of the Board which shall allocate such assets proportionally to the City and County if feasible. The termination/disposal plan shall require the approval of the Board, and once approved, shall be carried out by the Board and the Parties. In the event a recommendation for disposal of all assets of the Board is not approved by vote of the Board, within ninety (90) days of the first action to terminate the Board, the matter may be submitted by the Board or any Party to the Circuit Court of Vigo County for proper resolution and the approval of a termination/disposal plan. All disposition of Board assets must be in accordance with the laws applicable to governmental entities of the State of Indiana and laws applicable to the Board.

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

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

The Board shall have all the powers, privileges and immunities granted under this Agreement, the Ordinance, the CIB Statute and other applicable law.

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

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

injunctive relief for specific performance. Under no circumstances shall any Party have a right to any other remedy, including but not limited to rescission, cancellation or reformation of this Agreement for any reason, or monetary damages of any kind, with the exception of reasonable costs and attorneys' fees, which shall be awarded to the Party bringing the action for injunctive relief.

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

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

## **ARTICLE X. GENERAL MATTERS**

**Section 10.1. Governing Law.** This Agreement is executed by the Board and the Parties and delivered in the State of Indiana, and the rights of the Parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Indiana, without reference to the principles of conflicts of law.

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

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

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

**Section 10.5. Reasonable Efforts; Cooperation.** Subject to the terms and conditions of this Agreement, each Party and the Board will use its commercially reasonable efforts to take, or

cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. In addition, the Parties and the Board each agree to cooperate and take such actions, including any necessary amendments hereto, as may be required in the judgment of the Board for the Board to obtain all necessary qualifications and approvals, including any that may be required by any state and federal governmental agencies, and to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, and from time to time, upon the request of the Board or another Party to this Agreement and without further consideration, to execute, acknowledge and deliver in proper form any further instruments, and take such other action as the Board or the other Parties may reasonably require, in order to effectively carry out the intent of this Agreement, including without limitation, the delegation of any further powers that may be necessary, useful or appropriate to permit the Board to carry out its purposes.

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

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

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

(a) shall be in writing;

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

If to the Board:

President, Vigo County Capital  
Improvement Board  
650 South 1st Street  
Terre Haute, IN 47807

With a copy to:

Kroger Gardis & Regas, LLP  
111 Monument Circle, Suite 900  
Indianapolis, IN 46204-5125  
Attn: Brian C. Bosma, Esq.

If to the City of Terre Haute:

Office of the Mayor

With a copy to:

City Attorney

17 Harding Avenue  
Terre Haute, IN 47807

17 Harding Avenue  
Terre Haute, IN 47807

If to Vigo County:

With a copy to:

Office of the County Commissioners  
650 South 1st Street  
Terre Haute, IN 47807

County Attorney  
650 South 1st Street  
Terre Haute, IN 47807

If to the THCVB:  
Office of the President  
5353 E Margaret Drive  
Terre Haute, IN 47803

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

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

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

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

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

**Section 10.13. Effective Date.** This Agreement shall take effect upon the approval and execution of this Agreement by the executive and fiscal body of each Party, and shall become effective upon being recorded with the County Recorder of Vigo County as required by Section 6 of the Act. Not later than sixty (60) days after it take effect, this Agreement shall be filed with the State Board of Accounts for audit purposes as required by Indiana law.

[Signature pages follow]

Approved by majority vote of the Vigo County Capital Improvement Board of Managers:

**VIGO COUNTY CAPITAL  
IMPROVEMENT BOARD OF  
MANAGERS**

By: \_\_\_\_\_  
Jon Marvel, President

Attest:

By: \_\_\_\_\_  
Mayor Duke Bennett, Secretary

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

Approved by the Mayor of the City of Terre Haute, Indiana:

**CITY OF TERRE HAUTE, INDIANA**

By: \_\_\_\_\_  
The Honorable Duke Bennett, Mayor

Approved by majority vote of the Common Council of the City of Terre Haute, Indiana:

**CITY OF TERRE HAUTE, INDIANA  
COMMON COUNCIL**

By: \_\_\_\_\_  
Martha Crossen, President

Attest:

By: \_\_\_\_\_  
Michelle L. Edwards, City Clerk

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

Approved by the Terre Haute Redevelopment Commission:

**TERRE HAUTE REDEVELOPMENT  
COMMISSION**

By: \_\_\_\_\_  
David Heath, President

Attest:

By: \_\_\_\_\_  
Jim Nichols, Secretary

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

Approved by the Board of Commissioners of Vigo County, Indiana:

**BOARD OF COMMISSIONERS OF  
VIGO COUNTY, INDIANA**

By: \_\_\_\_\_  
Brad Anderson, President

By: \_\_\_\_\_  
Judy Anderson, Secretary

By: \_\_\_\_\_  
Brendan Kearns, Member

Approved by majority vote of the County Council of Vigo County, Indiana:

**VIGO COUNTY COUNCIL**

By: \_\_\_\_\_  
Aaron Loudermilk, President

Attest:

By: \_\_\_\_\_  
James W. Bramble, Auditor

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



Approved by majority vote of the Board of Directors of the Terre Haute Convention and Visitors Bureau:

**TERRE HAUTE CONVENTION AND VISITORS BUREAU**

By: \_\_\_\_\_  
David Patterson, Executive Director

Attest:

By: \_\_\_\_\_

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

This document prepared by: Brian C. Bosma, Esq., Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, Indiana 46204-5125. (317) 692-9000.

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

**EXHIBIT "A"**  
**Description of Convention Center**

The Terre Haute Convention Center will include approximately 42,000 square feet of convention space and one (1) or more new parking structures providing approximately 500 parking spaces. The convention and meeting space shall include a main ballroom that is divisible into multiple smaller spaces, breakout meeting spaces, pre-function areas, and a full service kitchen for food preparation. This description is subject to change as the program for the Convention Center is developed.

