

1. 6:00 P.M. Redevelopment Commission - Public Notice

Documents:

[NOTICE OF PUBLIC MEETING 2.10.2026.PDF](#)

1.1. 6:00 PM Redevelopment Commission Agenda

Documents:

[REDEVELOPMENT MEETING AGENDA 2.10.2026.PDF](#)
[REDEVELOPMENT MINUTES 1.6.2026.PDF](#)
[REDEVELOPMENT MINUTES 1.15.2026 EXESESION.PDF](#)
[FUNDS.CLAIMS.2102026.PDF](#)
[TWG JANUARY 2026 ATTACH.PDF](#)
[SPRINGVILLE MANOR- LTR DAVID.HAYES.CHRIS.HAYES \(101 JACKSON WAY\).PDF](#)
[2025.02294.CM.R0.CTR.PRO.TC.CHARLESTOWN STREETS.PDF](#)
[TSWDESIGN - HWY 62 GATEWAY SIGN.PDF](#)
[MADISON ST. LIBS PAVING CO 1.PDF](#)
[LIGHTING DESIGN.PDF](#)
[CHARLESTOWNSHADOWLAKELIGHTINGAGREEMENT 8.20.2025.PDF](#)
[CHARLESTOWNSHADOWLAKELIGHTINGAGREEMENT 8.20.2025\[80\].PDF](#)
[SHADOW LAKE LIGHTING REMC 242026.PDF](#)

**NOTICE OF PUBLIC MEETING OF
THE CITY OF CHARLESTOWN, INDIANA REDEVELOPMENT
COMMISSION**

Notice is hereby given that the members of the City of Charlestown, Indiana Redevelopment Commission will hold a public meeting at 6:00 p.m. local time on Tuesday, February 10, 2026 at the Charlestown City Hall, 304 Main Cross Street, Charlestown, Indiana 47111.

**Donna Coomer
Clerk-Treasurer**



AGENDA

For the Regular Meeting of the City of Charlestown

REDEVELOPMENT COMMISSION

Tuesday, February 10, 2026, at 6:00 P.M.
City Hall

304 Main Cross Street, Charlestown, IN 47111

Livestream Link – www.facebook.com/charlestown.in

**Charlestown
Redevelopment
Commission
Members:**

Mayor

Appointments:

Derek Coombs
(President)
(1/01/2024 –
12/31/2027)

Robert Brooks (Vice
President)
(1/01/2024 –
12/31/2027)

Benita Pate
(Secretary)
(1/01/2024 –
12/31/2027)

**Common Council
Appointments:**

Chuck Deaton
(1/01/2024 –
12/31/2027)

John Spencer
(1/01/2024 –
12/31/2027)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call – Determination of a Quorum**
4. **Approval of Minutes**
 - a. January 6, 2026 – Regular Meeting
 - b. January 15, 2026 – Executive Session
5. **Claims**
6. **Public Comments**
7. **Consultant Reports**
 - a. The Wheatley Group – TWG
8. **Old Business**
 - a. Springville Manor – 101 Jackson Way – TWG/FBT
9. **New Business**
 - a. Gazebo Renovation – Review Schematic – TWG/Benjamin White
 - b. Charlestown Gateway Signage – TSWDesign Group Proposal – TWG
 - c. Charlestown Public Works – American Structurepoint Conceptual Design Proposal – TWG
 - d. Madison Street & Green Alley – Change Order #1 – TWG
 - e. Shadow Lake Lighting Agreement + Invoice with REMC – TWG
 - f. Southern Indiana Works Summer Intern Program
 - g. Discussion

Next Meeting March 3, 2026 @ 6PM (Thursday)

10. Adjournment

The above Agenda items may not be all inclusive of items to be discussed.
View meeting videos and minutes at <https://www.cityofcharlestown.com/AgendaCenter>

Minutes

Redevelopment Commission

January 6, 2026

6:00 P.M.

THE REGULAR MEETING OF THE REDEVELOPMENT COMMISSION FOR THE CITY OF CHARLESTOWN WAS HELD ON TUESDAY, JANUARY 6, 2026 IN THE CITY COUNCIL CHAMBERS AT CITY HALL.

Mr. Derek Coombs called the meeting to order at 6:00PM. Board members present in person: Mr. Derek Coombs, Ms. Benita Pate, Mr. John Spencer, Chuck Deaton and Mr. Robert Brooks. Also present were Mayor Treva Hodges, Matt Duncan, FBT Gibbons, and Ms. Jill Saegesser with The Wheatley Group, LLC.

Nomination and Election of Officers

Mr. Coombs asked for a nomination for President. Ms. Pate made a motion to nominate Derek Coombs for President and close the nominations, seconded by Mr. Spencer. Approved 5-0.

Mr. Coombs asked for a nomination for Vice President. Mr. Deaton made a motion to nominate Robert Brooks for Vice President and close the nominations, seconded by Mr. Spencer. Approved 5-0.

Mr. Coombs asked for a nomination for Secretary. Mr. Spencer made a motion to nominate Benita Pate for Secretary and close the nominations, seconded by Mr. Deaton. Approved 5-0.

Minutes

Mr. Coombs indicated that the minutes from the Regular Session held on December 2, 2025, were distributed for review and inquired whether there were any questions or amendments. Ms. Pate made a motion to approve the December 2, 2025, Regular Session minutes, seconded by Mr. Spencer. Approved 5-0.

Claims

Mr. Coombs stated that the claims were provided prior to the meeting for review and asked if there were any questions related to the claims. Ms. Saegesser asked that Libs Paving PR#1 and PR#2 be added to the claims docket in the amount of \$206,812.37. Mr. Spencer made a motion to approve the claims, seconded by Mr. Deaton. Approved 5-0.

Mr. Spencer made a motion to amend the claims docket to include Libs Paving PR#1 and PR#2 in

the amount of \$206,812.37, seconded by Mr. Deaton. Approved 5-0.

Public Comment

None.

The Wheatley Group Report

Ms. Jill Saegesser with The Wheatley Group stated that her full report was included in the meeting packet and that she would highlight some projects within the report:

Madison Street & Green Alley Improvements – At the substantial completion walkthrough, the issue related to the curb at the corner of Green Alley and Madison Street was discussed due to the tight turning radius. HMB is working with the contractor to resolve this issue and will be presenting a change to the RDC.

501 Market Street – The final inspection walkthrough was canceled. American Structurepoint and Temple & Temple will reschedule the walkthrough and review the final pay request that was submitted prior to the end of 2025.

Charlestown Flats – All 176 units have been completed and the complex is at 50% capacity.

The Commons & Short Street Parklet – The financing closed on November 4, 2025, and the BOT Agreement was executed the same day. Final design should be completed by the end of 2025, with construction beginning in early 2026.

Discussion of Donations – Gazebo and Charlestown Signage (Hwy 62/3) – Two renderings were prepared by TSWDesign Group for the Hwy 62/3 signage. The renderings took into consideration the materials that have been offered by local businesses. Mr. Coombs asked if the RDC would like The Wheatley Group and the City move forward with next steps related to the sign. Mr. Spencer made a motion for the City to move forward with next steps related to the Hwy 62/3 signage, seconded by Mr. Deaton. Approved 5-0. The City and The Wheatley Group will work to gather information related to the Gazebo.

Ms. Saegesser also presented a professional services agreement to

Old Business

None

New Business

Discussion

Mr. Coombs asked if the Commission had any additional items to discuss. Ms. Saegesser asked the Commission look at their calendars to hold an Executive Session in January to discuss a development at the corner of Hwy 62/3. The Commission decided to hold the Executive Session on January 15, 2026 at 6PM. The Wheatley Group will prepare the meeting notice.

Mr. Coombs acknowledged that the next meeting will be on February 5, 2026 at 6pm.

Accounts Payable Register

APV Register Batch - REDEVELOPMENT MEETING 02/10/2026

All History

Ordered By APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/05/2026	114406	OLD NATIONAL WEALTH MGMT		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	LEASE RENTAL PAYMENT DUE	67000.00	101	01/06/2026	
01/05/2026	114406	OLD NATIONAL WEALTH MGMT		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	LEASE RENTAL PAYMENT DUE	62500.00	101	01/06/2026	
01/09/2026	114444	CNA SURETY		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	CNA SURETY BOND	573.75	60378	01/09/2026	
01/09/2026	114445	LIBS PAVING COMPANY INC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	MADISON ST & GREEN ALLEY	140448.56	60379	01/09/2026	
01/09/2026	114445	LIBS PAVING COMPANY INC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	MADISON ST & GREEN ALLEY	50758.42	60379	01/09/2026	
01/16/2026	114555	DUKE ENERGY		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	301 PIKE ST SERVICE	338.84	60431	01/16/2026	
01/22/2026	114598	NEW WASHINGTON STATE BANK		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	SHADOW LAKE PROJECT	84243.40	60453	01/22/2026	
01/22/2026	114598	NEW WASHINGTON STATE BANK		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	SHADOW LAKE PROJECT	92000.00	60453	01/22/2026	
01/23/2026	114602	FIRST SAVINGS BANK		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	PRINCIPAL FOREST EDGE	40000.00	60457	01/23/2026	
01/23/2026	114602	FIRST SAVINGS BANK		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	INTEREST FOREST EDGE	86967.22	60457	01/23/2026	
02/03/2026	114633	UNITED CONSULTING ENGINEERS INC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	24-415 HIGH JACKSON ROAD ROUNDABOUT	13605.50		/ /	
02/03/2026	114634	FROST BROWN TODD LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	GENERAL SERVICES	666.00		/ /	
02/03/2026	114634	FROST BROWN TODD LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	WATER PUMPING STATION TRANSFER	1069.25		/ /	
02/03/2026	114634	FROST BROWN TODD LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	WATER PUMPING STATION TRANSFER	251.50		/ /	
02/03/2026	114635	UNDERPRODUCTION MULTI-MEDIA LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	LIVESTREAM SERVICES REDEVELOPMENT	175.00		/ /	
02/03/2026	114635	UNDERPRODUCTION MULTI-MEDIA LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	LIVESTREAM SERVICES REDEVELOPMENT	1750.00		/ /	
02/10/2026	114751	WHEATLEY GROUP LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	JANUARY 2026 MEETINGS/ MINUTES	7700.00		/ /	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
02/10/2026	114752	HMB PROFESSIONAL ENGINEERS INC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	GREEN ALLEY IMPROVEMENTS	4498.60	/ /		
02/10/2026	114752	HMB PROFESSIONAL ENGINEERS INC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	MADISON STREET RECONSTRUCTION	6923.20	/ /		
02/10/2026	114753	HANNUM WAGLE & CLINE ENGINEERING INC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	ENGINEERING FEES FAP	2417.50	/ /		
02/10/2026	114754	GM DEVELOPMENT COMPANIES LLC		4449001990.000	REDEVEL DISTRICT CAPITAL	CTOWN COMMONS ENGINEERING/ CONSTRUCTION	127773.40	/ /		
*** GRAND TOTAL ***							791660.14			

Installed by the CITY OF CHARLESTOWN-2012

Fund Report

Selected Funds

From 01/01/2026 Thru 01/31/2026

Grouped By Bank Number

Ordered By Fund Number

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
**Bank Number 0							
4445 TIF CENTRAL CHAS ECON DEV AREA	1236655.98	0.00	687578.18	1236655.98	0.00	687578.18	549077.80
4446 TIF IN-AMERICAN ALLOCATION AREA	579142.53	0.00	0.00	579142.53	0.00	0.00	579142.53
4447 TIF NORTH CLARK COMM HOSPITAL	3.12	0.00	0.00	3.12	0.00	0.00	3.12
4448 TIF RENAISSANCE PROJECT	375216.21	0.00	0.00	375216.21	0.00	0.00	375216.21
4449 REDEVEL DISTRICT CAPITAL FUND	2735190.94	0.00	76250.00	2735190.94	0.00	76250.00	2658940.94
4450 TIF SHADOW LAKE	2243.77	0.00	0.00	2243.77	0.00	0.00	2243.77
4451 TIF DEPOT STREET	9314.09	0.00	0.00	9314.09	0.00	0.00	9314.09
SubTotal Bank Number 0	4937766.64	0.00	763828.18	4937766.64	0.00	763828.18	4173938.46
**Bank Number 4							
3311 REDEV DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3321 REDEV BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SubTotal Bank Number 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**Bank Number 11							
4417 REDEV BOND FOREST EDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SubTotal Bank Number 11	0.00	0.00	0.00	0.00	0.00	0.00	0.00
**Bank Number 18							
3323 REDEV TAXABLE LEASE RENTAL	37671.01	0.00	0.00	37671.01	0.00	0.00	37671.01
SubTotal Bank Number 18	37671.01	0.00	0.00	37671.01	0.00	0.00	37671.01
**Bank Number 19							
3324 REDEV LEASE RENTAL	45359.10	0.00	0.00	45359.10	0.00	0.00	45359.10
SubTotal Bank Number 19	45359.10	0.00	0.00	45359.10	0.00	0.00	45359.10
*** GRAND TOTAL ***	5020796.75	0.00	763828.18	5020796.75	0.00	763828.18	4256968.57

Installed by the CITY OF CHARLESTOWN-2012

Appropriation Report

Fund 4445 Thru 4451

Check Date From 01/01/2026 Thru 01/31/2026

Ordered By Appropriation

APPROP	TITLE	FORWARDED	CURRENT	TRANSFRD	ADDL/ADJ	ENCUM	EXP-MTD	EXP-YTD	LIQ NOT EXP FWD	UNENCUM BAL	UNEXPEND BAL	% LEFT
4445001490.000	TIF CENTRAL CHAS ECON DEV	0.00	0.00	0.00	0.00	0.00	687578.18	687578.18	0.00	-687578.18	-687578.18	0.00%
4446001490.000	TIF IN AMERICAN ALLOC AREA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
4447001490.000	TIF NORTH CLARK COMM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
4448001490.000	TIF RENAISSANCE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
4449001990.000	REDEVEL DISTRICT CAPITAL	0.00	0.00	0.00	0.00	0.00	76250.00	76250.00	0.00	-76250.00	-76250.00	0.00%
4450001490.000	TIF SHADOW LAKE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
4451001490.000	TIF DEPOT STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
***	GRAND TOTAL ***	0.00	0.00	0.00	0.00	0.00	763828.18	763828.18	0.00	-763828.18	-763828.18	n/a

Accounts Payable Voucher

VOUCHER NO. 114406

WARRANT NO. 101

DATE ALLOWED 01/05/2026
Mo. Day Yr.

IN THE SUM OF \$ 129500.00

CITY OF CHARLESTOWN

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee

584 OLD NATIONAL WEALTH MGMT ATTN: CORPORATE TRUST SERVICES-BOND PO BOX 207 EVANSVILLE IN 47702	Terms Date Due 01/05/2026
-------------------------------------------------------------------------------------------------------------	---------------------------------------

V	W
#	#
1	1
1	0
4	1
4	
0	
6	

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	PO NUMBER	DESCRIPTION (or note attached invoice(s) or bill(s))	AMOUNT
12/10/2025	800458010-L	4445001490.000			LEASE RENTAL PAYMENT DUE	62500.00
ADDL DESC: CHARLESTOWN REDEVELOPMENT TAX 21						
12/10/2025	800457012-L	4445001490.000			LEASE RENTAL PAYMENT DUE	67000.00
ADDL DESC: CHARLESTOWN REDEVELOPMENT 2021						

TOTAL 129500.00

CITY OF CHARLESTOWN	
Favor Of OLD NATIONAL WEALTH MGMT	
Total Amount of Voucher	\$ 129500.00
Deductions	
Total Amount of Warrant	\$ 129500.00
Month of _____	

VOUCHER RECORD	ACCT #		
Total			

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

Mo. Day Yr.	Signature	Officer/Title
<u>01-05-26</u>	<u>Donna S. Comer</u>	CLERK TREASURER
Mo. Day Yr.	Signature	Officer/Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Board/Council Members

12/10/2025

CITY OF CHARLESTOWN REDEVELOPMENT
304 MAIN CROSS
CHARLESTOWN IN 47111-1217

Re: CITY OF CHARLESTOWN REDEVELOPMENT TAX 21

Debt service on the above referenced bond issue will be due on
(the "Payment Date") in the amounts listed below: 02/01/2026

Interest Due \$	\$14,377.50
Principal Due \$	\$45,000.00
TOTAL DEBT SERVICE DUE: \$	\$59,377.50
LEASE RENTAL PAYMENT DUE:	\$62,500.00

*# 4445
Redevelopment
P. Miles*

PLEASE NOTE - If you have a Lease Agreement, then the amount of your payment will be your lease rental payment regardless of the amount of Debt Service due. If you have misplaced the Lease Rental Schedule, we will be happy to provide you with a copy. If this issue has been defeased and an Escrow Account was funded, we will automatically pay the bondholder with those funds. (Trust acct # listed below in Wire information will begin with 75)

Methods of Payment:

1) **CHECK - Please send payment accordingly for receipt at least 3 days prior to due date, to ensure payment to bondholder on payment date.**

Debt Service Due Date to: Old National Wealth Management
Attn: Corporate Trust Services-BOND
P.O. Box 207
Evansville, IN 47702

2) **CHARGE- We will need written authorization 3 BUSINESS DAYS PRIOR TO DEBT SERVICE**

DATE above to charge your ONB checking or savings account.

3) **WIRE/ACH- Please use the INSTRUCTIONS below EXACTLY as follows:**

Old National Bank in Evansville, Indiana
ABA No. 086300012
For Deposit to Old National Wealth Management
Checking Account No. 601015487
Attention: Mandy Kelle
REF: Trust Account No: 800458010-L

If funds are not received at least one day prior to Debt Service Payment Date, payment to the bondholder will be delayed. Any resulting interest charges will be your responsibility. If you have any questions, please contact Shannon Perry 812-461-9741 or Mandy Kelle 812-464-1350.

OLD NATIONAL WEALTH MANAGEMENT
Shannon M. Perry, SVP Director Corporate Trust

12/10/2025

CITY OF CHARLESTOWN REDEVELOPMENT
304 MAIN CROSS ST
CHARLESTOWN IN 47111

Re: CITY OF CHARLESTOWN REDEVELOPMENT 2021

Debt service on the above referenced bond issue will be due on
(the "Payment Date") in the amounts listed below: 02/01/2026

Interest Due \$	\$11,623.50
Principal Due \$	\$55,000.00
TOTAL DEBT SERVICE DUE: \$	\$66,623.50
LEASE RENTAL PAYMENT DUE:	\$67,000.00

*#4445
Redevelopment
D miles*

PLEASE NOTE - If you have a Lease Agreement, then the amount of your payment will be your lease rental payment regardless of the amount of Debt Service due. If you have misplaced the Lease Rental Schedule, we will be happy to provide you with a copy. If this issue has been defeased and an Escrow Account was funded, we will automatically pay the bondholder with those funds. (Trust acct # listed below in Wire information will begin with 75)

Methods of Payment:

1) CHECK - Please send payment accordingly for receipt at least 3 days prior to due date, to ensure payment to bondholder on payment date.

Debt Service Due Date to: Old National Wealth Management
Attn: Corporate Trust Services-BOND
P.O. Box 207
Evansville, IN 47702

2) CHARGE- We will need written authorization 3 BUSINESS DAYS PRIOR TO DEBT SERVICE DATE above to charge your ONB checking or savings account.

3) WIRE/ACH- Please use the INSTRUCTIONS below EXACTLY as follows:

Old National Bank in Evansville, Indiana
ABA No. 086300012
For Deposit to Old National Wealth Management
Checking Account No. 601015487
Attention: Mandy Kelle
REF: Trust Account No: 800457012-L

If funds are not received at least one day prior to Debt Service Payment Date, payment to the bondholder will be delayed. Any resulting interest charges will be your responsibility. If you have any questions, please contact Shannon Perry 812-461-9741 or Mandy Kelle 812-464-1350.

OLD NATIONAL WEALTH MANAGEMENT
Shannon M. Perry, SVP Director Corporate Trust

Accounts Payable Voucher

VOUCHER NO. 114444 WARRANT NO. 60378 DATE ALLOWED 01/09/2026 IN THE SUM OF \$ 573.75
Mo. Day Yr.

CITY OF CHARLESTOWN

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee

246 CNA SURETY PO BOX 957312 ST LOUIS MO 63195-7312	Terms Date Due 01/09/2026
------------------------------------------------------------------	---------------------------------------

V	W
#	#
1	6
1	0
4	3
4	7
4	8

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	PO NUMBER	DESCRIPTION <small>(or note attached invoice(s) or bill(s))</small>	AMOUNT
01/09/2026	BOND #71230325	4445001490.000			CNA SURETY BOND	573.75

TOTAL 573.75

CITY OF CHARLESTOWN	
Favor Of CNA SURETY	
Total Amount of Voucher	\$ 573.75
Deductions	
Total Amount of Warrant	\$ 573.75
Month of _____, _____	

VOUCHER RECORD	ACCT #			
Total				

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

Mo. Day Yr.	Signature	Officer/Title
<u>01-09-26</u>	<i>Donna S. Comer</i>	CLERK TREASURER
Mo. Day Yr.	Signature	Officer/Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Board/Council Members



Billing Questions (888) 866-2666
Email info@cnasurety.com

Final Notice of Premium Due 01/01/2026

If you have recently submitted your payment, please disregard this billing invoice.

Premium \$573.75

CITY OF CHARLESTOWN REDEVELOPMENT BOARD
366 MAIN CROSS ST.
CHARLESTOWN, IN 47111

Amount Due \$573.75

Bond Detail

Bond # 71230325 Obligee OBLIGEE ADDRESS UNKNOWN
Company Western Surety Company
Term Dates 01/01/2026 to 12/31/2026
Bond Amount \$90,000.00
Description IN P E Position Schedule (6)

Redevelopment

Agent Information

Messages

Double Eagle Insurance, L L C
2305 W. Michigan St.
Evansville, IN 47712
Phone : (812)471-3800

Payment Instructions



- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

APPLICATION AND CERTIFICATE FOR PAYMENT

Redevelopment

TO OWNER: City of Charlestown- Redevelopment Commission
304 Main Cross Street
Charlestown, IN 47111

FROM CONTRACTOR: LIBS PAVING COMPANY, INC.
6931 ATKINS ROAD
FLOYDS KNOBS, IN 47119

CONTRACT FOR: Madison St. & Green Alley

PROJECT: Madison St & Green Alley

VIA ENGINEER:

APPLICATION NUMBER: 1
PERIOD FROM: 9/1/2025
PERIOD TO: 11/30/2025

CONTRACT DATE:

ARCHITECT JOB NO.

