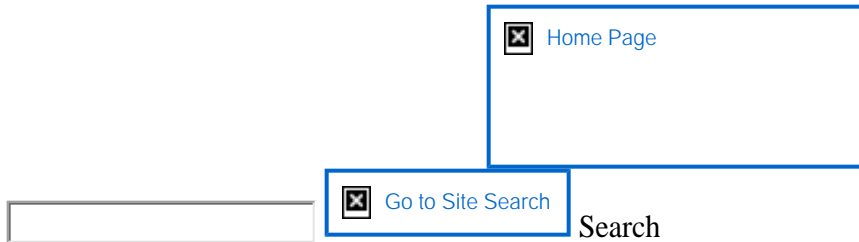


[Skip to Main Content](#)

 Charlestown, IN

[Create a Website Account](#) - Manage notification subscriptions, save form progress and more.

- [Website Sign In](#)



A navigation menu with two items: "Home Page" and "Go to Site Search". The "Home Page" item is enclosed in a blue rectangular box. Below it, there is a search input field with a "Go to Site Search" button (enclosed in a blue box) and a "Search" label.

1. [Government](#)
2. [Community](#)
3. [Services](#)
4. [How Do I...](#)

1. [Home](#)
2. Custom404

### **An error has occurred.**

An error has occurred in this application. All information about this error has been logged. We apologize for any inconvenience.

Please use this number to reference this error: **426caee9-a929-4c22-aa4c-cc71bb511548**

[Return to HOME page.](#)

1. [Community Events](#)
2. [Community News](#)
3. [Parks & Facilities](#)
4. [Alerts](#)
5. [Bid Opportunities](#)
6. [Business Directory](#)
7. [Online Payments](#)
8. [Report a Concern](#)

1.  Logo



- [Facebook](#)
- [Twitter](#)
- [Instagram](#)
- [YouTube](#)

## Contact Us

1. Charlestown City Hall  
304 Main Cross Street  
Charlestown, IN 47111

Phone: [812-256-3422](tel:812-256-3422)

[Email Us](#)

[Directory](#)

## Quick Links

1. [Emergency Storm Shelter Operations](#)
2. [Parks & Recreation](#)
3. [Police Services](#)
4. [Sanitation Pick-Up Schedule \(PDF\)](#)
5. [Winter Storm Operations](#)

/QuickLinks.aspx

## Site Links

1. [Home](#)
2. [Site Map](#)
3. [Contact Us](#)
4. [Accessibility](#)
5. [Copyright Notices](#)
6. [Privacy Policy](#)

/QuickLinks.aspx

Government Websites by [CivicPlus®](#)

Loading

Loading

Do Not Show Again

Close

[]



AGENDA  
For the Regular Meeting of the  
City of Charlestown

**REDEVELOPMENT COMMISSION**

Tuesday, March 3, 2026, at 6:00 P.M.

City Hall

304 Main Cross Street, Charlestown, IN 47111

Livestream Link – [www.facebook.com/charlestown.in](https://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. **Presentation**
  - a. 950 – 958 Market St. Façade Application – Jim Adams
5. **Approval of Minutes**
  - a. February 10, 2026 – Regular Meeting
6. **Claims**
7. **Public Comments**
8. **Consultant Reports**
  - a. The Wheatley Group – TWG
9. **Old Business**
  - a. Shadow Lake Lighting Agreement + Invoice with REMC – TWG
  - b. Gazebo Renovation – Review Schematic – TWG
10. **New Business**
  - a. Discussion

Next Meeting April 7, 2026 @ 6PM (Thursday)

**11. 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**

**February 10, 2026**

**6:00 P.M.**

**THE REGULAR MEETING OF THE REDEVELOPMENT COMMISSION FOR THE CITY OF CHARLESTOWN WAS HELD ON TUESDAY, FEBRUARY 10, 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, Mr. Chuck Deaton and Mr. Robert Brooks. Also present were Mayor Treva Hodges, Perry McCall, City Attorney, Amy Burnette with FBT Gibbons, and Ms. Jill Saegesser and Nate Smith with The Wheatley Group, LLC.

### **Minutes**

Mr. Coombs indicated that the minutes from the Regular Session held on January 6, 2026 and the Executive Session held on January 15, 2026, were distributed for review and inquired whether there were any questions or amendments. Mr. Spencer made a motion to approve the January 6, 2026 Regular Session and January 15, 2026 Executive Session minutes, seconded by Ms. Pate. 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. Mr. Deaton made a motion to approve the claims, seconded by Mr. Brooks. 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:

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 the design to final plans. United Consulting would like to discuss some proposed cost savings measures with the City

Façade Program – The City anticipates a new application for one building with 4 separate addresses to consider at the March meeting.