**EXHIBIT "B"**  
**Vigo County Financing Plan**

1. Vigo County shall budget, appropriate and pay into the Capital Improvement Board Fund ("Fund") the following amounts on an annual basis:

7/1/19	\$250,000
1/1/20	\$250,000
7/1/20	\$250,000
1/1/21	\$250,000
7/1/21	\$250,000
1/1/22	\$250,000
7/1/22	\$250,000
1/1/23	\$250,000
7/1/23	\$250,000
1/1/24	\$250,000
7/1/24	\$250,000
1/1/25	\$250,000
7/1/25	\$250,000
1/1/26	\$250,000
7/1/26	\$250,000
1/1/27	\$250,000
7/1/27	\$250,000
1/1/28	\$19,333.91

2. In addition to the foregoing, on or about June 1, 2019, Vigo County shall make a one-time initial cash on hand transfer to the Fund of \$5,000,000.00. The County previously contributed \$730,666.09 to the Project including \$457,482.20 in 2018 and \$273,183.89 for expenses previously paid in 2017.

3. In addition to the foregoing, in 2019 Vigo County shall use its best efforts to issue the County's general revenue bonds in the approximate amount of \$22,000,000.00. The bonds shall be secured by the pledge of the general revenues of the County with a property tax backup.

**EXHIBIT "C"**  
**City of Terre Haute Financing Plan**

1. The City of Terre Haute shall, by and through the Terre Haute Redevelopment Commission, pledge\*, appropriate and pay into the Capital Improvement Board Fund ("Fund") the following amounts on an annual basis to fund the Project:

7/1/19	\$250,000
1/1/20	\$250,000
7/1/20	\$250,000
1/1/21	\$250,000
7/1/21	\$250,000
1/1/22	\$250,000
7/1/22	\$250,000
1/1/23	\$250,000
7/1/23	\$250,000
1/1/24	\$250,000
7/1/24	\$250,000
1/1/25	\$250,000
7/1/25	\$250,000
1/1/26	\$250,000
7/1/26	\$250,000
1/1/27	\$250,000
7/1/27	\$250,000
1/1/28	\$250,000
7/1/28	\$250,000
1/1/29	\$250,000
7/1/29	\$250,000
1/1/30	\$250,000
7/1/30	\$250,000
1/1/31	\$250,000
7/1/31	\$250,000
1/1/32	\$250,000
7/1/32	\$250,000
1/1/33	\$250,000
7/1/33	\$250,000
1/1/34	\$250,000
7/1/34	\$250,000
1/1/35	\$250,000
7/1/35	\$250,000
1/1/36	\$250,000
7/1/36	\$250,000
1/1/37	\$250,000
7/1/37	\$330,070
1/1/38	\$330,072

\*The foregoing pledge shall be junior and subordinate to RDC bonded indebtedness secured by the Downtown Allocation Fund, provided that the RDC shall maintain a minimum 125% coverage for the foregoing pledge and all superior indebtedness.

2. The City previously contributed \$339,858.46 to the Project including \$164,577.54 of cash in 2018 and \$175,280.92 for expenses previously paid in 2017.

3. In addition to the foregoing, on or about June 1, 2019, the Terre Haute Redevelopment Commission shall make a one-time initial cash on hand allocation to the Project in the amount of \$3,000,000 from the Downtown Allocation Fund which shall be used for property acquisition and related costs directly benefitting the Project, with the balance thereof transferred to the Fund.

4. In addition to the foregoing, in 2019 the Terre Haute Redevelopment Commission shall use its best efforts to issue a tax increment Bond in the approximate amount of \$4,500,000 pledging to the payment thereof sufficient tax increment generated in the Downtown Allocation Area to fund the construction of a parking garage to be located adjacent to the Project to be utilized by two hotels adjacent to the Project.

**EXHIBIT "D"**  
**Terre Haute Convention and Visitors Bureau Financing Plan**

1. The Terre Haute Convention and Visitors Bureau shall budget for and pay into the Capital Improvement Board Fund ("Fund") the following amounts on an annual basis:

6/1/19	\$125,000
12/1/19	\$125,000
6/1/20	\$125,000
12/1/20	\$125,000
6/1/21	\$125,000
12/1/21	\$125,000
6/1/22	\$125,000
12/1/22	\$125,000
6/1/23	\$125,000
12/1/23	\$125,000
6/1/24	\$125,000
12/1/24	\$125,000
6/1/25	\$125,000
12/1/25	\$125,000
6/1/26	\$125,000
12/1/26	\$125,000
6/1/27	\$125,000
12/1/27	\$125,000
6/1/28	\$125,000
12/1/28	\$125,000
6/1/29	\$125,000
12/1/29	\$125,000
6/1/30	\$125,000
12/1/30	\$125,000
6/1/31	\$125,000
12/1/31	\$125,000
6/1/32	\$125,000
12/1/32	\$125,000
6/1/33	\$125,000
12/1/33	\$125,000

2. The Terre Haute Convention and Visitors Bureau previously contributed \$1,250,000.00 to the Project in 2018.

**EXHIBIT "E"**

**Vigo County Capital Improvement Board of Managers Financing Plan**

1. As provided in Ind. Code §6-9-48-10 the Vigo County Capital Improvement Board of Managers shall allocate, deposit and pay from the Fund sufficient proceeds received from the Vigo County Food and Beverage Tax to fund the remaining amounts required to meet the budget for the Project as established or revised by the Board from time to time, including the costs of acquisition, design, construction and improvement of the Project.