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONSTRUCTION MANAGER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 259,924.38
2. Net Change By Change Orders..... _____
3. CONTRACT SUM TO DATE (Line 1 +2)..... \$ 259,924.38
4. TOTAL COMPLETED & STORED TO DATE..... \$ 156,053.95
(Column G on G703)
5. RETAINAGE:
 - a. 10% of Completed Work \$ 15,605.40
(Columns D & E on G703)
 - b. 10% % of Stored Material \$ -
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 15,605.40
6. TOTAL EARNED LESS RETAINAGE..... \$ 140,448.56
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) _____
8. CURRENT PAYMENT DUE \$ 140,448.56
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 119,475.83

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	\$0.00	
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: [Signature] DATE 12/23/25

State of: Indiana County of: Floyd

Subscribed and sworn before me this 23 day of December 2025

Notary Public: [Signature]

My Commission Expires: 03/30/2029

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 140,448.56

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR:

By: Rachel M. Henry Date: 12/23/2025

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



MADISON STREET & GREEN ALLEY PROJECTS- Pay APP #1

City of Charlestown Redevelopment Commission

Name of Local :

Project A: Madison Street from Main Street to Green Alley										
Item #	Items	Description	Unit	Bid QTY	Unit Price	Totals	QTY this Est.	Ext. this estimate	QTY to Date	Ext. to Date
10	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	0.5	\$ 2,500.00
20	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$12,000.00	\$ 12,000.00	0.5	\$ 6,000.00	0.5	\$ 6,000.00
30	201-52370	CLEARING RIGHT OF WAY	LS	1	\$10,000.00	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
40	202-02240	PAVEMENT REMOVAL	SYS	120	\$ 50.00	\$ 6,000.00	90	\$ 4,500.00	90	\$ 4,500.00
50	203-02000	EXCAVATION, COMMON	CYS	85	\$ 95.00	\$ 8,075.00	67.6	\$ 6,422.00	67.6	\$ 6,422.00
60	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	50	\$ 70.00	\$ 3,500.00	25	\$ 1,750.00	25	\$ 1,750.00
70	207-09935	SUBGRADE TREATMENT, TYPE IC	SYS	154	\$ 80.00	\$ 12,320.00	77	\$ 6,160.00	77	\$ 6,160.00
80	211-09264	Structure Backfill, Type 1	CYS	264	\$ 1.00	\$ 264.00	26	\$ 26.00	26	\$ 26.00
90	213-09269	FLOWABLE FILL (PIPES UNDER ROAD)	CYS	130	\$ 1.00	\$ 130.00		\$ -		\$ -
100	214-12238	GEOTEXTILE FOR PAVEMENT, TYPE 2A	SYS	154	\$ 10.00	\$ 1,540.00	77	\$ 770.00	77	\$ 770.00
110	302-07455	DENSE GRADED SUBBASE	CYS	8	\$ 150.00	\$ 1,200.00	4	\$ 600.00	4	\$ 600.00
120	303-01180	COMPACTED AGGREGATE NO. 53	TON	17	\$ 110.00	\$ 1,870.00	38	\$ 4,180.00	38	\$ 4,180.00
130	304-07493	WIDENING WITH HMA, TYPE B	TON	55	\$ 195.00	\$ 10,725.00		\$ -		\$ -
140	304-07493	WIDENING WITH HMA, TYPE B	TON	55	\$ 195.00	\$ 10,725.00		\$ -		\$ -
150	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	316	\$ 20.00	\$ 6,320.00		\$ -		\$ -
160	401-10258	Joint Adhesive, Surface	LFT	2,740	\$ 0.01	\$ 27.40		\$ -		\$ -
170	406-05520	ASPHALT FOR TACK COAT	TON	0	\$ 700.00	\$ -		\$ -		\$ -
180	604-06070	SIDEWALK, CONCRETE	SYS	116	\$ 65.00	\$ 7,540.00	70.7	\$ 4,595.50	70.7	\$ 4,595.50
190	604-08086	CURB RAMP, CONCRETE	SYS	11	\$ 125.00	\$ 1,375.00	25.41	\$ 3,176.25	25.41	\$ 3,176.25
200	604-12083	DETECTABLE WARNING SURFACES	SYS	50	\$ 25.00	\$ 1,250.00	3.33	\$ 83.25	3.33	\$ 83.25
210	605-06140	CURB AND GUTTER, CONCRETE	LFT	723	\$ 28.00	\$ 20,244.00	255.75	\$ 7,161.00	255.75	\$ 7,161.00
220	610-09108	PCCP FOR APPROACHES, 6 IN	SYS	50	\$ 95.00	\$ 4,750.00	50.08	\$ 4,757.60	50.08	\$ 4,757.60
230	621-06567	WATER	KGAL	1	\$ 25.00	\$ 25.00		\$ -		\$ -
240	621-06574	Sodding	SYS	254	\$ 25.00	\$ 6,350.00		\$ -		\$ -
250	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	40	\$ 225.00	\$ 9,000.00	41.75	\$ 9,393.75	41.75	\$ 9,393.75
260	720-45410	MANHOLE, TYPE C4	EA	1	\$ 7,000.00	\$ 7,000.00	1	\$ 7,000.00	1	\$ 7,000.00
270	720-98174	INLET, B15	EA	2	\$ 6,500.00	\$ 13,000.00	2	\$ 13,000.00	2	\$ 13,000.00
280	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EA	2	\$ 175.00	\$ 350.00	2	\$ 350.00	2	\$ 350.00
290	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN.	LFT	458	\$ 3.00	\$ 1,374.00		\$ -		\$ -
300	801-06640	CONSTRUCTION SIGN, A	EACH	7	\$ 150.00	\$ 1,050.00	7	\$ 1,050.00	7	\$ 1,050.00
310	801-06645	CONSTRUCTION SIGN, B	EACH	2	\$ 100.00	\$ 200.00	2	\$ 200.00	2	\$ 200.00
320	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	0.5	\$ 2,500.00
330	801-07119	BARRICADE, TYPE III	LFT	6	\$ 18.00	\$ 108.00	6	\$ 108.00	6	\$ 108.00
340	801-07612	TEMPORARY PAVEMENT MARKING, 24 IN.	LFT	16	\$ 20.00	\$ 320.00		\$ -		\$ -
350	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	43	\$ 50.00	\$ 2,150.00		\$ -		\$ -
360	802-76055	SIGN POST, A	LFT	71	\$ 10.00	\$ 710.00		\$ -		\$ -
370	808-12274	TRANSVERSE MARKING, THERMOPLASTIC, PARKING	LFT	38	\$ 25.00	\$ 950.00		\$ -		\$ -
380	808-75015	LINE, THERMOPLASTIC, SOLID, WHITE, 12 IN.	LFT	52	\$ 4.00	\$ 208.00		\$ -		\$ -
390	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	LFT	434	\$ 2.00	\$ 868.00		\$ -		\$ -
400	808-75256	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH	LFT	112	\$ 3.00	\$ 336.00		\$ -		\$ -
410	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE,	LFT	12	\$ 15.00	\$ 180.00		\$ -		\$ -
420	808-75325	PAVEMENT MESSAGE MARKING,	EA	1	\$ 200.00	\$ 200.00		\$ -		\$ -
		Project A: TOTALS						\$ 96,283.35		\$ 96,283.35
Project B: Green Alley from Madison Street to Harrison Street										

Items :	Items :	Description	Unit	QTY	Unit Price	Totals	QTY this Est.	Ext. this estimate	QTY to Date	Ext. to Date
500	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$3,500.00	\$ 3,500.00	1	\$ 3,500.00	1	\$ 3,500.00
510	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$12,000.00	\$ 12,000.00	1	\$ 12,000.00	1	\$ 12,000.00
520	203-02000	EXCAVATION, COMMON	CYS	84	\$95.00	\$ 95.00	84	\$ 7,980.00	84	\$ 7,980.00
530	205-06933	TEMPORARY INLET PROTECTION	EA	1	\$100.00	\$ 200.00	1	\$ 100.00	1	\$ 100.00
540	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	48	\$70.00	\$ 70.00	48	\$ 3,360.00	48	\$ 3,360.00
550	302-07455	DENSE GRADED SUBBASE	CYS	8	\$150.00	\$ 150.00	8	\$ 1,200.00	8	\$ 1,200.00
560	303-01180	COMPACTED AGGREGATE NO. 53	TON	24	\$110.00	\$ 110.00	24	\$ 2,640.00	24	\$ 2,640.00
570	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	589	\$20.00	\$ 20.00		\$ -		\$ -
580	401-07322	HMA, SURFACE, 9.5 mm	TON	49	\$195.00	\$ 195.00		\$ -		\$ -
590	401-10258	Joint Adhesive, Surface	LFT	2298	\$0.01	\$ 0.01		\$ -		\$ -
600	406-05520	ASPHALT FOR TACK COAT	TON	0.20	\$700.00	\$ 700.00		\$ -		\$ -
610	605-06140	CURB AND GUTTER, CONCRETE	LFT	329	\$28.00	\$ 28.00	354.75	\$ 9,933.00	354.75	\$ 9,933.00
620	610-09108	PCCP FOR APPROACHES, 6 IN	SYS	48	\$95.00	\$ 95.00	50.08	\$ 4,757.60	50.08	\$ 4,757.60
630	621-06567	WATER	MGAL	1	\$25.00	\$ 25.00		\$ -		\$ -
640	621-06574	Sodding	SYS	147	\$25.00	\$ 25.00		\$ -		\$ -
650	715-05118	PIPE, TYPE 1, CIRCULAR, 12 IN.	LFT	12	\$225.00	\$ 225.00	12	\$ 2,700.00	12	\$ 2,700.00
660	720-98174	INLET, B15	EA	1	\$6,000.00	\$ 6,000.00	1	\$ 6,000.00	1	\$ 6,000.00
670	801-06640	CONSTRUCTION SIGN, A	EACH	4	\$150.00	\$ 150.00	4	\$ 600.00	4	\$ 600.00
680	801-06775	MAINTAINING TRAFFIC	LS	1	\$5,000.00	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00
690	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	13	\$35.00	\$ 35.00		\$ -		\$ -
700	802-76055	SIGN POST, A	LFT	29	\$25.00	\$ 25.00		\$ -		\$ -
710	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE	LFT	24	\$15.00	\$ 15.00		\$ -		\$ -
Project B: TOTALS								\$ 59,770.60		\$ 59,770.60

TOTAL of Both Projects	\$ 156,053.95	\$ 156,053.95
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Redevelopment

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Charlestown- Redevelopment Commission
304 Main Cross Street
Charlestown, IN 47111

PROJECT: Madison St & Green Alley

APPLICATION NUMBER: 2
PERIOD FROM: 12/1/2025
PERIOD TO: 12/20/2025

FROM CONTRACTOR: LIBS PAVING COMPANY, INC.
6931 ATKINS ROAD
FLOYDS KNOBS, IN 47119

VIA ENGINEER:

CONTRACT DATE:

CONTRACT FOR: Madison St. & Green Alley

ARCHITECT JOB NO.

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 CONSTRUCTION MANAGER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 259,924.38
- 2. Net Change By Change Orders.....
- 3. CONTRACT SUM TO DATE (Line 1 +2)..... \$ 259,924.38
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 201,270.50
(Column G on G703)
- 5. RETAINAGE:
 - a. 5% of Completed Work \$ 10,063.53
(Columns D & E on G703)
 - b. % of Stored Material \$ -
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 10,063.53
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 191,206.98
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 140,448.56
- 8. CURRENT PAYMENT DUE \$ 50,758.42
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 68,717.41

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	50.00	
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
BY: [Signature] DATE 12/23/25

State of: Indiana County of: Floyd
Subscribed and sworn before me this 23 day of December 2025
Notary Public: [Signature]
My Commission Expires: 03/30/2029

CERTIFICATE FOR PAYMENT

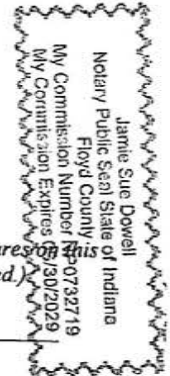
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 50,758.42
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR:
By: Rachel M. Henry Date: 12/23/2025

ARCHITECT:
By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



MADISON STREET & GREEN ALLEY PROJECTS- Pay APP #2 Dates 12-01-2025-12-18-2025

Name of Local :

City of Charlestown Redevelopment Commission

Project A: Madison Street from Main Street to Green Alley

Item #	Items :	Description	Unit	Bid QTY	Unit Price	Totals	QTY this Est.	Ext. this estimate	QTY to Date	Ext. to Date
10	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	1	\$ 5,000.00
20	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$12,000.00	\$ 12,000.00	0.5	\$ 6,000.00	1	\$ 12,000.00
30	201-52370	CLEARING RIGHT OF WAY	LS	1	\$10,000.00	\$ 10,000.00		\$ -	1	\$ 10,000.00
40	202-02240	PAVEMENT REMOVAL	SYS	120	\$ 50.00	\$ 6,000.00	30	\$ 1,500.00	120	\$ 6,000.00
50	203-02000	EXCAVATION, COMMON	CYS	85	\$ 95.00	\$ 8,075.00	17.4	\$ 1,653.00	85	\$ 8,075.00
60	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	50	\$ 70.00	\$ 3,500.00		\$ -	25	\$ 1,750.00
70	207-09935	SUBGRADE TREATMENT, TYPE IC	SYS	154	\$ 80.00	\$ 12,320.00		\$ -	77	\$ 6,160.00
80	211-09264	Structure Backfill, Type 1	CYS	264	\$ 1.00	\$ 264.00		\$ -	26	\$ 26.00
90	213-09269	FLOWABLE FILL (PIPES UNDER ROAD)	CYS	130	\$ 1.00	\$ 130.00	2	\$ 2.00	2	\$ 2.00
100	214-12238	GEOTEXTILE FOR PAVEMENT, TYPE 2A	SYS	154	\$ 10.00	\$ 1,540.00	77	\$ 770.00	154	\$ 1,540.00
110	302-07455	DENSE GRADED SUBBASE	CYS	8	\$ 150.00	\$ 1,200.00	4	\$ 600.00	8	\$ 1,200.00
120	303-01180	COMPACTED AGGREGATE NO. 53	TON	17	\$ 110.00	\$ 1,870.00		\$ -	38	\$ 4,180.00
130	304-07493	WIDENING WITH HMA, TYPE B	TON	55	\$ 195.00	\$ 10,725.00	40	\$ 7,800.00	40	\$ 7,800.00
140	304-07493	WIDENING WITH HMA, TYPE B	TON	55	\$ 195.00	\$ 10,725.00		\$ -		\$ -
150	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	316	\$ 20.00	\$ 6,320.00		\$ -		\$ -
160	401-10258	Joint Adhesive, Surface	LFT	2,740	\$ 0.01	\$ 27.40		\$ -		\$ -
170	406-05520	ASPHALT FOR TACK COAT	TON	0	\$ 700.00	\$ -		\$ -		\$ -
180	604-06070	SIDEWALK, CONCRETE	SYS	116	\$ 65.00	\$ 7,540.00	2.92	\$ 189.80	73.62	\$ 4,785.30
190	604-08086	CURB RAMP, CONCRETE	SYS	11	\$ 125.00	\$ 1,375.00	5.83	\$ 728.75	31.24	\$ 3,905.00
200	604-12083	DETECTABLE WARNING SURFACES	SYS	50	\$ 25.00	\$ 1,250.00		\$ -	3.33	\$ 83.25
210	605-06140	CURB AND GUTTER, CONCRETE	LFT	723	\$ 28.00	\$ 20,244.00	191	\$ 5,348.00	446.75	\$ 12,509.00
220	610-09108	PCCP FOR APPROACHES, 6 IN	SYS	50	\$ 95.00	\$ 4,750.00		\$ -	50.08	\$ 4,757.60
230	621-06567	WATER	KGAL	1	\$ 25.00	\$ 25.00		\$ -		\$ -
240	621-06574	Sodding	SYS	254	\$ 25.00	\$ 6,350.00	246	\$ 6,150.00	246	\$ 6,150.00
250	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	40	\$ 225.00	\$ 9,000.00		\$ -	41.75	\$ 9,393.75
260	720-45410	MANHOLE, TYPE C4	EA	1	\$ 7,000.00	\$ 7,000.00		\$ -	1	\$ 7,000.00
270	720-98174	INLET, B15	EA	2	\$ 6,500.00	\$ 13,000.00		\$ -	2	\$ 13,000.00
280	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EA	2	\$ 175.00	\$ 350.00		\$ -	2	\$ 350.00
290	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN.	LFT	458	\$ 3.00	\$ 1,374.00		\$ -		\$ -
300	801-06640	CONSTRUCTION SIGN, A	EACH	7	\$ 150.00	\$ 1,050.00		\$ -	7	\$ 1,050.00
310	801-06645	CONSTRUCTION SIGN, B	EACH	2	\$ 100.00	\$ 200.00		\$ -	2	\$ 200.00
320	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	1	\$ 5,000.00
330	801-07119	BARRICADE, TYPE III	LFT	6	\$ 18.00	\$ 108.00		\$ -	6	\$ 108.00
340	801-07612	TEMPORARY PAVEMENT MARKING, 24 IN.	LFT	16	\$ 20.00	\$ 320.00	28	\$ 560.00	28	\$ 560.00
350	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	43	\$ 50.00	\$ 2,150.00	43	\$ 2,150.00	43	\$ 2,150.00
360	802-76055	SIGN POST, A	LFT	71	\$ 10.00	\$ 710.00	71	\$ 710.00	71	\$ 710.00
370	808-12274	TRANSVERSE MARKING, THERMOPLASTIC, PARKING	LFT	38	\$ 25.00	\$ 950.00		\$ -		\$ -
380	808-75015	LINE, THERMOPLASTIC, SOLID, WHITE, 12 IN.	LFT	52	\$ 4.00	\$ 208.00		\$ -		\$ -
390	808-75043	LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN.	LFT	434	\$ 2.00	\$ 868.00		\$ -		\$ -
400	808-75256	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH	LFT	112	\$ 3.00	\$ 336.00		\$ -		\$ -
410	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE,	LFT	12	\$ 15.00	\$ 180.00		\$ -		\$ -
420	808-75325	PAVEMENT MESSAGE MARKING,	EA	1	\$ 200.00	\$ 200.00		\$ -		\$ -
		Project A: TOTALS						\$ 39,161.55		\$ 135,444.90

Project B: Green Alley from Madison Street to Harrison Street

Items :	Items :	Description	Unit	QTY	Unit Price	Totals	QTY this Est.	Ext. this estimate	QTY to Date	Ext. to Date
500	105-06845	CONSTRUCTION ENGINEERING	LS	1				\$ -		
510	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$3,500.00	\$ 3,500.00		\$ -	1	\$ 3,500.00
520	203-02000	EXCAVATION, COMMON	CYS	84	\$12,000.00	\$ 12,000.00		\$ -	1	\$ 12,000.00
530	205-06933	TEMPORARY INLET PROTECTION	EA	1	\$95.00	\$ 95.00		\$ -	84	\$ 7,980.00
540	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	48	\$100.00	\$ 200.00		\$ -	1	\$ 100.00
550	302-07455	DENSE GRADED SUBBASE	CYS	8	\$70.00	\$ 70.00		\$ -	48	\$ 3,360.00
560	303-01180	COMPACTED AGGREGATE NO. 53	CYS	8	\$150.00	\$ 150.00		\$ -	8	\$ 1,200.00
570	306-08034	MILLING, ASPHALT, 1 1/2 IN.	TON	24	\$110.00	\$ 110.00		\$ -	24	\$ 2,640.00
580	401-07322	HMA, SURFACE, 9.5 mm	TON	49	\$20.00	\$ 20.00		\$ -		\$ -
590	401-10258	Joint Adhesive, Surface	LFT	2298	\$195.00	\$ 195.00		\$ -		\$ -
600	406-05520	ASPHALT FOR TACK COAT	LFT	0.20	\$0.01	\$ 0.01		\$ -		\$ -
610	605-06140	CURB AND GUTTER, CONCRETE	TON	0.20	\$700.00	\$ 700.00		\$ -		\$ -
620	610-09108	PCCP FOR APPROACHES, 6 IN	SYS	48	\$28.00	\$ 28.00		\$ -	354.75	\$ 9,933.00
630	621-06567	WATER	KGAL	48	\$95.00	\$ 95.00		\$ -	50.08	\$ 4,757.60
640	621-06574	Sodding	EA	1	\$25.00	\$ 25.00		\$ -		\$ -
650	715-05118	PIPE, TYPE 1, CIRCULAR, 12 IN.	SYS	147	\$25.00	\$ 25.00	195	\$ 4,875.00	195	\$ 4,875.00
660	720-98174	INLET, B15	LFT	12	\$225.00	\$ 225.00		\$ -	12	\$ 2,700.00
670	801-06640	CONSTRUCTION SIGN, A	EA	1	\$6,000.00	\$ 6,000.00		\$ -	1	\$ 6,000.00
680	801-06775	MAINTAINING TRAFFIC	EACH	4	\$150.00	\$ 150.00		\$ -	4	\$ 600.00
690	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	LS	1	\$5,000.00	\$ 5,000.00		\$ -	1	\$ 5,000.00
700	802-76055	SIGN POST, A	SFT	13	\$35.00	\$ 35.00	13	\$ 455.00	13	\$ 455.00
710	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE,	LFT	29	\$25.00	\$ 25.00	29	\$ 725.00	29	\$ 725.00
		Project B: TOTALS		24	\$15.00	\$ 15.00		\$ -		\$ -
							\$	6,055.00	\$	65,825.60

TOTAL of Both Projects	\$ 45,216.55	\$ 201,270.50
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duke-energy.com
800.774.1202

Your Energy Hub

Service address
CITY OF CHARLESTOWN
301 PIKE ST
CHARLESTOWN IN 47111

Bill date Jan 9, 2026
For service Dec 9 - Jan 7
30 days

Account number 9101 2069 1268

- Final Bill

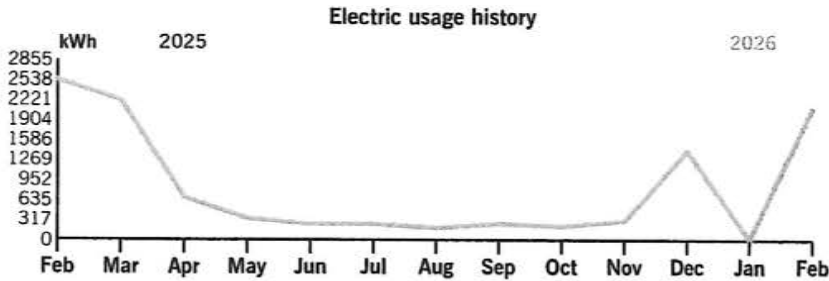
Previous Amount Due	\$231.41
<i>Payment Received Jan 05</i>	-231.41
Current Electric Charges	338.84
Total Amount Due Jan 30	\$338.84



Thank you for your payment.