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.

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.

### **Old Business**

Springville Manor – 101 Jackson Way – There are two properties that are currently being addressed by the Commission's legal counsel – 101 Jackson Way and 107 Jackson Way. Ms. Saegesser asked the Commission to authorize the Commission President to execute the letter to send to the beneficiaries of 101 Jackson Way. Ms. Saegesser stated that once the estate for 107 Jackson Way is established, the Commission's legal counsel will prepare a letter for that address as well. Mr. Spencer made a motion to authorize the Commission President to sign and send the letter via certified mail to 101 Jackson Way, seconded by Ms. Pate. Approved 5-0.

### **New Business**

#### Gazebo Restoration – Review Schematic

Mr. Benjamin White introduced himself to the Commission and explained that he would like to demolish the existing gazebo on the square and replace it. Mr. White stated that he is asking local vendors to donate materials, where possible, and that he would donate his time to the project. After further discussion, Mr. White stated that if the Commission was amenable, he will provide a schematic to Ms. Saegesser. Ms. Saegesser will then send the schematic to the Commission members for their review. The Commission thanked Mr. White for his willingness to help the City with this project.

Charlestown Gateway Signage – Ms. Saegesser presented the proposal from Taylor Siefker Williams Design Group in the amount of \$28,070.00 to design, bid and inspect the new Highway 62 and Highway 3 Charlestown gateway sign. Mr. Spencer made a motion to approve the proposal from Taylor Siefker Williams Design Group in the amount of \$28,070.00 and authorize the Commission President to execute the agreement outside of a meeting upon review by the Commission's legal counsel, seconded by Mr. Brooks. Approved 5-0.

Charlestown Public Works – American Structurepoint Conceptual Design Proposal – Ms. Saegesser explained that the City was given an opportunity to submit an application for READI 2.0 funds in the amount of \$4M. If awarded the re-allocation funds, the City will need to have a detailed cost estimate and schematic design to submit to the local RDA and the IEDC by June of 2026. American Structurepoint submitted a proposal or conceptual design and cost estimates for a \$4M budget and an \$8M budget for \$21,800.00 + \$500.00 maximum in reimbursable expenses. Ms. Saegesser explained that the Commission's legal counsel asked American Structurepoint to make some revisions to the agreement. Mr. Deaton made a motion to award the agreement with American Structurepoint for the conceptual design of the proposed public works facility for an amount not to exceed \$22,300.00 and authorize the Commission President to execute the agreement outside of a meeting upon approval by the Commission's legal counsel, seconded by Mr. Brooks. Approved 5-0.



**Accounts Payable Register**

Date: 02/26/2026 08:48:41 AM

APV Register Batch - REDEVELOPMENT MEETING 03/03/2026

APVREGISTER.FRX

All History

Ordered By APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK		MEMORANDUM	
								CHECK #	DATE		
02/01/2026	114766	NEW WASHINGTON STATE BANK		3323950381.000	REDEV TAXABLE LEASE PRINCIPAL	PRINCIPAL PAYMENT	45000.00	114766	02/01/2026		
02/01/2026	114766	NEW WASHINGTON STATE BANK		3323950382.000	REDEV TAXABLE LEASE INTEREST	INTEREST PAYMENT	14377.50	114766	02/01/2026		
02/01/2026	114767	NEW WASHINGTON STATE BANK		3324950381.000	REDEV LEASE RENTAL PRINCIPAL	LEASE RENTAL INTEREST PAYMENT	11623.50	114767	02/01/2026		
02/01/2026	114767	NEW WASHINGTON STATE BANK		3324950381.000	REDEV LEASE RENTAL PRINCIPAL	LEASE RENTAL PRINCIPAL PAYMENT	55000.00	114767	02/01/2026		
03/03/2026	114943	UNDERPRODUCTION MULTI-MEDIA LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	LIVESTREAM SERVICES	175.00		//		
03/03/2026	114944	WILLIAM PERRY MCCALL III		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	ATTORNEY FOR REVENUE BAN SERIES 2025	5000.00		//		
03/03/2026	114945	FBT GIBBONS LLP		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	GENERAL FOR REDEVELOPMENT COMMISSION	3910.50		//		
03/03/2026	114946	WHEATLEY GROUP LLC		4445001490.000	TIF CENTRAL CHAS ECON DEV AREA	FEBRUARY 2026 SERVICES/ MINUTES	7600.00		//		
*** GRAND TOTAL ***							142686.50				