Please note that all unpaid balances are transferred to a third-party collection agency along with account contact information, which may include email. If the email address we have on file is accessible by others (i.e., family members, employees, etc.) it's possible they could view any future correspondence from this third-party. To opt-out of email communications, please contact Duke Energy within thirty-five days from the date this bill was issued.

Redevelopment
Army Urbato



Average temperature in degrees

38° 51° 59° 64° 76° 81° 75° 71° 60° 47° 38° 37° 0

	Current Month	Feb 2025	12-Month Usage	Avg Monthly Usage
Electric (kWh)	2,094	2,538	8,183	682
12-month usage based on most recent history				

Current electric usage for meter number 321725495	
Actual reading on Jan 7	94379
Previous reading on Dec 9	- 92285
Energy Used	2,094 kWh
Billed kWh	2,094.000 kWh



A kilowatt-hour (kWh) is a measure of the energy used by a 1,000-watt appliance in one hour. A 10-watt LED lightbulb would take 100 hours to use 1 kWh.

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a 3.0% late charge.



Billing details - Electric

Billing Period - Dec 09 25 to Jan 07 26	
Meter - 321725495	
Connection Charge	\$13.91
Energy Charge	
300.000 kWh @ \$0.17861200	53.58
Energy Charge	
700.000 kWh @ \$0.16567700	115.97
Energy Charge	
1,094.000 kWh @ \$0.15051700	164.67
Rider No. 60 Fuel Cost Adjustment	
2,094.000 kWh @ \$0.00609000	12.75
Rider No. 62 Environmental Compliance Adjustment	
2,094.000 kWh @ \$-0.00390300	-8.17
Rider No. 65 Trans and Distrib Infrastructure Improvement Cost Rate Adj	
2,094.000 kWh @ \$0.00187400	3.92
Rider No. 66 Energy Efficiency Revenue Adjustment	
2,094.000 kWh @ \$0.00194900	4.08
Rider No. 67 Credits Adjustment	
2,094.000 kWh @ \$-0.01247700	-26.13
Rider No. 68 Regional Transmission Operator (RTO) Non-Fuel Costs and Revenue Adj	
2,094.000 kWh @ \$0.00211100	4.42
Rider No. 70 Reliability Adjustment	
2,094.000 kWh @ \$0.00101000	2.11
Rider No. 73 Renewable Energy Project Revenue Adjustment	
2,094.000 kWh @ \$0.00002700	0.06
Rider No. 74 Load Control Adj Rider	
2,094.000 kWh @ \$-0.00111300	-2.33
Total Current Charges	\$338.84

Your current rate is Commercial Service (CS).

For a complete listing of all Indiana rates and riders, visit duke-energy.com/rates

ib.del.duke.bills.20260108231927.33.a.fp-34543-000005798





1/12/2026

City of Charlestown Redevelopment Commission Obligation 2022
Shadow Lake Project
304 Main Cross St.
Charlestown, IN 47111

*Redevelopment
@ Miles*

Principal & Interest Payment Notice #9276009-38550

A principal payment of \$92,000 and an interest payment of \$84,243.40 for a total of \$176,243.40 is scheduled for the Obligation 2022 Shadow Lake Project. The payment will be due on February 1, 2026.

Please mail payment to 1059 Market St., Charlestown, IN 47111, attn. Jennifer Draggoo.

Should you have any questions regarding this billing notice, please contact me at the email below or (812) 800-1988.

Sincerely,

Jennifer Draggoo
Commercial Loan Assistant
jdraggoo@newwashbank.com





301 Southern Indiana Avenue
Jeffersonville, IN 47130



00000225 T12820NTC01172603024 01 000000000 0000279 001

CITY OF CHARLESTOWN
ATTN: DONNA COOMER
304 MAIN CROSS ST
CHARLESTOWN IN 47111-1230

- Phone: 1-833-372-4968
- Mailing Address: 301 Southern Indiana Avenue, Jeffersonville, IN 47130
- Visit Us Online: www.fsbbank.net
- Email: info@fsbbank.net
- Find Us On:

BILLING NOTICE

ACCOUNT INFORMATION

Type:	COMMERCIAL	Date:	1/16/2026
Account Number:	4120302465	Banking Office:	Clarksville
Maturity Date:	2/1/2043		
Principal Due:	\$40,000.00	Beginning Balance:	\$2,525,000.00
Interest Due:	\$86,967.22	Ending Balance:	\$2,485,000.00
Other Fees/Charges:	\$0.00	Interest Rate:	7.000000%
Past Due Amount:	\$0.00	Interest Paid YTD:	\$0.00
Total Due:	\$126,967.22	Due Date:	2/1/2026

Current Period Transactions

Date	Description	Principal	Interest	Escrow	Other
7/30/2025	REGULAR PAYMENT	\$40,000.00	\$88,367.23	\$0.00	\$0.00

D Miles
Redevelopment
Forest Edge

00000225 0000225 0001-0001



8440 Allison Pointe Blvd., Suite 200
 Indianapolis, Indiana 46250
 Bus. (317) 895-2585
 Fax (317) 895-2596

June Hooper
 01/15/2026
R. DeWitt

Charlestown, City of
 Derek Coombs
 304 Main Cross Street
 Charlestown, IN 47111

Invoice number 24415-13
 Date 01/07/2026

Project **24-415 High Jackson Road Roundabout**

For Professional Services rendered after November 28, 2025 through December 26, 2025

4445

Email Invoice

High Jackson Road Roundabout
 Original Agreement, dated 12/03/2024 = \$333,300.00

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase I					
Design Survey	29,500.00	100.00	29,500.00	29,500.00	0.00
State Environ. Doc. (0%-50%)	6,000.00	100.00	6,000.00	6,000.00	0.00
Road Design & Plans (0%-50%)	97,600.00	100.00	97,600.00	97,600.00	0.00
Utility Coord. (0%-50%)	17,400.00	90.00	13,920.00	15,660.00	1,740.00
Subtotal	150,500.00	98.84	147,020.00	148,760.00	1,740.00
Phase II					
State Environ. Doc. (50%-100%)	6,000.00	100.00	5,264.00	6,000.00	736.00
Geotechnical Investigation	15,100.00	73.71	0.00	11,129.50	11,129.50
CSG Permit	8,900.00	0.00	0.00	0.00	0.00
Road Design & Plans (50%-90%)	78,000.00	0.00	0.00	0.00	0.00
Lighting Design & Plans (0%-90%)	11,300.00	0.00	0.00	0.00	0.00
Utility Coord. (50%-90%)	13,900.00	0.00	0.00	0.00	0.00
Subtotal	133,200.00	12.86	5,264.00	17,129.50	11,865.50
Phase III					
Road Design & Plans (90%-100%)	19,500.00	0.00	0.00	0.00	0.00
Lighting Design & Plans (90%-100%)	1,300.00	0.00	0.00	0.00	0.00
Utility Coord. (90%-100%)	3,400.00	0.00	0.00	0.00	0.00
Bidding Services	10,300.00	0.00	0.00	0.00	0.00
Post-Bid Services	15,100.00	0.00	0.00	0.00	0.00
Subtotal	49,600.00	0.00	0.00	0.00	0.00
Total	333,300.00	49.77	152,284.00	165,889.50	13,605.50

Invoice total **13,605.50**

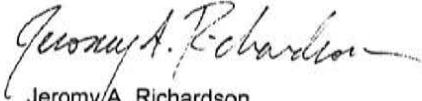
Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24415-12	12/10/2025	2,215.00	2,215.00				

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24415-13	01/07/2026	13,605.50	13,605.50				
	Total	15,820.50	15,820.50	0.00	0.00	0.00	0.00

Approved by:



Jeromy A. Richardson
Manager Road Department



P.O. Box 70087
Louisville, KY 40270-0087
(502) 589-5400
Facsimile (502) 581-1087
FBT Gibbons LLP | www.FBTGibbons.com

Charlestown Indiana Redevelopment Commission
Mayor Treva Hodges
304 Main Cross Street
Charlestown, IN 47111

Fed # 61-0722001
January 12, 2026
Invoice # 210622562
Account # 0141852.0744768

RE: General for Charlestown Ind Redevelopment Commission

****Confidential-Attorney-Client Privilege****

For Professional Services Rendered Through December 31, 2025	666.00
TOTAL THIS INVOICE:	666.00

Treva Hodges
01/14/2026

Redevelopment

4445

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTGibbons.com

Wire Transfer Information:

Account Name: FBT Gibbons LLP

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: 821609195 – Routing Number: 042000013 – Swift Number: USBKUS44IMT

Confidential-Attorney-Client Privilege				
Date	Tmkr	Narrative	Hours	Amount
12/01/25	MKD	Confer with A Burnette re upcoming RDC meeting.	0.10	25.00
12/02/25	MKD	Confer with J Saegesser re RDC meeting.	0.10	25.00
12/10/25	MKD	Confer with B Zoeller, A Burnette, and J Vissing re permissible uses of TIF revenues and LIT revenues for business losses; perform legal research re same.	1.30	325.00
12/10/25	BFZ	Review certain statutes under IC 36-7-14 re compensation to private business for business closure during public works project; conference with M Duncan re same; telephone call with TWG re same.	0.40	166.00
12/29/25	MKD	Confer with Jill Saegesser re TWG consultant agreement; review and provide comments to TWG consultant agreement.	0.50	125.00
Total:			2.40	\$666.00



FBT Gibbons

P.O. Box 70087
Louisville, KY 40270-0087
(502) 589-5400
Facsimile (502) 581-1087
FBT Gibbons LLP | www.FBTGibbons.com

City of Charlestown, Indiana
Mayor Treva Hodges
304 Main Cross Street
Charlestown, IN 47111

Fed # 61-0722001
January 12, 2026
Invoice # 210622548
Account # 0141852.0740428

RE: Advise City re Transfer of Water Pumping Station

****Confidential-Attorney-Client Privilege****

For Professional Services Rendered Through December 31, 2025 251.50

TOTAL THIS INVOICE: 251.50

Outstanding Invoices (see page 2 for details – if already paid please disregard) 1,069.25

TOTAL AMOUNT DUE: 1,320.75

*Treva Hodges
01/14/2026
Redemption
4445*

All amounts are in USD
Please send remittance information to AccountsReceivable@FBTGibbons.com

Wire Transfer Information:

Account Name: FBT Gibbons LLP
Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202
Account Number: 821609195 – Routing Number: 042000013 – Swift Number: USBKUS44IMT

RECAP OF OUTSTANDING INVOICES

****Confidential-Attorney-Client Privilege****

Invoice Date	Invoice Number	Balance
12/15/25	210617336	1,069.25
	TOTAL	\$1,069.25

****Confidential-Attorney-Client Privilege****

Date	Tmkr	Narrative	Hours	Amount
12/01/25	GW	Review recorded QuitClaim Deed from Clark County, Indiana. Forward to A. Burnette. Upload to NetDocs.	0.20	70.00
12/30/25	DAC	Review Indiana American Water's Report on Long-Term Plan for Private Fire Protection Service.	0.30	181.50
Total:			0.50	\$251.50



P.O. Box 70087
Louisville, KY 40270-0087
(502) 589-5400
Facsimile (502) 581-1087
www.frostbrowntodd.com

City of Charlestown, Indiana
Mayor Treva Hodges
304 Main Cross Street
Charlestown, IN 47111

Fed # 61-0722001
December 15, 2025
Invoice # 210617336
Account # 0141852.0740428

RE: Advise City re Transfer of Water Pumping Station

Confidential-Attorney-Client Privilege	
For Professional Services Rendered Through November 30, 2025	1,049.00
Expenses Through November 30, 2025	20.25
<hr/>	
TOTAL THIS INVOICE:	1,069.25

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: 821609195 – Routing Number: 042000013 – Swift Number: USBKUS44IMT

Confidential-Attorney-Client Privilege				
Date	Tmkr	Narrative	Hours	Amount
10/01/25	DAC	Email correspondence with client team concerning October meetings to approve transfer of water pump.	0.10	60.50
10/10/25	DAC	Email correspondence with Indiana American's lawyer concerning completion of due dilligence.	0.10	60.50
10/27/25	DAC	Email correspondence with Mayor Hodges and counsel for Indiana American Water Company concerning transfer of assets.	0.10	60.50
10/31/25	DAC	Review draft bill of sale and quit-claim deed from Indiana American Water Company.	0.20	121.00
11/03/25	MKD	Confer with Darren Craig, Amy Burnette, and Mayor re transfer of pump station; review and analyze title work for pump station property.	0.40	100.00
11/05/25	DAC	Email correspondence with Mayor Hodges and with counsel for Indiana American Water Company concerning quitclaim deed and bill of sale.	0.20	121.00
11/13/25	DAC	Email correspondence with Indiana American Water Company's counsel about recording original deed.	0.10	60.50
11/19/25	MKD	Confer with Amy Burnette re transfer of pump station.	0.10	25.00
11/20/25	AJB	Coordinate recording of deed to IAWC.	1.00	415.00
11/26/25	MKD	Confer with Amy Burnette re transfer of pump house property.	0.10	25.00
Total:			2.40	\$1,049.00

ITEMIZED DISBURSEMENTS

Date	Description	Amount
11/13/25	Next Day Air to Hillary Close, Barnes & Thornburg LLP; Tracking #: 886011048823	20.25
TOTAL		\$20.25



INVOICE

Underproduction Multi-Media LLC
1626 Slate Run Road
New Albany, Indiana 47150
United States

502-767-7843

Bill to

City of Charlestown Redevelopment Commision

Treva Hodges
304 Main Cross Street
Charlestown, Indiana 47111
United States

812 256 3422
mayor@cityofcharlestown.com

Invoice Number: 8918

Invoice Date: January 6, 2026

Payment Due: February 5, 2026

Amount Due (USD): \$175.00

Items	Quantity	Price	Amount
Livestream Services <u>Redevelopment</u> Commission Meeting 1/6/26	1	\$175.00	\$175.00
		Total:	\$175.00
		Amount Due (USD):	\$175.00

Redevelopment
4445
Randy Nichols

Underproduction Multi-Media LLC
1626 Slate Run Road
New Albany, Indiana 47150
United States

502-767-7843

**City of Charlestown Redevelopment
Commission**
Treva Hodges
304 Main Cross Street
Charlestown, Indiana 47111
United States

812 256 3422
mayor@cityofcharlestown.com

Invoice Number: 8914
P.O./S.O. Number: Redevelop 2025
Invoice Date: December 31, 2025
Payment Due: January 30, 2026
Amount Due (USD): \$1,750.00

 [Pay Securely Online](#)

Items	Quantity	Price	Amount
-------	----------	-------	--------

Livestream Services Redevelopment Commission Meeting 3/4, 4/1, 5/6, 6/3, 7/1, 8/5, 9/2, 10/7, 11/4, 12/2	10	\$175.00	\$1,750.00
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Total: \$1,750.00

Amount Due (USD): \$1,750.00

[Pay Securely Online](#)

4445



link.waveapps.com/chjgbk-2ukjtp

Notes / Terms

Using a credit card to pay invoice will result in an additional invoice of 5% of the invoice to offset merchant services fees

Treva Hodges
01/02/2026
Redevelopment



THE WHEATLEY GROUP

ECONOMIC DEVELOPMENT STRATEGY SPECIALISTS

The Wheatley Group

BILL TO

Donna Coomer
City of Charlestown
304 Main Cross Street
Charlestown, IN 47111

INVOICE

2252

DATE

01/29/2026

DATE	DESCRIPTION	AMOUNT
01/01/2026	January 2026 Services	7,500.00
01/06/2026	January 6, 2026 Meeting Minutes	100.00
01/15/2026	January 15, 2026 Executive Session Meeting Minutes	100.00

BALANCE DUE

\$7,700.00

Handwritten signature: J. H. H.
02/05/2026
Re development

The Wheatley Group
5150 Charlestown Rd, Suite 1A
New Albany, IN 47150

Tax ID Number
47-2781420
Page 1 of 1

Accounts Payable Voucher

VOUCHER NO. 114752

WARRANT NO.

DATE ALLOWED 02/10/2026
Mo. Day Yr.

IN THE SUM OF \$ 11421.80

CITY OF CHARLESTOWN

V	W
#	#
1	
1	
4	
7	
5	
2	

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, rate per hour, number of units, price per unit, etc.

Payee

778 HMB PROFESSIONAL ENGINEERS INC 3 HMB CIRCLE FRANKFORT KY 40601	Terms Date Due 02/10/2026
---------------------------------------------------------------------------------	----------------------------------

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	PO NUMBER	DESCRIPTION (or note attached invoice(s) or bill(s))	AMOUNT
01/15/2026	1427-0107	4445001490.000			GREEN ALLEY IMPROVEMENTS	4498.60
01/15/2026	14	4445001490.000			MADISON STREET RECONSTRUCTION	6923.20

TOTAL 11421.80

CITY OF CHARLESTOWN	
Favor Of HMB PROFESSIONAL ENGINEERS INC	
Total Amount of Voucher	\$ 11421.80
Deductions	
Total Amount of Warrant	\$
Month of _____	

VOUCHER RECORD	ACCT #		
Total			

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized thereon for which charge is made were ordered and received except

Mo. Day Yr. _____ Signature _____ Officer/Title _____

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

02-10-26 Mo. Day Yr. [Signature] Signature CLERK TREASURER Officer/Title

 Board/Council Members

HMB PROFESSIONAL ENGINEERS, LLC.
3 HMB CIRCLE
FRANKFORT, KY 40601
(502) 695-9800

STATEMENT OF ENGINEERING SERVICES

Charlestown Redevelopment Commission
Mr. Derek Coombs, President
304 Main Cross Street
Charlestown, IN 47111

Charlestown Redevelopment Commission
Green Alley Improvements
HMB Project No. 1427.001
January 15, 2026
Invoice No. 1427-0107

Scope of Services

Professional Services related to Charlestown Redevelopment Commission, Green Alley Improvements.

<u>Green Alley Improvements</u>	<u>FEE</u>	<u>PERCENT COMPLETE</u>	<u>AMOUNT EARNED</u>	<u>PREVIOUSLY INVOICED</u>	<u>AMOUNT DUE THIS INVOICE</u>
Design Service (Curb&Gutter,No Sidewalk)	\$51,047.00	100.00%	\$51,047.00	\$51,047.00	\$0.00
Bidding Services	\$7,235.00	100.00%	\$7,235.00	\$7,235.00	\$0.00
Engineering during Construction	\$12,637.00	95.00%	\$12,005.15	\$9,477.75	\$2,527.40
CCMG Coordination (Hourly not to Exceed)	\$5,000.00	0.00%	\$3,557.50	\$3,557.50	\$ -
Construction Observation (Part-Time)	\$9,856.00	95.00%	\$9,363.20	\$7,392.00	\$1,971.20
Total	\$85,775.00		\$83,207.85	\$78,709.25	\$4,498.60

TOTAL AMOUNT DUE (Payable Upon Receipt)

\$4,498.60

Remit Payment To:
HMB Professional Engineers, LLC.
3 HMB Circle
Frankfort, KY 40601

*Handwritten signature: Derek Coombs
07/15/2026
Redevelopment*

Internal Use Only:

HMB PROFESSIONAL ENGINEERS, LLC.
3 HMB CIRCLE
FRANKFORT, KY 40601
(502) 695-9800

STATEMENT OF ENGINEERING SERVICES

Charlestown Redevelopment Commission
Mr. Derek Coombs, President
304 Main Cross Street
Charlestown, IN 47111

Charlestown Redevelopment Commission
Madison Street Reconstruction
HMB Project No. 1427.00.071
January 15, 2026
Invoice No. 14

Scope of Services

Professional Services related to Charlestown Redevelopment Commission, Madison Street Reconstruction Project.

Madison Street Reconstruction	FEE	PERCENT COMPLETE	AMOUNT EARNED	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
Survey & R/W Engineering	\$12,000.00	100.00%	\$12,000.00	\$12,000.00	\$0.00
Design	\$35,865.00	100.00%	\$35,865.00	\$35,865.00	\$0.00
Advertising & Bidding	\$6,308.00	100.00%	\$6,308.00	\$6,308.00	\$0.00
Construction Administration	\$10,826.00	95.00%	\$10,284.70	\$8,119.50	\$2,165.20
Construction Observation	\$23,790.00	95.00%	\$22,600.50	\$17,842.50	\$4,758.00
Total	\$88,789.00		\$87,058.20	\$80,135.00	\$6,923.20
Green Alley Reconstruction					
Survey	\$15,100.00	100.00%	\$15,100.00	\$15,100.00	\$0.00
Total	\$15,100.00		\$15,100.00	\$15,100.00	\$0.00
TOTAL AMOUNT DUE (Payable Upon Receipt)					\$6,923.20

Remit Payment To:
HMB Professional Engineers, LLC.
3 HMB Circle
Frankfort, KY 40601

Internal Use Only:	KYSY 1427.070	\$0.00	INHW 1427.000	\$6,923.20
	KYSY 1427.071	\$0.00		

*See Budget
07/05/2026
Redevelopment*



Confidence in the built environment.

15075 Allisonville Rd.
Noblesville, IN 46060

hwcengineering.com

City of Charlestown, IN.
304 Main Cross
Charlestown, IN 47111

January 25, 2026
Invoice No: 2502-341-A - 0000003

Project 2502-341-A Charlestown-Family Activities Park
Professional Services from January 01, 2026 to January 25, 2026

Phase	10	Survey*LS		
Fee				
Total Fee		4,500.00		
Percent Complete	100.00	Total Earned	4,500.00	
		Previous Fee Billing	3,982.50	
		Current Fee Billing	517.50	
		Total Fee		517.50
Billing Limits				
		Current	Prior	To-Date
Total Billings		517.50	3,982.50	4,500.00
Limit				4,500.00
		Total this Phase		\$517.50

Phase	20	Construction Documents*LS		
Fee				
Total Fee		12,500.00		
Percent Complete	23.00	Total Earned	2,875.00	
		Previous Fee Billing	975.00	
		Current Fee Billing	1,900.00	
		Total Fee		1,900.00
Billing Limits				
		Current	Prior	To-Date
Total Billings		1,900.00	975.00	2,875.00
Limit				12,500.00
Remaining				9,625.00
		Total this Phase		\$1,900.00
TOTAL THIS INVOICE				\$2,417.50

Outstanding Invoices

Number	Date	Balance
0000002	12/31/2025	4,742.50
Total		4,742.50

*July 14
07/05/2026
Redempt*

Project	2502-341-A	Charlestown-Family Activities Park	Invoice	0000003
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Billings to Date

	Current	Prior	Total
Fee	2,417.50	5,717.50	8,135.00
Totals	2,417.50	5,717.50	8,135.00

GM Development Companies LLC
8561 N 175 E
Springport, IN 47386
Tel 317-417-5094



INVOICE #CTWNCOMMONS03

1.26.2026

MAIL TO:

GM Development Companies LLC
Attn: Greg Martz
8561 N 175 E
Springport, IN 47386

4449 001990

PROJECT	DESCRIPTION	TOTAL
Charlestown Commons	Engineering Fees - Heritage	\$12,750.00
	Construction Mobilization - MAC	\$115,023.40
TOTAL:		\$127,773.40

Greg Martz
02/05/2026
Springport


Disbursement Request

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC (the "Developer"), and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to the "BOT Agreement" executed by and between Developer and City of Charlestown Redevelopment Commission (the "City"), the undersigned hereby requests that the City disburse transaction proceeds to the payees set forth on the attached Schedule 1 the amounts set forth on Schedule 1 for the purposes set forth on Schedule 1;
- (c) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (d) the Project Costs being paid pursuant to Schedule 1 have not been paid previously with a disbursement of transaction proceeds;
- (e) no Event of Default by Developer has occurred and is continuing under the BOT Agreement; and
- (f) this statement constitutes the approval of Developer of each disbursement hereby requested.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

GM Development Companies LLC

By: 
Gregory W. Martz, Sole Member


Charlestown RDC - Short Street Commons - BOT Disbursement #3

From Jill Saegesser <jill@thewheatleygrp.com>

Date Wed 2/4/2026 9:41 AM

To Deborah Miles <Deborah.Miles@cityofcharlestown.com>

Cc Treva Hodges <mayor@cityofcharlestown.com>; Donna Coomer <Donna.Coomer@cityofcharlestown.com>

 1 attachment (586 KB)

Charlestown Commons - Disbursement 3.pdf;

Deborah,

Please find attached a copy of Disbursement Request #3 from GM Development Companies, LLC., in the amount of \$127,773.40. Please include this for approval at the RDC meeting on Tuesday, February 10, 2026. This should be paid from the **"Redevelopment District Capital"** Fund.

Thank you,
Jill



Jill Saegesser

Vice President-
Economic Development

jill@thewheatleygrp.com

812-920-4543

5150 Charlestown Road
Suite 1A
New Albany, IN 47150

Schedule 1

PROJECT FUND DISBURSEMENTS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	GM Development Companies LLC 8561 N. County Road 175 E. Springport, IN 47386	Engineering/Construction	\$127,773.40

HERITAGE ENGINEERING, LLC



642 S. Fourth Street, Suite 100
 Louisville, KY 40202
 502-562-1412 812-280-8201

GM Development Companies LLC
 Greg Martz
 8561 N 175 E
 Springport, IN 47386

Invoice number 25045-03
 Date 01/08/2026

Project **25045 The Commons BOT -
 Charlestown, IN**

For Professional Services Rendered Through December 31, 2025

• 75% Plans

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
CONSTRUCTION PLANS	60,000.00	90.00	45,000.00	54,000.00	6,000.00	9,000.00
STRUCTURAL DESIGN	15,000.00	90.00	11,250.00	13,500.00	1,500.00	2,250.00
SWITCHBACK RAMP	10,000.00	90.00	7,500.00	9,000.00	1,000.00	1,500.00
DSDC	25,000.00	0.00	0.00	0.00	25,000.00	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	110,000.00	69.55	63,750.00	76,500.00	33,500.00	12,750.00

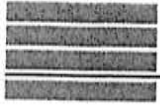
Invoice total **\$12,750.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25045-02	12/10/2025	33,750.00	33,750.00				
25045-03	01/08/2026	12,750.00	12,750.00				
	Total	46,500.00	46,500.00	0.00	0.00	0.00	0.00

Approved by:


 Scott W. Hannah



MAC
Construction & Excavating, Inc.

INVOICE # 15224

PO Box 6787 New Albany, IN 47151-6787 812-941-7895

Date: 01/19/26

Due Date: 02/18/26

Payment Terms: Net 30 Days

To: City of Charlestown
304 Main Cross Street
Charlestown, IN 47111

Contract Item	Quantity	Unit Price	Amount
Mobilization	1	LS	\$ 131,333.40

Retainage: \$ (16,310.00)

Total Due This \$ 115,023.40



January Activity Summary

Presented to: Charlestown Redevelopment Commission

February 7, 2026

Business Development/Marketing

- Continue to discuss commercial and residential development and improvements with interested parties.

Project Coordination

- Shadow Lake Development – The final cost of the lighting has been determined (see the attached invoice from the REMC). The agreement is being finalized with the appropriate dollar amounts, etc., for approval by the Charlestown Board of Public Works, the Charlestown Redevelopment Commission and the Shadow Lake Owners Association, Inc. This invoice will be presented to the Commission for approval, but will not be paid until the agreement is fully executed.
- Forest Edge – I received the most recent quarterly update from Denton Floyd related to Forest Edge to share with the Commission (see attached).
- High Jackson and Cristiani Parkway – The environmental SEPA document has been completed and was sent to the City for review. The Geotech report was also provided to the City for review. The project schedule will be revisited once a Notice to Proceed is issued to move forward with design to final plans. United Consulting would like to discuss some proposed cost savings measures with the City. (see attached for the updated report)
- Façade Program – To date \$176,202.58 has been awarded to improve the façades at 106 Industrial Way; 1210 Market Street, 807 High Street, 600 Pike Street, 775 Main Street, 359 Market Street, 318 Main Cross Street, 263 Madison Street, 324 Main Cross Street, 991 Market Street, 380 Main Cross, 304 Main Cross, 1045 Main Street, 820-830 Main Street, 320 Main Cross Street, 800 Park Street, 840 Main Street, 500 Pike Street, and Charlestown Cemetery (Pleasant & Harrison). The City anticipates a new application for one building with 4 separate addresses to consider at the March meeting.

Twenty-four façade projects have been completed since the Spring of 2021, with a total expenditure of \$551,210.58 (\$203,025.24 RDC Grant funds).

- Madison Street & Green Alley Improvements – HMB and Libs Paving discussed the curb ramp revision at Madison Street and Green Alley. Libs Paving submitted a Change Order in the amount of \$6,500.00 to address the curb ramp. This brings the total agreement to \$266,424.38. This is

still under the original combined construction budget for both Madison Street and Green Alley improvements.

The legal description and survey information have been provided to Denton Floyd to transfer a portion of Green Alley back to the City. Greg Fifer is working with Denton Floyd to finalize the transfer.

- Harrison Street CCMG Improvements – The City submitted the segment of Harrison Street from High Street to Main Street. The improvements included milling and overlay. The Commission will contribute the local match toward the project. The project is anticipated to be completed in the Spring of 2026.
- 501 Market Street – American Structurepoint and Temple & Temple are working to reschedule the final walkthrough. Temple & Temple submitted the final pay request in December of 2025, but it won't be processed until after the final walkthrough.
- Springville Manor – There are two properties that are currently being addressed by the Commission's legal counsel – 101 Jackson Way and 107 Jackson Way. A letter to be sent to the estate at 101 Jackson Way will be presented at the meeting. The daughter of the former owner of 107 Jackson Way is working to open an estate. Once that has happened, the Commission can submit a letter to that estate as well.
- The Commons & Short Street Parklet – Construction on the retaining walls and switchback walls should start soon.
- Charlestown Landing Improvements – Funding was requested via US Congresswoman Erin Houchin's office in the Spring of 2025. The Mayor received an email stating that funds were awarded, however, no official documents have been received. The City was given the opportunity to submit an application for READI 2.0 funds that are to be reallocated. The application was open to only those that submitted via the original READI 2.0 timeframe. The City submitted an application for \$4M to match the federal funds to address the blight at the current public works facility. The next step is for the City to begin the process of conceptual design in order to obtain a budget number to meet the READI 2.0 deadline (if necessary). American Structurepoint has provided a proposal to provide this conceptual design for \$21,800 + a maximum of \$500 in reimbursable expenses.
- Family Activities Park – Sport Courts – This project is anticipated to be completed in 2026.
- Discussion of Donations – Gazebo and Charlestown Signage (Hwy 62/3) – The Commission determined the preferred sign based upon the renderings provided at the last meeting. Taylor Siefker Design Group provided a proposal to move forward with the design, construction documents and bidding, as well as construction administration. Benjamin White with Sunnyside Decks has provided a schematic design of the proposed Gazebo improvements for consideration. Mr. White will be in attendance at the meeting to discuss the schematics and answer any questions the Commission may have.

TIF/Financial

- Updated the Commission's Cash Flow related to current and proposed projects
- The Wheatley Group will begin to put together the 2025 annual report for the Clerk/Treasurer to upload to the DLGF on or before April 15, 2026.

Forest Edge Apartments

MONTHLY CONSTRUCTION REPORT

December | 2025



TABLE OF CONTENTS

1.0 PROJECT INFORMATION

- 1.1 PROJECT OVERVIEW
- 1.2 PROJECT TEAM
- 1.3 EXECUTIVE SUMMARY

2.0 CONSTRUCTION PROGRESS UPDATE

- 2.1 PROGRESS UPDATE
- 2.2 BUILDING PROGRESS OVERVIEW
- 2.3 PHOTOS

3.0 BUYOUT SUMMARY

- 3.1 BUYOUT LOG

1.0 PROJECT INFORMATION

1.1 PROJECT OVERVIEW

Project Name:	Forest Edge Apartments		
Location:	1155 HWY 62, Charlestown, IN 47111		
Total Buildings:	2 Garden Style 1 Wrap Style	Total Units:	248
Summary: A 248-unit Class A multifamily apartment community located in Charlestown, IN. Forest Edge is a combination of 3-story Garden Style Apartments (48 units) and a 4-story Wrap Style Building (200 units). This property offers premier 1, 2, & 3-bedroom units. This community will have first-class amenities that include a community clubhouse, resort-style pool, fire pits, gourmet grilling stations, 24-hour fitness center, children’s playground, pet spa, carwash, cyber café, EV charging stations, bike repair, and a pet park.			

1.2 PROJECT TEAM

CONSTRUCTION OPERATIONS

President of Construction:	Matt Zaryk mzaryk@forgeconstructionservices.com
Vice President of Construction:	George Stamatakos gstamatakos@forgeconstructionservices.com
Director of HSE:	Jordan Mims jmims@forgeconstructionservices.com
Senior Project Manager:	David Buchenberger dbuchenberger@forgeconstructionservices.com
Senior Superintendent:	Tim Thiersch tthiersch@forgeconstructionservices.com

DESIGN TEAM

Architect of Record:	Studio A, LLC
MEP & Structural Engineers:	Genesis Engineering Group, Inc.
Civil Engineer:	Heritage Engineering
Design Architect:	Vector Design Group

1.3 EXECUTIVE SUMMARY

Forest Edge is now home to 40 residents who occupy the 48 available units in buildings 1 and 2.

Meanwhile, construction on building 3 – the 200-unit wrap style building – is proceeding.

Construction is nearing completion. Only punch list and final finishes in Block 3 remain.

2.0 CONSTRUCTION PROGRESS UPDATE

2.1 PROGRESS UPDATE

Phase 1:

Clubhouse:

- Certificate of Occupancy received on 4/28/2025. Building key turnover Verification completed on 5/14/2025.

Buildings 1 & 2:

- Certificate of Occupancy received on 4/21/2025. Building key turnover completed on 4/21/2025. The building is occupied.

Maintenance Shed:

- Owner Punch verification is complete. The building has been turned over.

Dog Park:

- The shade sail canopies were delivered on 12/30. The canopies and dog play equipment will be installed in January.

Phase 2:

Wrap Building 3:

- TCO was received on 12/22/2025. The block 1 interior finishes are complete, and we are now completing the owner punch list items. The block 2 interior finishes are complete. The block 3 interior finishes are in progress (final painting, carpet, and final cleaning). The common corridor final painting and flooring are in progress.

Pool Deck:

- The pool and surrounding amenities are complete. The turnover is pending city/health department final inspections, which are taking place mid-January.

2.2 BUILDING PROGRESS OVERVIEW

BUILDING	UNITS	TURNOVER DATES		TCO
		PREVIOUSLY ESTIMATED	ACTUAL/PROJECTED	
Building 1	24	4/21/2025	4/21/2025	CO Received
Building 2	24	4/21/2025	4/21/2025	CO Received
Clubhouse	N/A	4/28/2025	4/28/2025	CO Received
Pool Deck	N/A	1/16/2026	1/16/2026	
Wrap Style Building	200	12/31/2025	12/22/2025	TCO Received
Total	248			

2.3 PHOTOS



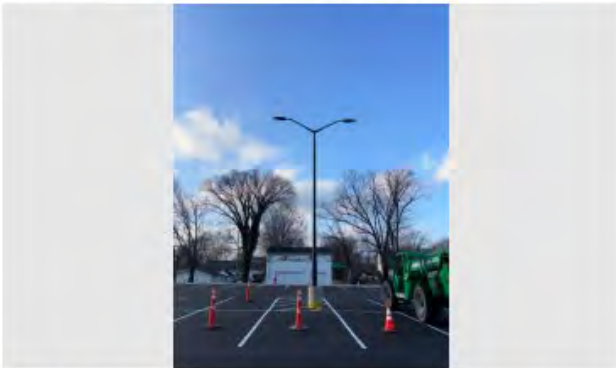
Description
Courtyard sod and site lighting

Taken Date	Uploaded By
	David Buchenberger
Upload Date	File Name
01/07/2026 at 09:59 pm	IMG_20260107_163602965_HDR...
Album	Location
Unclassified	Phase2>Bldg 3000



Description
Courtyard Sod and Site lighting

Taken Date	Uploaded By
	David Buchenberger
Upload Date	File Name
01/07/2026 at 09:59 pm	IMG_20260107_163626530_HDR...
Album	Location
Unclassified	Phase2>Bldg 3000



Description
Parking Lot Lighting

Taken Date	Uploaded By
01/06/2026 at 09:39 pm	Tim Thiersch
Upload Date	File Name
01/06/2026 at 09:39 pm	E893E6B3-6D47-45DA-ACEA-F83...
Album	
3000 Building	



Description
Fire Pit Installation

Taken Date	Uploaded By
12/23/2025 at 08:39 pm	Zachary Miller
Upload Date	File Name
12/23/2025 at 08:41 pm	05BAC7D6-EDC4-4CEE-A6E2-AFB...
Album	
Unclassified	

2.3 PHOTOS



Description

Floor 3 Elevator 1 drywall infill

Taken Date

Upload Date

01/07/2026 at 09:59 pm

Album

Unclassified

Uploaded By

David Buchenberger

File Name

IMG_20260107_163458724_AE.jpg

Location

Phase2>Bldg 3000>Block 3>3rd Floor



Description

Block 1 - Floor 1 Owner Punch - Finished Unit ADA Kitchen

Taken Date

12/23/2025 at 08:35 pm

Upload Date

12/23/2025 at 08:36 pm

Album

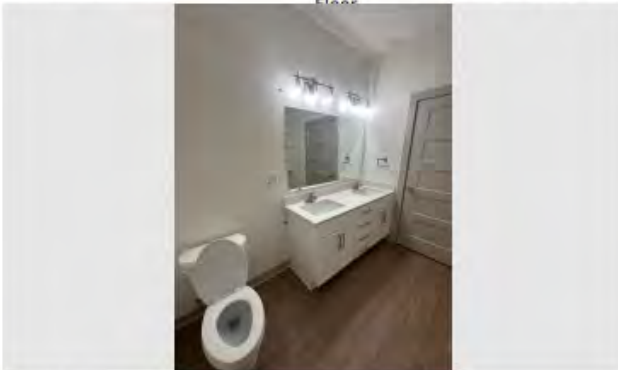
Unclassified

Uploaded By

Zachary Miller

File Name

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Description

Block 1 - Floor 1 Owner Punch - Finished Unit Bathroom

Taken Date

12/23/2025 at 08:33 pm

Upload Date

12/23/2025 at 08:34 pm

Album

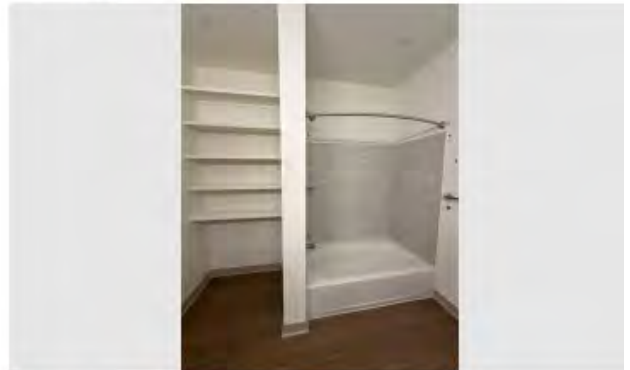
Unclassified

Uploaded By

Zachary Miller

File Name

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Description

Block 1 - Floor 1 Owner Punch - Finished Unit Bathroom

Taken Date

12/23/2025 at 08:33 pm

Upload Date

12/23/2025 at 08:34 pm

Album

Unclassified

Uploaded By

Zachary Miller

File Name

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3.0 BUYOUT SUMMARY

3.1 BUYOUT LOG

Buyout Log 100% Complete



High Jackson Road Roundabout - Progress Report

Road Des No.: N/A Contract No.: N/A
 Const. Budget: Unknown Current Const. Estimate: \$3,100,000
 Bid Opening Date: To Be Determined

Action Items

From	To	Information Needed	Required By
Charlestown	United	Notice To Proceed with design is needed to move forward to Final Plans.	-
-	-		-

Scope Changes

None at this time.

Risks

The schedule will need to be revisited upon receiving the Notice to Proceed with design to final plans.

Team

Name	Firm	Role	Phone #	Email
Heather Kilgour	United	Project Technical Advisor	317-895-2585	heather.kilgour@ucindy.com
Caleb Ross	United	Project Manager (PM)	317-512-0436	caleb.ross@ucindy.com
Andy Allison	United	Assistant PM	317-895-2585	andy.allison@ucindy.com
Devin Stettler	United	Environmental Doc.	317-895-2585	devin.stettler@ucindy.com
Kelly Cunningham	United	Utility & Railroad Coord.	317-895-2585	kelly.cunningham@ucindy.com
Jacob L. Rankin	Alt & Witzig	Geotechnical Investigation	317-875-7040	jrankin@altwitzig.com

Project Scope

Blue Lick Development, LLC is currently developing parcels both north and south of High Jackson Road, near the City of Charlestown, Indiana. As part of these developments, a new terrain roadway will be constructed, connecting the developments to High Jackson Road. The City of Charlestown desires to construct a single-lane roundabout at the newly formed intersection of High Jackson Road and the new roadway to improve connectivity between Clark County, the City of Charlestown, and the future developments.

Task Assignments

Task	Responsible
Topographic Survey	UNITED
State Environmental Document (SEPA)	UNITED
Geotechnical Investigation	Alt & Witzig
Construction Stormwater General Permit (CSGP)	UNITED
Road Design and Plans	UNITED
Lighting Design and Plans	UNITED
Utility Coordination	UNITED
Bidding Services	UNITED
Post-Bid Services	UNITED

Schedule

Milestone	Due	Notes
Topographic Survey	2/11/2025	Complete.
Utility Initial Notice and Verification Letter	3/11/2025	A combination Initial Notice and Verification of Existing Facilities letter went out to utilities on 2/11/25. A Conflict Analysis letter went out to utilities on 7/16/25. We received a response from 4 (ATT-Distribution, INA Water, Watson Water Co., and Clark Co. REMC) out of 7 potential utilities. ATT has aerial copper and FO cables underbuilt on Clark Co REMC poles. Clark Co. REMC has 3-PH overhead power along south side of High Jackson Road. We received a signed UEFR form from Clark Co REMC. We sent our preliminary layout CAD files to Clark Co. REMC for their use in laying out their new facilities along High Jackson. IN American Water indicated their facilities come from the northeast on the north side of High Jackson and stopping just west of Black Oak Drive.
Preliminary Design and Plans	6/3/2025	Complete. Preliminary Construction Cost estimate is \$3.1M.
IDEM CSG Permit	7/8/2025	On hold until NTP is given to continue to Final Plans.

IDEM Review and Approval	10/7/2025	On-going. Funds were approved at the 7/1/25 Redevelopment Meeting.
Charlestown Review	7/1/2025	Andy Allison and Jeromy Richardson attended the Redevelopment Meeting on 7/1/25 where they presented the project to the City. A meeting with Josh Hillman and United is scheduled for 8/27/2025 to discuss comments on the preliminary plans.
Utility Conflict Analysis	7/8/2025	A Conflict Analysis letter went out to utilities on 7/16/25. Only 2 out of 5 utilities have facilities within the construction limits as follows: Clark Co REMC has an aerial electric pole line with ATT copper and fiber underbuilt. As previously reported, Clark Co REMC has not begun the design work needed for their relocation. They have been focusing on completing a new substation that will increase electrical capacity in the area.
Utility Work Plan Requests	8/12/2025	On-going. Work Plan Request letters were sent out on 11/24/25. Responses are due back from the utilities in 60 days, January 5th.
Geotechnical Investigation	1/5/2026	Complete. Geotech has sent Final Report for review and comments.
Utility Work Plan Review and Approvals	3/9/2026	
Final Tracings and Draft Bid Documents	TBD	Road Design is on hold until the City gives Notice to Proceed once funding becomes available. This date will likely need to change depending on when NTP is given.
Charlestown Review	TBD	
CCMG Call for Projects (Anticipated)	4/1/2026	
Bid Advertisement (Anticipated)	5/5/2026	
Bid Opening (Anticipated)	5/5/2026	

CITY OF CHARLESTOWN REDEVELOPMENT COMMISSION

304 Main Cross Street
Charlestown, Indiana 47111
502-572-5332
dcoombs82@gmail.com

February 10, 2026

Via Certified Mail; Return Receipt Requested

David Hayes Jr.
Christopher Hayes
101 Jackson Way
Charlestown, Indiana 47111

RE: Mortgage, Security Agreement, Financing Statement and Assignment of Rents, dated December 8, 2017 (the "Mortgage"), recorded December 8, 2017, as Instrument No. 201721984, in the Office of the Recorder of Clark County, Indiana covering the property located at 101 Jackson Way, Charlestown, Indiana 47111 (the "Property"), made by David W. Hayes, Sr. and Mary E. Hayes, husband and wife, in favor of the City of Charlestown, Indiana Redevelopment Commission (the "Commission")

Dear Mr. Hayes and Mr. Hayes:

As President of the Commission, I am reaching out to you to make you aware that the Commission is the current holder of a Promissory Note dated December 8, 2017 (the "Note"), evidencing a loan in the original principal amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the "Loan"), made by your parents, David W. Hayes, Sr. and Mary E. Hayes, in favor of the Commission, which Loan is secured by the Mortgage. Copies of the Mortgage and the Note are enclosed with this letter for reference.

My understanding is that your mother passed away on January 16, 2021, and that your father passed away on October 22, 2025. It was previously brought to the Commission's attention that on March 24, 2023, a Transfer on Death Deed ("TOD") was recorded for the Property in the Office of the Recorder of Clark County, Indiana in favor of both of you.

On September 5, 2023, I wrote a letter to your father notifying him that the terms of the Note and Mortgage prohibit the transfer of the Property without the Commission's prior written consent and that by executing the TOD in favor of both of you, that he had transferred his future interest in the Property in violation of the terms of the Loan. Shortly thereafter, your father reached out to the Commission and was informed that the Loan would be due and payable to the Commission upon his passing.

In light of your father passing away, please contact Jake Vissing at FBT Gibbons LLP (phone: 502-779-8408; email: jvissing@fbtgibbons.com), as legal counsel to the Commission, within thirty (30) days from the date of this letter to discuss repaying the Loan to satisfy the requirements of the Note and Mortgage.

101 Jackson Way
February 10, 2026
Page 2 of 2

Nothing herein shall be deemed a waiver by the Commission with regard to any rights and remedies available to the Commission under the Note, the Mortgage, or any other loan documents relating to the Loan and any other documents between the Commission and you (collectively, the "Loan Documents"). The Commission reserves all rights and remedies under the Loan Documents.

Thank you for your attention to this matter.

Very truly yours,

Derek Coombs, President
City of Charlestown Redevelopment Commission

Encl. Mortgage
Note

authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the following (the "Debt"):

- i. The promissory note dated of even date herewith executed and delivered by the Mortgagor to the Mortgagee in the principal amount of Thirty-five Thousand and No/100 Dollars (\$35,000.00) maturing on the earlier to occur of: (a) the sale, lease, rental, abandonment, or transfer, whether voluntary or involuntary, the Premises, or any part thereof; (b) the refinancing or encumbering of the Premises; (c) the Mortgagor's no longer occupying the Premises as the Mortgagor's principal residence for a period of six (6) consecutive months; or (d) the Mortgagor's death (or the death of the last to die of the Mortgagor if more than one Mortgagor);
- ii. All sums payable on or by reason of the promissory note and any other instrument securing payment of said promissory note and the performance and observance of all of the provisions hereof or any instrument securing payment of any of the foregoing;
- iii. Any extensions, renewals, modifications and replacements of the foregoing, without limit as to number or frequency; and
- iv. Reasonable attorneys fees incurred by Mortgagee in connection with the enforcement of said promissory note and this Mortgage.

The Mortgagor promises and agrees as follows:

1. **PERFORMANCE OF OBLIGATIONS.** Mortgagor shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing or securing the Debt.
2. **TAXES.** The Mortgagor shall pay when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, license fees, and other charges which may become a lien on the Premises prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately

furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any liens or security interest on all or any part of the Premises, and shall promptly discharge any unpermitted lien, security interest or encumbrance.

3. **INSURANCE.** Until the Debt is fully paid, Mortgagor shall keep the improvements now existing or hereafter erected on the Premises insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Mortgagee requires insurance and shall likewise maintain flood insurance (if the Premises are in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and the regulations under it). All insurance policies and renewals must be in the amounts (including deductible levels) and for the periods that are acceptable to the Mortgagee, must provide for payment to the Mortgagee in the event of loss regardless of any act or omission of the Mortgagor, must contain a standard mortgage clause naming Mortgagee as mortgagee and/or as an additional loss payee, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee. What Mortgagee requires pursuant to the preceding sentences can change during the term of the Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagee's choice, which right shall not be exercised unreasonably. Should the Mortgagor fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates or renewals to the Mortgagee, then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor, subject to the Mortgagee's right to reimbursement of advances as set forth herein. The Mortgagor hereby assigns to the Mortgagee all unearned premiums of insurance and proceeds resulting from said insurance.

In the event of loss or damage, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor. Unless the Mortgagee and the Mortgagor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by the Mortgagee, shall be applied to restoration or repair of the Premises, if the restoration or repair is economically feasible and the Mortgagee's security is not lessened. During such repair and restoration period, the Mortgagee shall have the right to hold such insurance proceeds until the Mortgagee has had an opportunity to inspect such Premises to ensure the work has been completed to the Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. The Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. The Mortgagee shall not be required to pay the Mortgagor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by the Mortgagor shall not be paid out of the insurance proceeds and shall be the sole obligation of the Mortgagor. If the restoration or repair is not economically feasible or the Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to the Mortgagor. Such insurance proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds, and then toward payment of all or any part of the Debt, whether or not then due or payable.

If The Mortgagor abandons the Premises, the Mortgagee may file, negotiate and settle any available insurance claim and related matters. If the Mortgagor does not respond within 30 days to a notice from the Mortgagee that the insurance carrier has offered to settle a claim, then the Mortgagee may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if the Mortgagee acquires the Premises, the Mortgagor hereby assigns to the Mortgagee (a) the Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the note evidencing the Debt or this Mortgage, and (b) any other of the Mortgagor's rights (other than the right to any refund of unearned premiums paid by the Mortgagor) under all insurance policies covering the Premises, insofar as such rights are applicable to the coverage of the Premises. The Mortgagee may use the insurance proceeds either to repair or restore the Premises or to pay amounts unpaid under the note evidencing the Debt or this Mortgage, whether or not then due.

No loss or damage shall itself reduce the Debt.

4. **OCCUPANCY AND WASTE.** The Mortgagor shall occupy, establish, and use the Premises as the Mortgagor's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Premises as the Mortgagor's principal residence for at least one year after the date of occupancy, unless the Mortgagee otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond the Mortgagor's control. The Mortgagor shall also keep the Premises in good repair, shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. The Mortgagor consents to the appointment of a receiver under Indiana Law should the Mortgagee elect to seek such relief. Should the Mortgagor fail to keep the Premises in good condition and repair, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagor shall use and maintain the Premises in conformance with all applicable federal, state and local laws, ordinances and regulations. The Mortgagee, or its authorized agent, shall have the right to enter upon and inspect the Premises at all reasonable times.

5. **ALTERATIONS, REMOVAL.** No building, structure, improvement, or fixture constituting any part of the Premises shall be removed, demolished, or substantially altered without the prior written consent of the Mortgagee.

6. **PAYMENT OF OTHER OBLIGATIONS.** The Mortgagor shall also pay all other obligations which may become liens or charges against the Premises for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises, and shall not permit any lien or charge of any kind to accrue and remain outstanding against the Premises.

7. **ASSIGNMENT OF LEASES AND RENTS.** As additional security for the Debt, Mortgagor assigns to Mortgagee all oral or written leases, and the rents, issues, income, and profits under all leases or licenses encumbering any portion of the Premises, present and future (hereinafter referred to as the "Leases"), and, in connection herewith, covenants, warrants and agrees with Mortgagee as follows:

(a) Mortgagor represents and warrants that Mortgagor has full right and title to assign the Leases and the rents, income, and profits due or to become due from the Premises; that there are no outstanding assignments or pledges thereof or of the Leases or rents; that there are no existing defaults under the provisions of any of the existing Leases; that no rents have been waived, anticipated, discounted, compromised, or released, except as may be stated in the Leases; and that the tenants under the existing Leases have no defenses, setoffs, or counterclaims against Mortgagor.

(b) Mortgagor hereby gives to and confers upon Mortgagee the right, power, and authority to collect the rents, issues, and profits hereby assigned. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues, and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues, and profits (but not more than one month in advance) prior to, or at any time there is not, the occurrence of any of the events of default set forth in this Mortgage. Mortgagor hereby further assigns to Mortgagee any award made hereafter to Mortgagor in any court proceeding involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court, and any and all payments made by tenants in lieu of rent and hereby appoints Mortgagee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment. This assignment of the rents, issues, and profits of the Premises is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues, and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of any of the events of default set forth in this Mortgage and Mortgagee may give written notice of this assignment to any or all tenants.

(c) Upon the occurrence of any Event of Default, Mortgagee may, at any time without notice, either in person, by agent, or by a receiver appointed by a court, and without regard to the adequacy of any other security for the Debt, enter upon and take possession of the Premises, or any part thereof, and in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, to the payment of the Debt, or any part thereof, in such order and manner as Mortgagee may determine. The collection of such rents, issues, and profits, the application of the same to payment of the Debt as aforesaid, or the entering upon and taking possession of the Premises shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

(d) Mortgagor agrees to execute and deliver, at the request of Mortgagee, all such further assurances and assignments of the Leases as Mortgagee shall from time to time require

(e) In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale hereunder, then forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises, or any part thereof, personally, or by its agent or attorneys. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any of the Leases or new leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under said Leases or new leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said Leases or new leases. Should Mortgagee incur any such liability, loss, or demand, under said Leases or new leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

8. **SECURITY AGREEMENT.** This Mortgage also constitutes a security agreement within the meaning of the Indiana Uniform Commercial Code ("UCC") and Mortgagor grants to Mortgagee a security interest in the fixtures and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies available to a secured party under the UCC. Upon the occurrence of an event of default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage and any other document executed as security for the Debt, the right to use any method of disposition of collateral authorized by the UCC with respect to any portion of the Premises subject to the UCC.

9. **REIMBURSEMENT OF ADVANCES.** If Mortgagor fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, failure to maintain insurance, code enforcement, insolvency, bankruptcy or probate proceedings), then Mortgagee, at its sole option, may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to disbursement of reasonable attorney's fees and entry upon the Premises to make repairs). Any amounts disbursed shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor.

10. **DUE ON TRANSFER.** If all or any part of the Premises or any interest in the Premises is transferred without Mortgagee's prior written consent, Mortgagee may, at its sole option, declare the Debt to be immediately due and payable.

11. **NO ADDITIONAL LIEN.** Mortgagor covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien or security interest against the interest of Mortgagor in the Premises, or any part thereof, without the prior written consent of Mortgagee, and then only when the document granting that lien or security interest expressly provides that it shall be subject to lien and security interest of this Mortgage for the full amount secured by this Mortgage, and shall also be subject and subordinate to any then existing or future leases affecting the Premises.

12. **ENVIRONMENTAL MATTERS.** As used in this Mortgage: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Premises is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Premises. The Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Premises. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises (including, but not limited to, hazardous substances in consumer products).

The Mortgagor shall promptly give the Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which the Mortgagor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Premises. If the Mortgagor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, the Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on the Mortgagee for an Environmental Cleanup.

13. **EVENTS OF DEFAULT/ACCELERATION.** Upon the occurrence of any of the following ("Event of Default"), Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (a) the Mortgagor fails to pay when due any amount payable under any agreement evidencing the Debt; (b) the Mortgagor (i) fails to observe or perform any other agreement

evidencing or securing the Debt, or (ii) makes any materially incorrect or misleading representation in any application or financial statement or other information delivered to the Mortgagee; (c) the Mortgagor defaults under the terms any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction; (d) Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to Mortgagee; (e) Mortgagor becomes insolvent or unable to pay its debts as they become due; (f) Mortgagor (i) makes an assignment for the benefit of creditors, or (ii) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (iii) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (g) a custodian, receiver, or trustee is appointed for Mortgagor or for a substantial part of its assets without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment; or Mortgagor consents to such appointment; (h) proceedings are commenced against Mortgagor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and such proceedings remain undismissed for 60 days after commencement; or Mortgagor consents to the commencement of such proceedings; (i) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (j) Mortgagor sells, transfers or hypothecates any part of the Premises without the prior written consent of Mortgagee; or (k) Mortgagor dies (or in the case of more than one Mortgagor, is the last to die).

14. **REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, the Mortgagee is authorized to commence foreclosure proceedings against the Premises through judicial proceedings, and in addition or alternatively to take any other actions permitted under applicable law. The Premises may be sold in one parcel as an entirety or in such parcels, manner and order as Indiana law allows. The proceeds of such sale shall be retained by the Mortgagee, up to the amounts due it, including costs of the sale, appraisal, costs, any environmental investigation and remediation paid for by the Mortgagee, and reasonable attorney's fees. By executing this Mortgage, the Mortgagor waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies in this Mortgage, any right otherwise available in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

15. **REPRESENTATIONS.** The Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law, do not conflict with any agreement by which it is bound, and do not require consent or approval of any governmental authority or any third party, and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. The Mortgagor further represents that all applications, if any, furnished to the Mortgagee are accurate, true and correct.

16. **NOTICES.** All notices hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, postage fully paid, return receipt requested, or by overnight nationwide commercial courier addressed to the parties at the addresses set forth in the introductory

paragraph of this Mortgage or at such other address as any of the parties may from time to time designate by written notice given as herein required. Mailed notices shall not be deemed given or served until three business days after the date of mailing thereof or if delivery is by nationwide commercial courier, service of notice shall be deemed given one business day after the date of delivery thereof to said courier. Rejection or refusal to accept, or inability to deliver because of changed addresses or because no notice of changed address was given, shall be deemed a receipt of such notice.

17. **GOVERNING LAW AND JURISDICTION.** This Mortgage has been delivered to and accepted by the Mortgagee in the State of Indiana, and this Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Indiana. The loan transaction which is evidenced by the Debt and this Mortgage has been applied for, considered, approved and made in the State of Indiana.

18. **MISCELLANEOUS.** If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective heirs, successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several. This Mortgage shall be governed by Indiana law except to the extent it is preempted by federal law or regulation.

19. **WAIVER OF JURY TRIAL.** The Mortgagee and the Mortgagor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transaction contemplated by this Mortgage or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. Neither the Mortgagee nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Mortgagor except by a written instrument executed by both of them.

20. **FINANCING STATEMENT.** This Mortgage is intended to be a financing statement within the purview of Section 9-402 of the Uniform Commercial Code with respect to those items of equipment,

goods or inventory which are fixtures on the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in the introductory paragraph hereof. This Mortgage is to be filed for record in the real estate records of the county where the Premises are located. Debtor is the record owner of the Premises.

"Mortgagor":

David W. Hayes, Sr.

David W. Hayes, Sr.

Mary E. Hayes

Mary E. Hayes

STATE OF INDIANA)

) SS:

COUNTY OF FLOYD)

BEFORE ME, the undersigned, a Notary Public, in and for the above named County and State, personally appeared David W. Hayes, Sr. and Mary E. Hayes, husband and wife, and acknowledged the execution of the foregoing Mortgage, Security Agreement, Financing Statement and Assignment of Rents as their personal act and deed.

WITNESS my hand and notarial seal this 8th day of December, 2017.

Keith D. Mull

Keith D. Mull, Notary Public



My Commission expires:
March 21, 2023

Resident of Floyd County

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, and that this instrument was prepared by:

Alan M. Applegate
APPLEGATE FIFER PULLIAM LLC
428 Meigs Avenue
Jeffersonville, Indiana 47131-1418
(812) 284-9499

[Handwritten scribble]

EXHIBIT A to Appendix 4

Being Lot No. 1 as shown on the recorded Plat of Villas of Springville Manor Subdivision, recorded in Plat Book 17, Page 20 (Instrument No. 201713102), in the Office of the Recorder of Clark County, Indiana.

DMS 11025409v2

d. The Borrower's death (or the death of the last to die of Borrower if more than one Borrower);

With respect to item 2(c) above, in the event the Borrower (or both of them if more than one Borrower) has been placed in a health care institution, the Borrower shall not be deemed to have terminated the Borrower's occupancy of the Mortgaged Property as the Borrower's principal residence and the Maturity Date shall not be deemed to have occurred until the earlier to occur of one of the other dates described above.

3. Collateral and Mortgage. Borrower acknowledges this Note is secured by a Mortgage, Security Agreement, Assignment of Rents and Leases and Financing Statement executed simultaneously with this Note against the Mortgaged Property (the "Mortgage"). Borrower further agrees to be bound by the terms and conditions of the Mortgage and agrees that the terms and conditions of the Mortgage are incorporated into this Note as if fully set forth herein.

4. Verification of Principal Residency. The Borrower agrees to submit, at the request of the Lender, documentation verifying Borrower's principal residency at the Mortgaged Property, including but not limited to verification of mailing address by the U.S. Postal Service, current utility bills, real estate assessment or tax documents and other documents as requested by the Lender.

7. Acceleration Upon Default. Each Borrower joint and severally agree that the occurrence of any default on these conditions shall render the total principal amount of this loan, together with accrued and unpaid interest thereon, immediately due and payable to the Lender.

8. Default. The total principal amount of this Note becomes immediately due and payable to the Lender if the Borrower, without the Lender's prior written consent:

(a) defaults in, or fails to perform, any provision of this Note or the occurrence of and "Event of Default" as defined in the Mortgage,

(b) the Borrower commits waste or destroys, damages or substantially changes the Mortgage Property or allows the Mortgage Property to deteriorate, reasonable wear and tear excepted, or

(c) the Borrower gave or in the future gives materially false or inaccurate information or statements to the Lender (or failed to provide Lender with any material information), in connection with the indebtedness evidenced by this Note.

9. Payments. Payments or correspondence required by this Note for the Lender shall be directed to the Lender at _____ Charlestown, Indiana 47129.

10. Waiver. No delay or omission on the part of the Lender in exercising any right under this Note shall operate as a waiver of that right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right and/or remedy on any future occasion.

11. Waiver of Protest. The Borrower on this Note expressly waives presentment, protest, demand, notice of dishonor or default, valuation and appraisal, and notice of any kind with respect to this Note.

12. Waiver Of Jury Trial. The Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waives any right either of them may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement or any of the transactions contemplated by this Note or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. The Borrower shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by Lender except by a written instrument executed by Lender.

BEFORE SIGNING THIS NOTE, I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS AND I AGREE TO THE TERMS OF THIS NOTE.

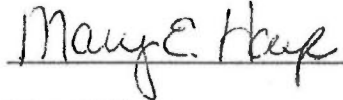
I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS NOTE AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

BORROWER:



David W. Hayes, Sr.
Printed Name

Date: 12-08-2017



Mary E. Hayes
Printed Name

Date: 12-8-17

[THIS PROMISSORY NOTE AND THE MORTGAGE MUST BE SIGNED ON THE SAME DATE.]



August 1, 2025

Mayor Treva Hodges
City of Charlestown
304 Main Cross Street
Charlestown, Indiana 47111

Re: Charlestown Streets Department Conceptual Design
Proposal No. 2025.02294

Dear Mayor Hodges,

Thank you for allowing American Structurepoint, Inc. this opportunity to submit this proposal for a pre-design study for a new streets department facility. Our team enjoyed meeting with you to discuss this project. Our mission at American Structurepoint is to “Improve the quality of life for our communities and people.” We will certainly strive to improve the quality of life for the citizens of Charlestown.

The project budget for the project has been communicated as roughly \$4,000,000. This proposal is for a conceptual design study to evaluate options for site utilization and circulation, building size and programmatic confirmation. Once this initial phase is complete, we will then assemble a full proposal of design services with all the necessary design disciplines.

Scope of Services:

I. Needs Assessment & Programming

- A. Collaborate with City staff to confirm functional needs, space requirements, operational workflows, and site constraints.
- B. Identify desired adjacencies, vehicular circulation, storage needs, and staff amenities.
- C. Establish square footage targets and prioritize critical functions.

II. Conceptual Design Development

- A. Develop two (2) distinct design options for the new facility. Each option will:
 - 1. Address operational, administrative, and support space requirements.
 - 2. Reflect efficient layouts, appropriate site utilization, and practical constructability.
 - 3. Be scalable for potential future expansion or phasing.
- B. Prepare conceptual site and building plans, including high-level narrative descriptions and preliminary sketches or renderings.

III. Review with City Leadership

- A. Present both options to City representatives in a virtual review meeting.
- B. Collect feedback on functionality, aesthetics, site efficiency, and long-term flexibility.
- C. Document any requested revisions or preferences for moving forward.

IV. Rough Order of Magnitude (ROM) Costing

- A. Coordinate with Pace Contracting to develop ROM pricing for both options.
- B. Include line-item estimates where possible to identify potential cost drivers.
- C. Highlight opportunities for value engineering and phasing strategies to help align the project scope with the \$4 million budget.

V. Recommendation & Next Steps

- A. Facilitate a decision-making session to confirm preferred design direction.
- B. Provide recommendations for refinement and detailed design development based on cost and operational priorities.

DELIVERABLES

- A. Programming summary document
- B. Two (2) conceptual design option packages (site plans, narratives, basic visuals)
- C. Cost comparison summary (provided by Pace Contracting) with VE and phasing notes as appropriate
- D. Final recommendation memo

EXCLUSIONS

This scope does not include detailed design development, construction documents, permitting, bidding, or construction-phase services. Those services will be added via amendment upon completion of this initial phase.

PROJECT SCHEDULE

The anticipated period for completing this study is approximately three (3) to five (5) weeks from receipt of the notice to proceed.

DESIGN INVESTMENT

Compensation for services rendered will be lump sum and invoiced monthly on a percent-complete basis.

Conceptual Design Study..... \$21,800

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at 1.1 times their direct cost on the monthly invoices. We anticipate reimbursable expenses will not exceed \$500.

- 1. Expenses of mileage or travel associated with this project
- 2. Expenses associated with overnight, express, or normal delivery charges
- 3. Reproduction services for other than normal coordination purposes

Mayor Treva Hodges

August 1, 2025

Page 3

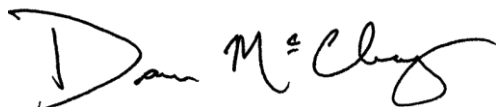
ADDITIONAL SERVICES

Services that fall outside of the original scope may be required to complete the project. Additional services beyond those identified under Project Scope and Project Deliverables will be invoiced at the hourly rate of the personnel assigned to the task. These services will be provided only if authorized in writing, in advance. Examples include, but are not limited to, the following.

Mayor Hodges, thank you again for your confidence in our abilities at American Structurepoint. We have the talent and staff to assist you through this conceptual design phase, establish a direction for the project, and bring this project to fruition. During this conceptual design phase, we will also prepare a draft of an AIA agreement for the remainder of the project for your review and will finalize upon the final once a direction is selected.

If you have any questions regarding this proposal, please do not hesitate to contact me at (317) 547-5580; I will gladly answer them.

Very truly yours,
American Structurepoint, Inc.



Daniel L. McCloskey RA, CSI
Civic Practice Lead

DLM: kns

Attachments

General Conditions

If the terms of this proposal and the attached general conditions are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____

HOURLY RATE SCHEDULE

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$385
Practice Leader / Group Leader	\$310
Senior Project Manager	\$275
Senior Project Architect II	\$240
Senior Design Architect II	\$240
Project Manager	\$240
Senior Project Architect	\$195
Senior Designer	\$200
Senior Project Engineer	\$200
Senior Planner	\$180
Senior Landscape Architect	\$165
Project Engineer	\$175
Project Planner	\$145
Project Architect	\$155
Senior Project Coordinator	\$190
Senior Interior Designer	\$155
Designer	\$155
Senior Technician / Senior BIM Technician	\$155
Staff Engineer / Design Engineer	\$145
Technician / BIM Technician	\$130
Interior Designer	\$130
Intern	\$90

General Conditions

These general conditions apply to the letter agreement dated August 1, 2025, referencing Proposal Number 2025.02294 – Charlestown Streets Department by and between City of Charlestown, Indiana, hereinafter referred to as “Client”, and American Structurepoint, Inc., 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as “Consultant,” wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. If desired, the Consultant shall provide the Client with a reproducible copy of final documents to be used in operation and maintenance of the project.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant’s services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance.

- ◆ Worker’s Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.



January 27, 2026

Charlestown Redevelopment Commission
Attn: Mayor Hodges, City of Charlestown
Jill Saegesser, Economic Dev. Consultant

INDIANAPOLIS
10 S. New Jersey Street Suite 220
Indianapolis, IN 46204
p. 317.608.5004

LOUISVILLE
734 W. Main Street, Suite 100
Louisville, KY 40202
p. 502.276.8812

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Amy M. Williams, AICP
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awilliams@TSWDesignGroup.com

PROPOSAL FOR CHARLESTOWN GATEWAY

Mayor Hodges and Jill,

Thank you for contacting Taylor Siefker Williams Design Group (TSWDG) regarding the Charlestown Gateway project. Based on our understanding of your needs, we have outlined the following tasks and associated compensation to best fit your needs.

Project Understanding

The City of Charlestown has worked with TSWDG to create a concept for a community gateway sign at the corner of IN-3 (Market street) and IN-62 (10th street) Streets. While the concept has been defined, the design needs to be finalized to comply with required regulations and fabrication for construction. The city has requested finalized design, construction documents, assistance with bidding, and construction oversight services. There is also a potential need for topographic and boundary survey services. It is anticipated that the design and bidding would be completed by the end of 2026.

If this project does not need to go thru a public bid process, then TSWDG shall provide an updated scope for services to adjust the contract drawings necessary to supply to a vendor/fabricator for installation.

Scope of Services

Survey – If available, the city shall provide a topographic and boundary survey of the area identified for the gateway design. The design work for the proposed gateway elements would be adjacent to recent sidewalk reconstruction and this survey would serve as a basis for the design to abut this recent construction. If no survey exists, TSWDG can contact a local company to prepare.

Task 1: Final Design, Construction Documents, and Bidding – The TSWDG team will work with the city to finalize the design of the gateway to create the necessary construction documents for a public bid. This will also include up to 2 review or coordination meetings with city representatives. This task will also include addendums, RFIs, attendance at a pre-bid meeting, and attendance at the bid-opening as well as a recommendation to the city after bid opening. *This task does not include state design release (if required), utility relocation/coordination, and INDOT encroachment permit (not anticipated since city believes we are outside of INDOT right-of-way).*

Task 1: Deliverables:

- Site construction drawings, including layout and materials plan for the sign, sign details and landscape plan. Drawings to include two full sized hard copy sets, two half sized hard copy sets, and one digital set in pdf format.
- Facilitation of two (2) city coordination meetings
- Meeting summary and drawing adjustments

Task 2: Construction Administration- It is our understanding that the city does not need someone on-site daily but does need assistance with RFIs, submittals, and mockup that will occur during construction, contractor coordination, design overview/site visits at key milestones, and potentially assistance with pay apps. This task is proposed as an hourly fee where work will be performed as required by the city.

Upon completion of the construction drawings and procurement of a contractor, TSWDG will assist the city by reviewing submittals, shop drawings, mock-ups, and up to three site visits to confirm layout of exterior spaces and plantings.

Task 2 Deliverables:

- Review and response to shop drawings and submittals
- Review mock-ups
- Up to three site visits to coordinate layout and installation with the Contractor

Compensation

The fee for completing the tasks is outlined below. This includes all labor and expenses associated with the outlined tasks. The fee breakdown for this includes:

Site Survey (with as-built new sidewalk edge)

Topographic
Boundary/ROW

Provided by City

Task 1: Design, Construction Documents, Bidding

Layout and materials plan, planting plan, sign details,
technical specifications, bidding assistance & management

Task Total *\$14,425.00*

Task2: Construction Administration

Review shop drawings, site visits, pre-construction mtg.

Task Total *\$ 8,645.00*

PROJECT TOTAL **\$23,070.00**

We sincerely appreciate you contacting us about this project and are excited to continue our relationship with the city. If there is a need to adjust our scope and not provide the complete documentation for public bidding purposes, we can update the proposal to respond to that request. As always, please do not hesitate to contact me if you have any questions or would like additional information.

Sincerely,

TAYLOR SIEFKER WILLIAMS DESIGN GROUP LLC



Amy M. Williams, AICP
Partner/Principal



Isaac Reinhoehl
Project Designer

CHANGE ORDER

No.: 1

Date of Issuance: 1/15/2026 Effective Date: 1/15/2026

Table with contract details: Project (Madison Street & Green Alley Projects), Owner (City of Charlestown Redevelopment Commission), Owner's Contract No., Contract (Madison Street & Green Alley Projects), Date of Contract (September 29, 2025), Contractor (Libs Paving Company, Inc.), Engineer's Project No. (1427.000)

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Removal of curb ramp and replacement based on revised design at the corner of Madison Street & Green Alley.

Attachments (list documents supporting change): Revised curb ramp layout with construction notes

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times Working Days Calendar Days

Substantial Completion (Days or date):

\$ 259,924.38

Ready for final payment (days or date):

[Increase][Decrease] from previously approved Change Orders No. to No.:

[Increase][Decrease] from previously approved Change Orders No. to No.:

Substantial Completion (days):

\$

Ready for final Payment (days):

Contract Price prior to this Change Order:

Contract times prior to this Change Order:

Substantial Completion (Days or date):

\$ 259,924.38

Ready for final payment (days or date):

[Increase] of this Change Order:

[Increase][Decrease] from previously approved

Substantial Completion (Days or date):

\$ 6,500.00

Ready for final payment (days or date):

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

Substantial Completion (Days or date):

\$ 266,424.38

Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

By: Rachel M. Henry, PE

By:

By: [Signature]

Engineer (Authorized signature)

Owner (Authorized signature)

Contractor (Authorized signature)

Date: 1/15/2026

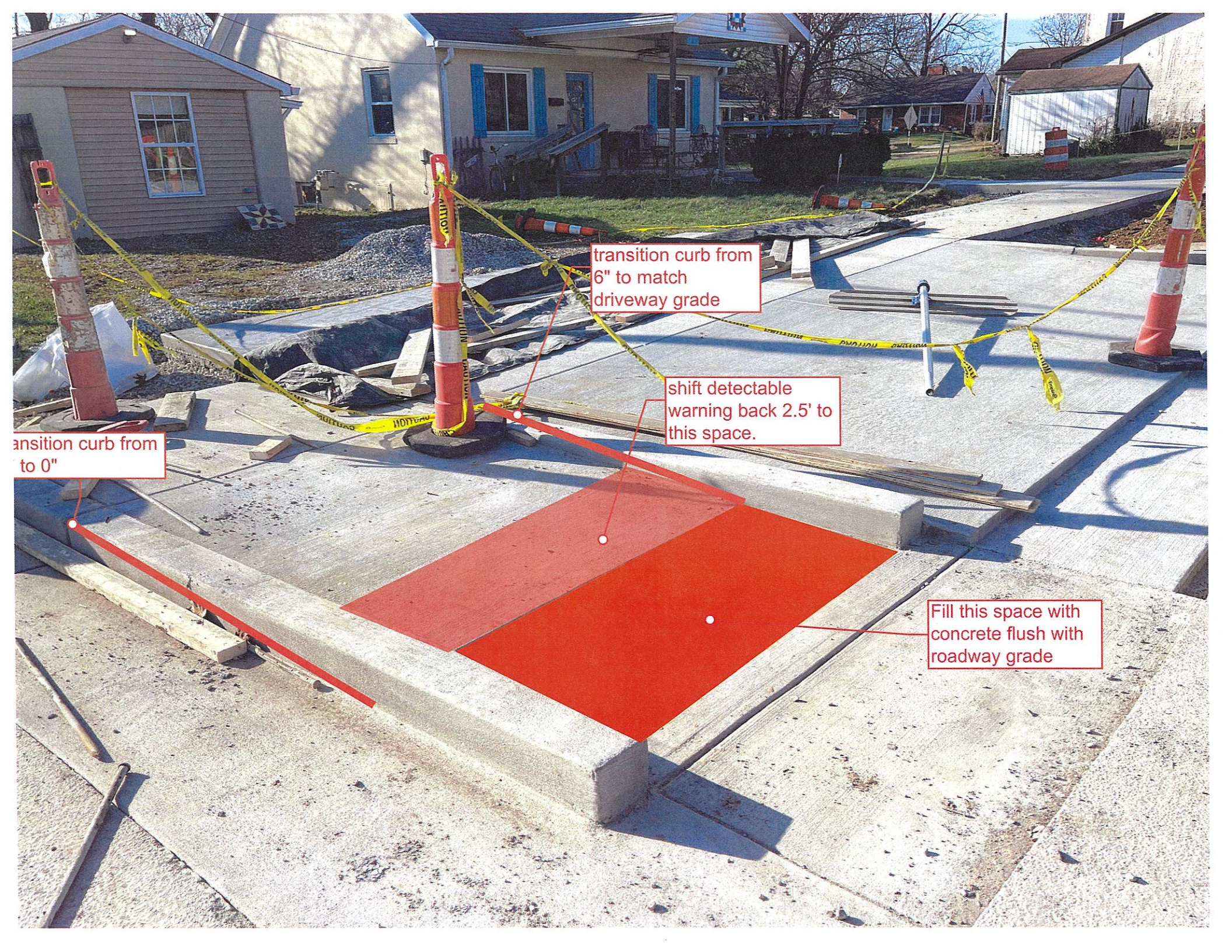
Date:

Date: 1/15/25

Approved by Funding Agency (if applicable):

N/A

Date:

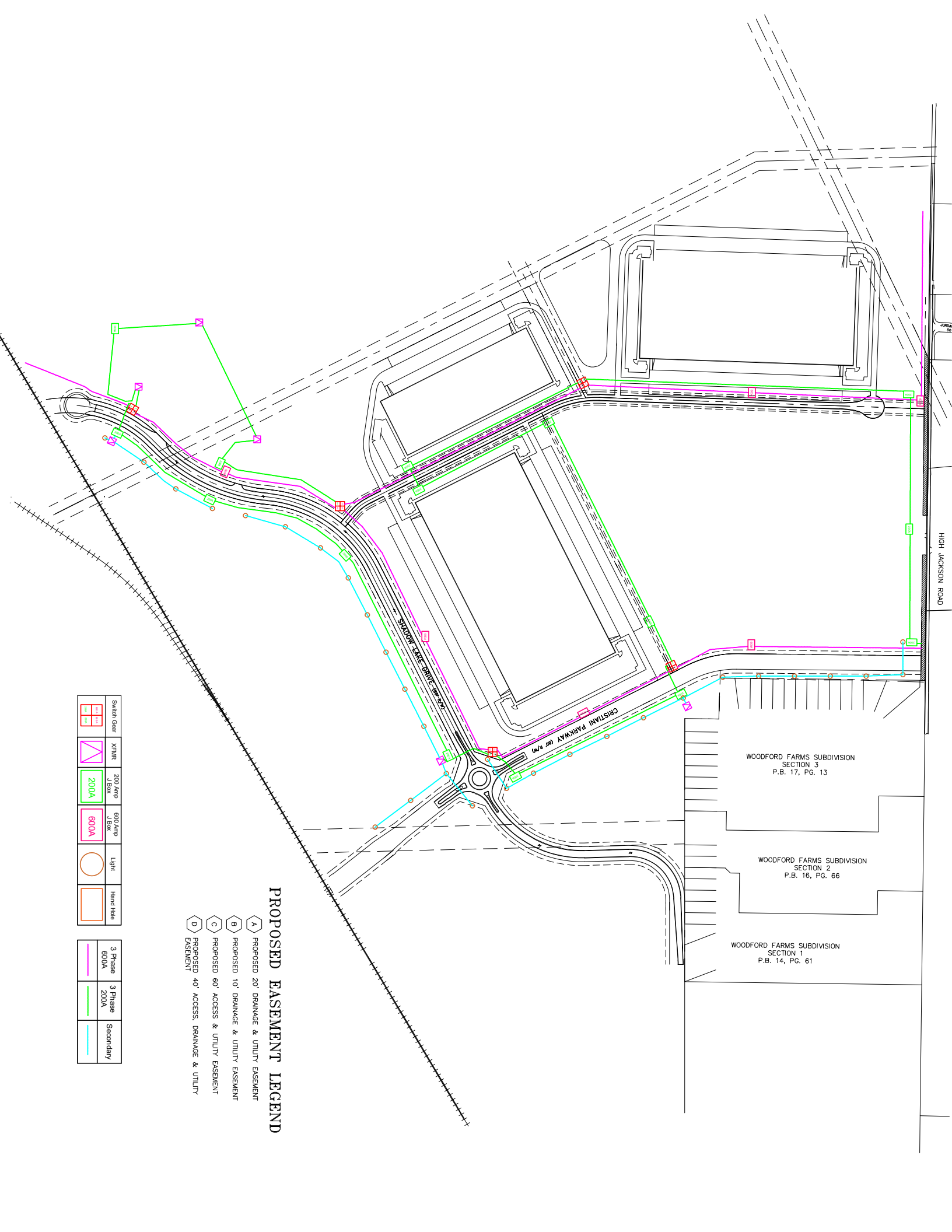


transition curb from 6" to match driveway grade

shift detectable warning back 2.5' to this space.

Fill this space with concrete flush with roadway grade

transition curb from 6" to 0"



PROPOSED EASEMENT LEGEND

- A** PROPOSED 20' DRAINAGE & UTILITY EASEMENT
- B** PROPOSED 10' DRAINAGE & UTILITY EASEMENT
- C** PROPOSED 60' ACCESS & UTILITY EASEMENT
- D** PROPOSED 40' ACCESS, DRAINAGE & UTILITY EASEMENT

	Switch Gear		XTMR		200 Amp J Box		600 Amp J Box		Light		Hand Hole		3 Phase 600A		3 Phase 200A		Secondary
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PROJECT AGREEMENT

This **PROJECT AGREEMENT** (this “Agreement”) is made as of the ___ day of _____, 2025 (the “Effective Date”), by and among (i) **THE CITY OF CHARLESTOWN REDEVELOPMENT COMMISSION**, a municipal body politic of the State of Indiana (the “Commission”), (ii) **THE CITY OF CHARLESTOWN BOARD OF PUBLIC WORKS**, a municipal body politic of the State of Indiana (the “BOW”), and (iii) **SHADOW LAKE OWNERS ASSOCIATION, INC.**, an Indiana nonprofit corporation (the “Association”).

RECITALS

A. The Commission desires to encourage investment and improve economic development in the City of Charlestown, Indiana (the “City”).

B. The Board of Works, among other things, oversees the use and operation of certain City property and improvements.

C. The Association is a nonprofit corporation formed to operate as the property owners’ association for the owners of real property located in the Shadow Lake Business Park, as described on that certain Final Plat of Shadow Lake Business Park recorded June 17, 2024 as Instrument No. 202411305 in the Office of the Recorder of Clark County, Indiana (the “Business Park”), and governed by that certain Declaration of Covenants, Conditions, and Restrictions for Shadow Lake Business Park, dated June 19, 2024, and recorded June 24, 2024 as Instrument No. 202412144 in the Office of the Recorder of Clark County, Indiana (the “Declaration”).

D. The Association desires for street lighting to be installed along certain of the public roadways located within the Business Parking (the “Shadow Lake Street Lighting”) as more particularly depicted on the proposed lighting plan attached hereto as **Exhibit A** (the “Proposed Lighting Plans”).

E. The Commission has determined that the proposed Shadow Lake Street Lighting will encourage, promote, and improve investment and economic development within the City and benefit certain economic development and redevelopment areas within the City.

F. The BOW has determined that the proposed Shadow Lake Street Lighting will increase public safety on and along certain public rights-of-way within the City, including Shadow Lake Drive and Cristiani Parkway.

G. Subject to the terms and conditions of this Agreement: (i) the Commission will agree to provide certain financial assistance for the installation of the Shadow Lake Street Lighting; (ii) the BOW will agree to install, or cause to be installed, the Shadow Lake Street Lighting; and (iii) the Association will accept responsibility for the operation and maintenance costs for the Shadow Lake Street Lighting following installation thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission, the BOW, and the Association, each intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals & Exhibits.** 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. The exhibits attached to this Agreement 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. **Installation of Street Lights.**

(a) **Costs.**

(i) The Commission will contribute to the BOW funds in the amount not to exceed, One Hundred Thirty-Three Thousand Eight Hundred Twenty-Seven Dollars (\$133,827.00) to be used by the BOW solely for the Installation (as such term is hereafter defined) (the "Commission Assistance"). The Commission will pay to the BOW, within sixty (60) days from the date on which the Final Lighting Plans are approved by both the BOW and the Commission, an amount equal to the lesser of (A) the Commission Assistance or (B) if contained in the Final Lighting Plans, the actual fixed fee quoted price for the Installation. Any Commission Assistance funds not actually applied to the cost and expense of the Installation incurred by the BOW shall be refunded by the BOW to the Commission within sixty (60) days following the completion of the Installation.

(ii) Subject to the "BOW Cap", the BOW shall be responsible for that portion of the cost of the Installation in excess of the amount of the Commission Assistance. As used herein, the term "BOW Cap" shall mean an amount equal to, and not to exceed, Zero Dollars (\$0.00).

(iii) In the event the sum of the Commission Assistance plus the BOW Cap is less than the total actual cost of the Installation (such difference being the "Cost Overage"), the Association shall be responsible for the payment of the Cost Overage, with such funds to be paid to the BOW within twenty (20) days of written demand therefor by the BOW.

(b) **Installation.** Subject only to a Force Majeure Event, on or before that date which is _____ (__) months following the date on which the Final Lighting Plans are

approved by both the BOW and the Commission, the BOW shall install, or cause to be installed, within the bounds of the dedicated rights-of-way for Shadow Lake Drive and Cristiani Parkway, the Shadow Lake Street Lighting in accordance with the Final Lighting Plans (as hereafter defined) (the “Installation”).

(c) Final Lighting Plans. The Association, at its sole cost and expense, shall coordinate with the BOW and Clark County Rural Electric Membership Corporation (“Clark County REMC”) to prepare, or cause to be prepared, detailed plans and specifications for the installation of the Shadow Lake Street Lighting in substantial conformance with the Proposed Lighting Plans and in compliance with applicable law and the rules, regulations, and standards of the BOW and Clark County REMC (the “Draft Plans and Specifications”). For avoidance of doubt, the Draft Plans and Specifications shall provide for, among other lighting system components, a separate electric meter for only the Shadow Lake Street Lighting so that the electric usage and the cost thereof may be determined. The Association shall deliver to the BOW and the Commission, respectively, the Draft Plans and Specifications, together with documentary evidence acceptable to each of the BOW and the Commission evidencing the approval of Clark County REMC and all applicable governmental and regulatory agencies, on or before _____, 2025 (the “Plan Submission Date”). Following the submission of the Draft Plans and Specifications, the Commission and the BOW shall each consider approval or rejection of the Draft Plans and Specifications at each body’s next regular meeting (or at a special meeting), with the BOW and the Commission each exercising sole discretion at such public bodies’ respective meetings. If either or both the BOW and/or the Commission reject the Draft Plans and Specifications, such rejecting body shall provide to the Association a reasonably detailed summary of its basis for rejection and the Association shall have a period not to exceed thirty (30) days from the date of such rejection to revise and resubmit the Draft Plans and Specifications. Notwithstanding anything to the contrary herein, if the Draft Plans and Specifications are not approved within ninety (90) days from the Plan Submission Date, then such Draft Plans and Specifications shall be deemed fully and finally rejected and this Agreement shall terminate except for such obligations which expressly survive the termination hereof. Upon approval by both the BOW and the Commission, the Draft Plans and Specifications shall be deemed the “Final Lighting Plans”.

3. **Operation and Maintenance of Street Lights**.

(a) Costs; Invoicing.

(i) The Association shall be solely responsible for the costs and expenses arising from, and relating to, the operation and maintenance of the Shadow Lake Street Lighting following the Installation, including, without limitation, the utility costs to power the Shadow Lake Street Lighting (collectively, the “Operation and Maintenance Costs”).

(ii) The BOW will, within ninety (90) days following the beginning of each calendar year, deliver to the Association an invoice for the estimated Operation and Maintenance Costs for such calendar year based on the actual Operation and Maintenance Costs for the immediately preceding calendar year (the “Annual Invoice”). Additionally, within ninety (90) days following the beginning of each calendar year, the BOW will deliver to the Association a statement of the actual Operation and Maintenance Costs for the preceding calendar year and any differential between such amount and the estimated amount set forth on the Annual Invoice for such calendar year (the “Annual Reconciliation Statement”). If the Annual Reconciliation Statement reveals an underpayment of the Operation and Maintenance Costs by the Association for such calendar year, then the Association shall pay to the BOW the amount of such underpayment within thirty (30) days of receipt of the Annual Reconciliation Statement. If the Annual Reconciliation Statement reveals an overpayment of the Operation and Maintenance Costs by the Association for such calendar year, then the BOW shall credit such overpayment against the next Annual Invoice.

(iii) Notwithstanding Section 3(a)(ii), for the remaining partial calendar year following the completion of the Installation, the BOW will deliver to the Association an Annual Invoice for such period as soon as reasonably practicable following the completion of the Installation, with the amount thereof to be the BOW’s estimate for the Operation and Maintenance Costs for such period based upon the BOW’s experience with the operation and maintenance of other street lighting systems in the City. The Operation and Maintenance Costs for such partial calendar year shall be reconciled in the same matter as set forth in Section 3(a)(ii) above.

(iv) The Association shall pay to the BOW the amount of each Annual Invoice within thirty (30) days following the Association’s receipt thereof. Any Annual Invoice not paid in full within such time period shall be deemed delinquent and shall bear interest from the date of such delinquency at a rate equal to the lesser of (A) the maximum rate of interest legally permissible or (B) three (3) percentage points in excess of the then prevailing “prime rate” of interest as announced from time to time in The Wall Street Journal in the section titled “Money Rates” or, if such rate is discontinued, some other responsible periodical of recognized authority as determined by the BOW. If any Annual Invoice or other amount owed by the Association to the BOW hereunder remains delinquent for a period of thirty (30) days or more, the BOW may instruct Clark County REMC to discontinue electrical power to the Shadow Lake Street Lighting until such time as all such payments, including accrued interest, are paid in full and current.

(b) Operation and Maintenance.

(i) The BOW shall coordinate with Clark County REMC, or any successor thereof as the electric utility provider for the Shadow Lake Street Lighting, to provide electrical power for the Shadow Lake Street Lighting upon the completion of the Installation (the “Electric Cost”). The BOW, at its sole option, may elect to (x) instruct Clark County REMC to invoice the Association directly for the Electric Cost or (y) pay the Electric Cost and invoice the Association therefor as an Operation and Maintenance Cost in accordance with the procedure set forth in Section 3(a).

(ii) Subject to Section 3(a), the BOW shall maintain and repair, or cause to be maintained and repaired, the Shadow Lake Street Lighting in a manner materially consistent with other public street lighting systems in the City.

(iii) The Association, for itself and its Members (as defined in the Declaration), hereby grants to the BOW and the City, and their respective agents, employees, and contractors, a temporary license during times of maintenance and repair of the Shadow Lake Street Lighting on, over, and across such portion of the property lying within the Business Park being twenty feet (20’) in width along the public rights of way known as Shadow Lake Drive and Cristiani Parkway in order to allow such maintenance and repair activities; provided, however, such right of temporary access shall be exercised in such a manner as to mitigate unreasonable interference with the rights of the Association and its Members.

(iv) For avoidance of doubt, the Association shall have no right of self-help to repair or maintain the Shadow Lake Street Lighting.

4. **Representations and Warranties.** Unless attributed below to a specified party, each party to this Agreement represents and warrants to each of the other parties the following:

(a) **Organization and Qualification.** The Association is a non-profit corporation duly formed, in good standing, and authorized to conduct business under the laws of the State of Indiana. The Declarations, and the Bylaws attached thereto, are in full force and effect and have not been amended or modified.

(b) **Right and Power.** Each party has the full right, power and authority to execute and deliver this Agreement and the other deliverables provided for herein and is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement.

(c) **Conflict with Other Instruments.** Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of

any of the terms, conditions or provisions of any other agreements of the Association, or any regulation, order, writ, injunction or decree of any court or governmental instrumentality or agency or any agreement or instrument to which the Association is a party or by which it or any of its respective properties is subject to or bound, or constitute a default thereunder or result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature whatsoever upon any of the property of the Association pursuant to the terms of any such agreement or instrument.

(d) Authority, Validity and Binding Effect. The execution and delivery of this Agreement and the execution and delivery of the other documents provided for herein have been duly authorized by all necessary action on the part of the Commission, the BOW, and the Association, and no additional authorization, approval or consent by, or filing with, any governmental or public regulatory authority is necessary therefor except as specifically provided herein. Specifically, the Association has been duly authorized by its Members to enter into this Agreement in accordance with the Declaration and its Bylaws (as defined in the Declaration). The individuals executing this Agreement are authorized to act on behalf of the applicable party hereto and have the power to bind such party to the terms hereof. When executed by each party, this Agreement shall be deemed duly and validly executed and delivered by the party and shall constitute a legal, valid and binding obligation of the Commission, the BOW, and the Association, enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable law, bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by principles of equity.

(e) Litigation. There are no actions, suits or proceedings pending, or to the actual knowledge of the Association, threatened against or affecting the Association or its Members before any court or governmental instrumentality or agency, the result of which might have a material adverse effect on the Association or its operations or financial condition, or on the future development of the Business Park.

(f) Other Approvals. The Association acknowledges that future development in the Business Park may be subject to certain approvals and permitting by certain other City agencies, bodies, and boards under applicable law and ordinance, including, without limitation, zoning and developmental requirements, subdivision regulations, and building standards.

(g) Other Documents. Each document furnished pursuant to this Agreement is a true and correct copy thereof, has not been modified or amended and is in full force and effect on the date hereof.

None of representations or warranties set forth in this Agreement by either party or in any document or certificate furnished pursuant to this Agreement or in connection with any transactions contemplated hereby, contains or will contain any untrue statement of material fact or

omits or will omit to state a material fact necessary to make any statement of fact contained herein or therein, in light of circumstances under which it was made, not misleading.

5. **Additional Association Covenants.** In addition to its other obligations set forth in this Agreement, the Association covenants to the Commission as follows:

(a) **Existence; Good Standing.** The Association shall, at all times, remain duly organized and in good standing under the laws of the State of Indiana.

(b) **Declarations; Bylaws.** The Association shall provide to the Commission and the BOW prior written notice of any proposed amendment(s) to the Declaration or the Association's Bylaws before approval or enactment thereof.

(c) **Insurance.** The Association shall require its Members to maintain insurance in accordance with the terms and conditions of the Declaration.

(d) **Taxes.** The Association and its Members shall timely pay all taxes on real and personal property owned by the Association in accordance with Indiana law.

(e) **Legal Compliance.** In the use, operation, and development of the Business Park, the Association and its Members shall comply, at all times, with applicable law, ordinance, and regulation, including, without limitation, the City's zoning ordinance and developmental standards.

(f) **Cooperation; No Interference.** The Association and its Members shall cooperate reasonably and in good faith with the BOW and the City in connection with the Installation and shall not materially or unreasonably interfere, nor permit agents, contractors or invitees accessing the Business Park with the permission of the Association or its Members to materially or unreasonably interfere with such activities undertaken by the BOW and/or the City.

6. **Default and Remedies.**

(a) **Commission's Default.** Subject to Section 6(d), in the event that the Commission fails to perform any of its obligations under this Agreement for any reason other than the default of the BOW or the Association or the permitted termination of this Agreement as expressly provided in this Agreement:

(i) the BOW shall be entitled, as its exclusive remedies, to either (A) terminate this Agreement by written notice to the Commission and the Association, or (B) only if the Association does not elect to terminate this Agreement in accordance with Section 6(a)(ii), recover payment from the Commission, as liquidated damages, an amount equal to the lesser of (x) the Commission Assistance

less any portion thereof previously delivered to the BOW and (y) the actual cost of the Installation; and

(ii) the Association shall be entitled as its sole and exclusive remedy to terminate this Agreement by written notice to the Commission and the BOW.

(b) BOW's Default. Subject to Section 6(d), in the event that the BOW fails to perform any of its obligations under this Agreement for any reason other than the default of the Commission or the Association or the permitted termination of this Agreement as expressly provided in this Agreement:

(i) the Commission shall be entitled, as its exclusive remedies, to (A) terminate this Agreement by written notice to the Association and the BOW, and/or (B) recover from the BOW all Commission Assistance distributed by the Commission to the BOW; and

(ii) the Association shall be entitled as its sole and exclusive remedy to terminate this Agreement by written notice to the Commission and the BOW.

(c) Association's Default. Subject to Section 6(d), in the event that the Association fails to perform any of its obligations under this Agreement for any reason other than the default of the Commission or the BOW or the permitted termination of this Agreement as expressly provided in this Agreement:

(i) the Commission shall be entitled, as its exclusive remedy, to recover from the Association an amount equal to the Commission Assistance distributed by the Commission to the BOW, plus the costs and expenses incurred by the Commission in connection with the preparation and negotiation of this Agreement, including, without limitation, reasonable attorneys' fees and costs; and

(ii) the BOW shall be entitled to (A) terminate this Agreement by written notice to the Association and the Commission and/or (B) pursue all remedies available at law and in equity, including, without limitation, the recovery from the Association of the costs and expenses incurred by the BOW in connection with the Installation, the recovery from the Association of Operation and Maintenance Costs incurred by the BOW, and to seek specific performance of the Associations obligations under this Agreement.

(d) Notice of Breach; Cure Period. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach or event of default under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform and shall demand performance. No breach or event of default under this Agreement shall be deemed to have occurred if the

party receiving notice of such a failure hereunder cures such failure within thirty (30) days of receipt of such notice, or, in the event of a non-monetary default, such longer period as is reasonably necessary to complete such a cure so long as the party commences the curative efforts within such thirty (30) day period and diligently pursues completion of the same. The parties' respective remedies set forth in Sections 6(a), (b), and (c) are subject to the notice requirement and cure period set forth in this Section 6(d). As used herein, the term "non-monetary default" refers to a breach or default which cannot be cured by the payment of a liquidated sum of money.

(e) Attorneys' Fees. In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment. The right to attorneys' fees shall survive the termination of this Agreement.

7. Indemnification.

(a) Indemnification by the Association. Except as caused or occasioned by the negligence or willful misconduct of the BOW, the Commission, the City and any City agency, body, and board, and their respective officers, employees, attorneys and agents (each a "City Indemnitee" and, together, "City Indemnitees"), the Association covenants and agrees at its expense to pay and to indemnify and save the City Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly from the Association's (and/or any of the Association's Members, directors, officers, employees, agents, contractors, or attorneys) negligence or willful misconduct with respect to the Business Park, the Shadow Lake Street Lighting, and the activities contemplated by this Agreement, or due to any representation or warranty of the Association herein being false or materially misleading. If any action or proceeding is brought against one or more City Indemnitees, (i) each City Indemnitee may, in its sole discretion, select its own counsel, (ii) the City Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the Association in writing, and (iii) the Association shall reimburse such City Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such City Indemnitee(s) in connection with the defense of such action or proceeding. This Section 7(a) shall survive the termination or expiration of this Agreement.

(b) Indemnification by the BOW. Except as caused or occasioned by the negligence or willful misconduct of the Association, and/or the Association's Members,

directors, officers, employees, agents, contractors, or attorneys (each an “Association Indemnitee” and, together, “Association Indemnitees”), or by the gross negligence or willful misconduct of the Commission, its officers, attorneys and agents (each a “Commission Indemnitee” and, together, “Commission Indemnitees”), the BOW covenants and agrees at its expense to pay and to indemnify and save the Association Indemnitees and the Commission Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly from the BOW’s (and/or the City and any City agency, body, and board other than the Commission, and the City’s and the BOW’s respective officers, employees, attorneys and agents) negligence or willful misconduct with respect to the Business Park and the Shadow Lake Street Lighting, and the activities contemplated by this Agreement. If any action or proceeding is brought against one or more Association Indemnitees or Commission Indemnitees, (i) each such Association Indemnitee or Commission Indemnitee, as applicable, may, in its sole discretion, select its own counsel, (ii) the Association Indemnitee(s) or Commission Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the BOW in writing, and (iii) the BOW shall reimburse such Association Indemnitee(s) or Commission Indemnitees for all reasonable costs and expenses, including reasonable attorneys’ fees, incurred by such Association Indemnitee(s) or Commission Indemnitees in connection with the defense of such action or proceeding. Notwithstanding the foregoing, nothing in this Section 7(b) shall be deemed a waiver of the doctrine of qualified immunity.

(c) Indemnification by the Commission. The BOW and the Association acknowledge and agree that the Commission’s only obligation hereunder is the provision of the Commission Assistance in accordance with Section 2 hereof. Except as caused or occasioned by the negligence or willful misconduct of one or more of the Association Indemnitees, or by the negligence or willful misconduct of the BOW, its officers, attorneys and agents (each a “BOW Indemnitee” and, together, “BOW Indemnitees”), the Commission covenants and agrees at its expense to pay and to indemnify and save the Association Indemnitees and the BOW Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly from the Commission’s (and/or Commission’s respective officers, employees, attorneys and agents) gross negligence or willful misconduct with respect to the Business Park and the Shadow Lake Street Lighting, and the activities contemplated by this Agreement. If any action or proceeding is brought against one or more Association Indemnitees or BOW Indemnitees, (i) each Association Indemnitee or BOW Indemnitee, as applicable, may, in its sole discretion, select its own counsel, (ii) the Association Indemnitee(s) or BOW Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the BOW in writing, and (iii) the Commission shall reimburse such Association Indemnitee(s) or BOW Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys’ fees, incurred by such Association Indemnitee(s) or BOW Indemnitee(s) in connection with the

defense of such action or proceeding. Notwithstanding the foregoing, nothing in this Section 7(c) shall be deemed a waiver of the doctrine of qualified immunity.

8. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Commission: City of Charlestown Redevelopment Commission
304 Main Cross Street
Charlestown, Indiana 47111
Attn: President

With a copy to: Frost Brown Todd LLP
400 West Market Street, Suite 3200
Louisville, Kentucky 40202-3363
Attn: Amy J. Burnette & Jacob B. Vissing

The Wheatley Group
5150 Charlestown Road, Suite 1A
New Albany, Indiana 47150
Attn: Jill Saegesser

To the BOW: City of Charlestown Board of Public Works
304 Main Cross Street
Charlestown, Indiana 47111
Attn: Chair

With a copy to: Mosley, Bertrand & McCall
332 Spring Street
Jeffersonville, Indiana 47130
Attn: William P. McCall, III

To the Association: Shadow Lake Owners Association, Inc.
3000 Shadow Lake Drive
Charlestown, Indiana 47111
Attn: Chris Jackson

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by overnight or certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

9. **Miscellaneous Provisions.**

(a) Time of Essence. Time is of the essence in the performance of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein).

(b) Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an amendment approved in the same manner as this Agreement, and by the execution of said amendment by the parties or their successors in interest.

(c) Merger. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

(d) Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

(e) Assignment. Except as expressly permitted herein, the Property and Project (or any part thereof) and the rights and obligations contained in this Agreement may not be assigned or transferred by the Association without the express prior written consent of Commission and any such assignee or transferee entity shall assume in writing all of the obligations of the Association herein.

(f) No Third-Party Beneficiaries. Except as provided in Section 9(e) above, this Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party. For avoidance of doubt, except for the express indemnification provisions set forth in Section 7 hereof, no Member of the Association may individually enforce the provisions of this Agreement against the BOW or the Commission.

(g) Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until the each of the Commission and the BOW have approved or ratified the execution of this Agreement at public meetings held and conducted in accordance with Indiana law.

(h) Approvals. Notwithstanding anything contained herein, the parties acknowledge and recognize that the obligations of governmental parties hereunder, including those of the Commission and the BOW, are or may be subject to and conditioned upon certain legal approval requirements, including, without limitation, public meetings, public hearings, public bidding, and formal approvals of the Commission, the BOW, and other governmental bodies.

(i) Non-Discrimination. As required by I.C. 22-9-1-10, the Association shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be considered a material breach of this Agreement.

(j) Termination. In addition to the other provisions of this Agreement allowing the termination of this Agreement for any reason, this Agreement shall automatically terminate and be of no further force or effect on the date that is ten (10) years after the date of this Agreement. The BOW may, in its sole discretion, continue to operate and maintain the Shadow Lake Street Lighting following such termination in its ordinary course of operating and maintaining public improvements and street lighting systems in the City. Notwithstanding anything to the contrary herein, if any monetary obligations of the Association hereunder which are not paid in full as of such termination date shall remain due and payable and recoverable by the BOW together with any applicable interest, penalties, and/or attorneys' fees.

(k) No Waiver. No delay or failure by the Association, the Commission, the BOW, or any City agency, body, or board to enforce any of the covenants, conditions, reservations and rights contained in this Agreement or to invoke any available remedy with respect to an event of default by either party, shall under any circumstances be deemed or held to be a waiver or an estoppel to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

(l) Force Majeure. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform the same; provided, however, that if completion of performance shall be delayed at any time by reason of pandemic, acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons) (each a "Force Majeure Event"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such Force Majeure Event. If there should arise a Force Majeure Event and the Association, the BOW, or the Commission anticipates that such Force Majeure Event will cause a delay in its performance under this Agreement, then such Party shall provide written notice to the other Party(ies) to this Agreement with the nature of and the anticipated length of such delay. For avoidance of doubt, payment of a monetary obligation may not be delayed due to a Force Majeure Event.

(m) No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the Commission, the BOW, and/or the City and the Association or any Member thereof.

(n) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

(o) Jurisdiction and Venue. The Association agrees, and hereby submits, to jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana, and the Association hereby specifically waives any right to raise questions of personal jurisdiction or venue. Further, the Association waives, to the extent permitted under applicable law, any right the Association may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

(p) Counterparts. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Commission, the BOW, and the Association have executed this Agreement as of the Effective Date.

COMMISSION:

**THE CITY OF CHARLESTOWN
REDEVELOPMENT COMMISSION,**
a municipal body politic of the State of Indiana

By: _____

Name: Derek Coombs

Title: President

BOW:

**THE CITY OF CHARLESTOWN BOARD OF
PUBLIC WORKS,** a municipal body politic of the
State of Indiana

By: _____

Name: Mayor Treva Hodges

Title: Chair

ASSOCIATION:

**SHADOW LAKE OWNERS ASSOCIATION,
INC.,** an Indiana nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

Proposed Lighting Plans

[Attached]

PROJECT AGREEMENT

This **PROJECT AGREEMENT** (this “Agreement”) is made as of the ___ day of _____, 2025 (the “Effective Date”), by and among (i) **THE CITY OF CHARLESTOWN REDEVELOPMENT COMMISSION**, a municipal body politic of the State of Indiana (the “Commission”), (ii) **THE CITY OF CHARLESTOWN BOARD OF PUBLIC WORKS**, a municipal body politic of the State of Indiana (the “BOW”), and (iii) **SHADOW LAKE OWNERS ASSOCIATION, INC.**, an Indiana nonprofit corporation (the “Association”).

RECITALS

A. The Commission desires to encourage investment and improve economic development in the City of Charlestown, Indiana (the “City”).

B. The Board of Works, among other things, oversees the use and operation of certain City property and improvements.

C. The Association is a nonprofit corporation formed to operate as the property owners’ association for the owners of real property located in the Shadow Lake Business Park, as described on that certain Final Plat of Shadow Lake Business Park recorded June 17, 2024 as Instrument No. 202411305 in the Office of the Recorder of Clark County, Indiana (the “Business Park”), and governed by that certain Declaration of Covenants, Conditions, and Restrictions for Shadow Lake Business Park, dated June 19, 2024, and recorded June 24, 2024 as Instrument No. 202412144 in the Office of the Recorder of Clark County, Indiana (the “Declaration”).

D. The Association desires for street lighting to be installed along certain of the public roadways located within the Business Parking (the “Shadow Lake Street Lighting”) as more particularly depicted on the proposed lighting plan attached hereto as **Exhibit A** (the “Proposed Lighting Plans”).

E. The Commission has determined that the proposed Shadow Lake Street Lighting will encourage, promote, and improve investment and economic development within the City and benefit certain economic development and redevelopment areas within the City.

F. The BOW has determined that the proposed Shadow Lake Street Lighting will increase public safety on and along certain public rights-of-way within the City, including Shadow Lake Drive and Cristiani Parkway.

G. Subject to the terms and conditions of this Agreement: (i) the Commission will agree to provide certain financial assistance for the installation of the Shadow Lake Street Lighting; (ii) the BOW will agree to install, or cause to be installed, the Shadow Lake Street Lighting; and (iii) the Association will accept responsibility for the operation and maintenance costs for the Shadow Lake Street Lighting following installation thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission, the BOW, and the Association, each intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals & Exhibits.** 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. The exhibits attached to this Agreement 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. **Installation of Street Lights.**

(a) **Costs.**

(i) The Commission will contribute to the BOW funds in the amount not to exceed, One Hundred Thirty-Three Thousand Eight Hundred Twenty-Seven Dollars (\$133,827.00) to be used by the BOW solely for the Installation (as such term is hereafter defined) (the "Commission Assistance"). The Commission will pay to the BOW, within sixty (60) days from the date on which the Final Lighting Plans are approved by both the BOW and the Commission, an amount equal to the lesser of (A) the Commission Assistance or (B) if contained in the Final Lighting Plans, the actual fixed fee quoted price for the Installation. Any Commission Assistance funds not actually applied to the cost and expense of the Installation incurred by the BOW shall be refunded by the BOW to the Commission within sixty (60) days following the completion of the Installation.

(ii) Subject to the "BOW Cap", the BOW shall be responsible for that portion of the cost of the Installation in excess of the amount of the Commission Assistance. As used herein, the term "BOW Cap" shall mean an amount equal to, and not to exceed, Zero Dollars (\$0.00).

(iii) In the event the sum of the Commission Assistance plus the BOW Cap is less than the total actual cost of the Installation (such difference being the "Cost Overage"), the Association shall be responsible for the payment of the Cost Overage, with such funds to be paid to the BOW within twenty (20) days of written demand therefor by the BOW.

(b) **Installation.** Subject only to a Force Majeure Event, on or before that date which is _____ (__) months following the date on which the Final Lighting Plans are

approved by both the BOW and the Commission, the BOW shall install, or cause to be installed, within the bounds of the dedicated rights-of-way for Shadow Lake Drive and Cristiani Parkway, the Shadow Lake Street Lighting in accordance with the Final Lighting Plans (as hereafter defined) (the “Installation”).

(c) Final Lighting Plans. The Association, at its sole cost and expense, shall coordinate with the BOW and Clark County Rural Electric Membership Corporation (“Clark County REMC”) to prepare, or cause to be prepared, detailed plans and specifications for the installation of the Shadow Lake Street Lighting in substantial conformance with the Proposed Lighting Plans and in compliance with applicable law and the rules, regulations, and standards of the BOW and Clark County REMC (the “Draft Plans and Specifications”). For avoidance of doubt, the Draft Plans and Specifications shall provide for, among other lighting system components, a separate electric meter for only the Shadow Lake Street Lighting so that the electric usage and the cost thereof may be determined. The Association shall deliver to the BOW and the Commission, respectively, the Draft Plans and Specifications, together with documentary evidence acceptable to each of the BOW and the Commission evidencing the approval of Clark County REMC and all applicable governmental and regulatory agencies, on or before _____, 2025 (the “Plan Submission Date”). Following the submission of the Draft Plans and Specifications, the Commission and the BOW shall each consider approval or rejection of the Draft Plans and Specifications at each body’s next regular meeting (or at a special meeting), with the BOW and the Commission each exercising sole discretion at such public bodies’ respective meetings. If either or both the BOW and/or the Commission reject the Draft Plans and Specifications, such rejecting body shall provide to the Association a reasonably detailed summary of its basis for rejection and the Association shall have a period not to exceed thirty (30) days from the date of such rejection to revise and resubmit the Draft Plans and Specifications. Notwithstanding anything to the contrary herein, if the Draft Plans and Specifications are not approved within ninety (90) days from the Plan Submission Date, then such Draft Plans and Specifications shall be deemed fully and finally rejected and this Agreement shall terminate except for such obligations which expressly survive the termination hereof. Upon approval by both the BOW and the Commission, the Draft Plans and Specifications shall be deemed the “Final Lighting Plans”.

3. **Operation and Maintenance of Street Lights**.

(a) Costs; Invoicing.

(i) The Association shall be solely responsible for the costs and expenses arising from, and relating to, the operation and maintenance of the Shadow Lake Street Lighting following the Installation, including, without limitation, the utility costs to power the Shadow Lake Street Lighting (collectively, the “Operation and Maintenance Costs”).

(ii) The BOW will, within ninety (90) days following the beginning of each calendar year, deliver to the Association an invoice for the estimated Operation and Maintenance Costs for such calendar year based on the actual Operation and Maintenance Costs for the immediately preceding calendar year (the “Annual Invoice”). Additionally, within ninety (90) days following the beginning of each calendar year, the BOW will deliver to the Association a statement of the actual Operation and Maintenance Costs for the preceding calendar year and any differential between such amount and the estimated amount set forth on the Annual Invoice for such calendar year (the “Annual Reconciliation Statement”). If the Annual Reconciliation Statement reveals an underpayment of the Operation and Maintenance Costs by the Association for such calendar year, then the Association shall pay to the BOW the amount of such underpayment within thirty (30) days of receipt of the Annual Reconciliation Statement. If the Annual Reconciliation Statement reveals an overpayment of the Operation and Maintenance Costs by the Association for such calendar year, then the BOW shall credit such overpayment against the next Annual Invoice.

(iii) Notwithstanding Section 3(a)(ii), for the remaining partial calendar year following the completion of the Installation, the BOW will deliver to the Association an Annual Invoice for such period as soon as reasonably practicable following the completion of the Installation, with the amount thereof to be the BOW’s estimate for the Operation and Maintenance Costs for such period based upon the BOW’s experience with the operation and maintenance of other street lighting systems in the City. The Operation and Maintenance Costs for such partial calendar year shall be reconciled in the same matter as set forth in Section 3(a)(ii) above.

(iv) The Association shall pay to the BOW the amount of each Annual Invoice within thirty (30) days following the Association’s receipt thereof. Any Annual Invoice not paid in full within such time period shall be deemed delinquent and shall bear interest from the date of such delinquency at a rate equal to the lesser of (A) the maximum rate of interest legally permissible or (B) three (3) percentage points in excess of the then prevailing “prime rate” of interest as announced from time to time in The Wall Street Journal in the section titled “Money Rates” or, if such rate is discontinued, some other responsible periodical of recognized authority as determined by the BOW. If any Annual Invoice or other amount owed by the Association to the BOW hereunder remains delinquent for a period of thirty (30) days or more, the BOW may instruct Clark County REMC to discontinue electrical power to the Shadow Lake Street Lighting until such time as all such payments, including accrued interest, are paid in full and current.

(b) Operation and Maintenance.

(i) The BOW shall coordinate with Clark County REMC, or any successor thereof as the electric utility provider for the Shadow Lake Street Lighting, to provide electrical power for the Shadow Lake Street Lighting upon the completion of the Installation (the “Electric Cost”). The BOW, at its sole option, may elect to (x) instruct Clark County REMC to invoice the Association directly for the Electric Cost or (y) pay the Electric Cost and invoice the Association therefor as an Operation and Maintenance Cost in accordance with the procedure set forth in Section 3(a).

(ii) Subject to Section 3(a), the BOW shall maintain and repair, or cause to be maintained and repaired, the Shadow Lake Street Lighting in a manner materially consistent with other public street lighting systems in the City.

(iii) The Association, for itself and its Members (as defined in the Declaration), hereby grants to the BOW and the City, and their respective agents, employees, and contractors, a temporary license during times of maintenance and repair of the Shadow Lake Street Lighting on, over, and across such portion of the property lying within the Business Park being twenty feet (20’) in width along the public rights of way known as Shadow Lake Drive and Cristiani Parkway in order to allow such maintenance and repair activities; provided, however, such right of temporary access shall be exercised in such a manner as to mitigate unreasonable interference with the rights of the Association and its Members.

(iv) For avoidance of doubt, the Association shall have no right of self-help to repair or maintain the Shadow Lake Street Lighting.

4. **Representations and Warranties.** Unless attributed below to a specified party, each party to this Agreement represents and warrants to each of the other parties the following:

(a) **Organization and Qualification.** The Association is a non-profit corporation duly formed, in good standing, and authorized to conduct business under the laws of the State of Indiana. The Declarations, and the Bylaws attached thereto, are in full force and effect and have not been amended or modified.

(b) **Right and Power.** Each party has the full right, power and authority to execute and deliver this Agreement and the other deliverables provided for herein and is not in violation of any laws in any manner material to its ability to perform its obligations under this Agreement.

(c) **Conflict with Other Instruments.** Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated hereby, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of

any of the terms, conditions or provisions of any other agreements of the Association, or any regulation, order, writ, injunction or decree of any court or governmental instrumentality or agency or any agreement or instrument to which the Association is a party or by which it or any of its respective properties is subject to or bound, or constitute a default thereunder or result in the creation or imposition of any lien, charge, security interest or encumbrance of any nature whatsoever upon any of the property of the Association pursuant to the terms of any such agreement or instrument.

(d) Authority, Validity and Binding Effect. The execution and delivery of this Agreement and the execution and delivery of the other documents provided for herein have been duly authorized by all necessary action on the part of the Commission, the BOW, and the Association, and no additional authorization, approval or consent by, or filing with, any governmental or public regulatory authority is necessary therefor except as specifically provided herein. Specifically, the Association has been duly authorized by its Members to enter into this Agreement in accordance with the Declaration and its Bylaws (as defined in the Declaration). The individuals executing this Agreement are authorized to act on behalf of the applicable party hereto and have the power to bind such party to the terms hereof. When executed by each party, this Agreement shall be deemed duly and validly executed and delivered by the party and shall constitute a legal, valid and binding obligation of the Commission, the BOW, and the Association, enforceable in accordance with its terms, except as the enforceability thereof may be limited by applicable law, bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights and by principles of equity.

(e) Litigation. There are no actions, suits or proceedings pending, or to the actual knowledge of the Association, threatened against or affecting the Association or its Members before any court or governmental instrumentality or agency, the result of which might have a material adverse effect on the Association or its operations or financial condition, or on the future development of the Business Park.

(f) Other Approvals. The Association acknowledges that future development in the Business Park may be subject to certain approvals and permitting by certain other City agencies, bodies, and boards under applicable law and ordinance, including, without limitation, zoning and developmental requirements, subdivision regulations, and building standards.

(g) Other Documents. Each document furnished pursuant to this Agreement is a true and correct copy thereof, has not been modified or amended and is in full force and effect on the date hereof.

None of representations or warranties set forth in this Agreement by either party or in any document or certificate furnished pursuant to this Agreement or in connection with any transactions contemplated hereby, contains or will contain any untrue statement of material fact or

omits or will omit to state a material fact necessary to make any statement of fact contained herein or therein, in light of circumstances under which it was made, not misleading.

5. **Additional Association Covenants.** In addition to its other obligations set forth in this Agreement, the Association covenants to the Commission as follows:

(a) **Existence; Good Standing.** The Association shall, at all times, remain duly organized and in good standing under the laws of the State of Indiana.

(b) **Declarations; Bylaws.** The Association shall provide to the Commission and the BOW prior written notice of any proposed amendment(s) to the Declaration or the Association's Bylaws before approval or enactment thereof.

(c) **Insurance.** The Association shall require its Members to maintain insurance in accordance with the terms and conditions of the Declaration.

(d) **Taxes.** The Association and its Members shall timely pay all taxes on real and personal property owned by the Association in accordance with Indiana law.

(e) **Legal Compliance.** In the use, operation, and development of the Business Park, the Association and its Members shall comply, at all times, with applicable law, ordinance, and regulation, including, without limitation, the City's zoning ordinance and developmental standards.

(f) **Cooperation; No Interference.** The Association and its Members shall cooperate reasonably and in good faith with the BOW and the City in connection with the Installation and shall not materially or unreasonably interfere, nor permit agents, contractors or invitees accessing the Business Park with the permission of the Association or its Members to materially or unreasonably interfere with such activities undertaken by the BOW and/or the City.

6. **Default and Remedies.**

(a) **Commission's Default.** Subject to Section 6(d), in the event that the Commission fails to perform any of its obligations under this Agreement for any reason other than the default of the BOW or the Association or the permitted termination of this Agreement as expressly provided in this Agreement:

(i) the BOW shall be entitled, as its exclusive remedies, to either (A) terminate this Agreement by written notice to the Commission and the Association, or (B) only if the Association does not elect to terminate this Agreement in accordance with Section 6(a)(ii), recover payment from the Commission, as liquidated damages, an amount equal to the lesser of (x) the Commission Assistance

less any portion thereof previously delivered to the BOW and (y) the actual cost of the Installation; and

(ii) the Association shall be entitled as its sole and exclusive remedy to terminate this Agreement by written notice to the Commission and the BOW.

(b) BOW's Default. Subject to Section 6(d), in the event that the BOW fails to perform any of its obligations under this Agreement for any reason other than the default of the Commission or the Association or the permitted termination of this Agreement as expressly provided in this Agreement:

(i) the Commission shall be entitled, as its exclusive remedies, to (A) terminate this Agreement by written notice to the Association and the BOW, and/or (B) recover from the BOW all Commission Assistance distributed by the Commission to the BOW; and

(ii) the Association shall be entitled as its sole and exclusive remedy to terminate this Agreement by written notice to the Commission and the BOW.

(c) Association's Default. Subject to Section 6(d), in the event that the Association fails to perform any of its obligations under this Agreement for any reason other than the default of the Commission or the BOW or the permitted termination of this Agreement as expressly provided in this Agreement:

(i) the Commission shall be entitled, as its exclusive remedy, to recover from the Association an amount equal to the Commission Assistance distributed by the Commission to the BOW, plus the costs and expenses incurred by the Commission in connection with the preparation and negotiation of this Agreement, including, without limitation, reasonable attorneys' fees and costs; and

(ii) the BOW shall be entitled to (A) terminate this Agreement by written notice to the Association and the Commission and/or (B) pursue all remedies available at law and in equity, including, without limitation, the recovery from the Association of the costs and expenses incurred by the BOW in connection with the Installation, the recovery from the Association of Operation and Maintenance Costs incurred by the BOW, and to seek specific performance of the Associations obligations under this Agreement.

(d) Notice of Breach; Cure Period. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach or event of default under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform and shall demand performance. No breach or event of default under this Agreement shall be deemed to have occurred if the

party receiving notice of such a failure hereunder cures such failure within thirty (30) days of receipt of such notice, or, in the event of a non-monetary default, such longer period as is reasonably necessary to complete such a cure so long as the party commences the curative efforts within such thirty (30) day period and diligently pursues completion of the same. The parties' respective remedies set forth in Sections 6(a), (b), and (c) are subject to the notice requirement and cure period set forth in this Section 6(d). As used herein, the term "non-monetary default" refers to a breach or default which cannot be cured by the payment of a liquidated sum of money.

(e) Attorneys' Fees. In the event legal action is instituted by any party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment. The right to attorneys' fees shall survive the termination of this Agreement.

7. Indemnification.

(a) Indemnification by the Association. Except as caused or occasioned by the negligence or willful misconduct of the BOW, the Commission, the City and any City agency, body, and board, and their respective officers, employees, attorneys and agents (each a "City Indemnitee" and, together, "City Indemnitees"), the Association covenants and agrees at its expense to pay and to indemnify and save the City Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly from the Association's (and/or any of the Association's Members, directors, officers, employees, agents, contractors, or attorneys) negligence or willful misconduct with respect to the Business Park, the Shadow Lake Street Lighting, and the activities contemplated by this Agreement, or due to any representation or warranty of the Association herein being false or materially misleading. If any action or proceeding is brought against one or more City Indemnitees, (i) each City Indemnitee may, in its sole discretion, select its own counsel, (ii) the City Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the Association in writing, and (iii) the Association shall reimburse such City Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such City Indemnitee(s) in connection with the defense of such action or proceeding. This Section 7(a) shall survive the termination or expiration of this Agreement.

(b) Indemnification by the BOW. Except as caused or occasioned by the negligence or willful misconduct of the Association, and/or the Association's Members,

directors, officers, employees, agents, contractors, or attorneys (each an “Association Indemnitee” and, together, “Association Indemnitees”), or by the gross negligence or willful misconduct of the Commission, its officers, attorneys and agents (each a “Commission Indemnitee” and, together, “Commission Indemnitees”), the BOW covenants and agrees at its expense to pay and to indemnify and save the Association Indemnitees and the Commission Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly from the BOW’s (and/or the City and any City agency, body, and board other than the Commission, and the City’s and the BOW’s respective officers, employees, attorneys and agents) negligence or willful misconduct with respect to the Business Park and the Shadow Lake Street Lighting, and the activities contemplated by this Agreement. If any action or proceeding is brought against one or more Association Indemnitees or Commission Indemnitees, (i) each such Association Indemnitee or Commission Indemnitee, as applicable, may, in its sole discretion, select its own counsel, (ii) the Association Indemnitee(s) or Commission Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the BOW in writing, and (iii) the BOW shall reimburse such Association Indemnitee(s) or Commission Indemnitees for all reasonable costs and expenses, including reasonable attorneys’ fees, incurred by such Association Indemnitee(s) or Commission Indemnitees in connection with the defense of such action or proceeding. Notwithstanding the foregoing, nothing in this Section 7(b) shall be deemed a waiver of the doctrine of qualified immunity.

(c) Indemnification by the Commission. The BOW and the Association acknowledge and agree that the Commission’s only obligation hereunder is the provision of the Commission Assistance in accordance with Section 2 hereof. Except as caused or occasioned by the negligence or willful misconduct of one or more of the Association Indemnitees, or by the negligence or willful misconduct of the BOW, its officers, attorneys and agents (each a “BOW Indemnitee” and, together, “BOW Indemnitees”), the Commission covenants and agrees at its expense to pay and to indemnify and save the Association Indemnitees and the BOW Indemnitees harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly from the Commission’s (and/or Commission’s respective officers, employees, attorneys and agents) gross negligence or willful misconduct with respect to the Business Park and the Shadow Lake Street Lighting, and the activities contemplated by this Agreement. If any action or proceeding is brought against one or more Association Indemnitees or BOW Indemnitees, (i) each Association Indemnitee or BOW Indemnitee, as applicable, may, in its sole discretion, select its own counsel, (ii) the Association Indemnitee(s) or BOW Indemnitee(s) seeking indemnification shall give notice of such action or proceeding to the BOW in writing, and (iii) the Commission shall reimburse such Association Indemnitee(s) or BOW Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys’ fees, incurred by such Association Indemnitee(s) or BOW Indemnitee(s) in connection with the

defense of such action or proceeding. Notwithstanding the foregoing, nothing in this Section 7(c) shall be deemed a waiver of the doctrine of qualified immunity.

8. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Commission: City of Charlestown Redevelopment Commission
304 Main Cross Street
Charlestown, Indiana 47111
Attn: President

With a copy to: Frost Brown Todd LLP
400 West Market Street, Suite 3200
Louisville, Kentucky 40202-3363
Attn: Amy J. Burnette & Jacob B. Vissing

The Wheatley Group
5150 Charlestown Road, Suite 1A
New Albany, Indiana 47150
Attn: Jill Saegesser

To the BOW: City of Charlestown Board of Public Works
304 Main Cross Street
Charlestown, Indiana 47111
Attn: Chair

With a copy to: Mosley, Bertrand & McCall
332 Spring Street
Jeffersonville, Indiana 47130
Attn: William P. McCall, III

To the Association: Shadow Lake Owners Association, Inc.
3000 Shadow Lake Drive
Charlestown, Indiana 47111
Attn: Chris Jackson

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by overnight or certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

9. **Miscellaneous Provisions.**

(a) Time of Essence. Time is of the essence in the performance of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein).

(b) Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, by the adoption of an amendment approved in the same manner as this Agreement, and by the execution of said amendment by the parties or their successors in interest.

(c) Merger. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

(d) Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

(e) Assignment. Except as expressly permitted herein, the Property and Project (or any part thereof) and the rights and obligations contained in this Agreement may not be assigned or transferred by the Association without the express prior written consent of Commission and any such assignee or transferee entity shall assume in writing all of the obligations of the Association herein.

(f) No Third-Party Beneficiaries. Except as provided in Section 9(e) above, this Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third party. For avoidance of doubt, except for the express indemnification provisions set forth in Section 7 hereof, no Member of the Association may individually enforce the provisions of this Agreement against the BOW or the Commission.

(g) Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until the each of the Commission and the BOW have approved or ratified the execution of this Agreement at public meetings held and conducted in accordance with Indiana law.

(h) Approvals. Notwithstanding anything contained herein, the parties acknowledge and recognize that the obligations of governmental parties hereunder, including those of the Commission and the BOW, are or may be subject to and conditioned upon certain legal approval requirements, including, without limitation, public meetings, public hearings, public bidding, and formal approvals of the Commission, the BOW, and other governmental bodies.

(i) Non-Discrimination. As required by I.C. 22-9-1-10, the Association shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be considered a material breach of this Agreement.

(j) Termination. In addition to the other provisions of this Agreement allowing the termination of this Agreement for any reason, this Agreement shall automatically terminate and be of no further force or effect on the date that is ten (10) years after the date of this Agreement. The BOW may, in its sole discretion, continue to operate and maintain the Shadow Lake Street Lighting following such termination in its ordinary course of operating and maintaining public improvements and street lighting systems in the City. Notwithstanding anything to the contrary herein, if any monetary obligations of the Association hereunder which are not paid in full as of such termination date shall remain due and payable and recoverable by the BOW together with any applicable interest, penalties, and/or attorneys' fees.

(k) No Waiver. No delay or failure by the Association, the Commission, the BOW, or any City agency, body, or board to enforce any of the covenants, conditions, reservations and rights contained in this Agreement or to invoke any available remedy with respect to an event of default by either party, shall under any circumstances be deemed or held to be a waiver or an estoppel to assert any right available to it upon the occurrence, recurrence of continuation of any violation or violations hereunder.

(l) Force Majeure. Whenever performance is required of any party hereunder, such party shall use all due diligence and take all necessary measures in good faith to perform the same; provided, however, that if completion of performance shall be delayed at any time by reason of pandemic, acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a party (other than financial reasons) (each a "Force Majeure Event"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such Force Majeure Event. If there should arise a Force Majeure Event and the Association, the BOW, or the Commission anticipates that such Force Majeure Event will cause a delay in its performance under this Agreement, then such Party shall provide written notice to the other Party(ies) to this Agreement with the nature of and the anticipated length of such delay. For avoidance of doubt, payment of a monetary obligation may not be delayed due to a Force Majeure Event.

(m) No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the Commission, the BOW, and/or the City and the Association or any Member thereof.

(n) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

(o) Jurisdiction and Venue. The Association agrees, and hereby submits, to jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana, and the Association hereby specifically waives any right to raise questions of personal jurisdiction or venue. Further, the Association waives, to the extent permitted under applicable law, any right the Association may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

(p) Counterparts. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Commission, the BOW, and the Association have executed this Agreement as of the Effective Date.

COMMISSION:

**THE CITY OF CHARLESTOWN
REDEVELOPMENT COMMISSION,**
a municipal body politic of the State of Indiana

By: _____

Name: Derek Coombs

Title: President

BOW:

**THE CITY OF CHARLESTOWN BOARD OF
PUBLIC WORKS,** a municipal body politic of the
State of Indiana

By: _____

Name: Mayor Treva Hodges

Title: Chair

ASSOCIATION:

**SHADOW LAKE OWNERS ASSOCIATION,
INC.,** an Indiana nonprofit corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

Proposed Lighting Plans

[Attached]

Construction Invoice



7810 State Road 60
Sellersburg, IN 47172
(812) 246-3316
Fax: (812) 246-3146

Date: 2/2/2026

Job# 578421

Account # 78696014

Member Info:

Name: City of Charlestown Redevelopment Commission

Cost of Job: \$61,533.00

Revenue Credit (if any): \$0.00

Address: _____

Total Cost of Job: \$61,533.00

City/State/Zip: _____

Job Description:

A cost of \$61,533 will be required to provide electric service to the new street lighting located at Shadow Lake. The job cost includes all relevant material and personnel to provide electric service. The member will be responsible for exposing all private lines for the underground crews within 10ft. of the new service wire's path (sewer, septic, drainage, water lines, farming tiles, underground dog fences etc.). Failure to do so could result in damage that REMC is not responsible for. Finally, the member will be responsible for moving trailers, fencing, vehicles, or other equipment that could pose an obstacle for REMC's crews. The meter base for temporary/permanent service must be inspected prior to electric connection (when applicable). Invoice must be paid in full by phone or in person at REMC's office before service can be initiated.

Member Signature: _____

Date: _____

Construction invoices are valid 90 days from the date of the quotation.