Installed by the CITY OF CHARLESTOWN-2012

Fund Report

Selected Funds

From 02/01/2026 Thru 02/28/2026

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
<b>**Bank Number 0</b>							
4445 TIF CENTRAL CHAS ECON DEV AREA	1236655.98	0.00	731377.23	549077.80	0.00	43799.05	505278.75
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	204023.40	2658940.94	0.00	127773.40	2531167.54
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
<b>SubTotal Bank Number 0</b>	<b>4937766.64</b>	<b>0.00</b>	<b>935400.63</b>	<b>4173938.46</b>	<b>0.00</b>	<b>171572.45</b>	<b>4002366.01</b>
<b>**Bank Number 4</b>							
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
<b>SubTotal Bank Number 4</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>**Bank Number 11</b>							
4417 REDEV BOND FOREST EDGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>SubTotal Bank Number 11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>**Bank Number 18</b>							
3323 REDEV TAXABLE LEASE RENTAL	37671.01	62610.59	59377.50	100281.60	0.00	59377.50	40904.10
<b>SubTotal Bank Number 18</b>	<b>37671.01</b>	<b>62610.59</b>	<b>59377.50</b>	<b>100281.60</b>	<b>0.00</b>	<b>59377.50</b>	<b>40904.10</b>
<b>**Bank Number 19</b>							
3324 REDEV LEASE RENTAL	45359.10	67133.16	66623.50	112492.26	0.00	66623.50	45868.76
<b>SubTotal Bank Number 19</b>	<b>45359.10</b>	<b>67133.16</b>	<b>66623.50</b>	<b>112492.26</b>	<b>0.00</b>	<b>66623.50</b>	<b>45868.76</b>
<b>*** GRAND TOTAL ***</b>	<b>5020796.75</b>	<b>129743.75</b>	<b>1061401.63</b>	<b>4386712.32</b>	<b>0.00</b>	<b>297573.45</b>	<b>4089138.87</b>

Installed by the CITY OF CHARLESTOWN-2012

### Appropriation Report

Fund 4445 Thru 4451

Check Date From 02/01/2026 Thru 02/28/2026

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	43799.05	731377.23	0.00	-731377.23	-731377.23	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	127773.40	204023.40	0.00	-204023.40	-204023.40	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	171572.45	935400.63	0.00	-935400.63	-935400.63	n/a

Installed by the CITY OF CHARLESTOWN-2012

### Appropriation Report

Bank 18 Thru 19

Check Date From 02/01/2026 Thru 02/28/2026

Grouped By Fund Number, Department

Ordered By Appropriation

APPROP	TITLE	FORWARDED	CURRENT	TRANSFRD	ADDL/ADJ	ENCUM	EXP-MTD	EXP-YTD	LIQ NOT EXP FWD	UNENCUM BAL	UNEXPEND BAL	% LEFT
<b>**Fund Number 3323</b>												
<b>**Department 950</b>												
3323950381.000	REDEV TAXABLE LEASE	0.00	0.00	0.00	0.00	0.00	45000.00	45000.00	0.00	-45000.00	-45000.00	0.00%
3323950382.000	REDEV TAXABLE LEASE	0.00	0.00	0.00	0.00	0.00	14377.50	14377.50	0.00	-14377.50	-14377.50	0.00%
<b>SubTotal Department 950</b>		0.00	0.00	0.00	0.00	0.00	59377.50	59377.50	0.00	-59377.50	-59377.50	n/a
<b>SubTotal Fund Number 3323</b>		0.00	0.00	0.00	0.00	0.00	59377.50	59377.50	0.00	-59377.50	-59377.50	n/a
<b>**Fund Number 3324</b>												
<b>**Department 950</b>												
3324950381.000	REDEV LEASE RENTAL	0.00	0.00	0.00	0.00	0.00	66623.50	66623.50	0.00	-66623.50	-66623.50	0.00%
3324950382.000	REDEV LEASE RENTAL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
<b>SubTotal Department 950</b>		0.00	0.00	0.00	0.00	0.00	66623.50	66623.50	0.00	-66623.50	-66623.50	n/a
<b>SubTotal Fund Number 3324</b>		0.00	0.00	0.00	0.00	0.00	66623.50	66623.50	0.00	-66623.50	-66623.50	n/a
<b>*** GRAND TOTAL ***</b>		0.00	0.00	0.00	0.00	0.00	126001.00	126001.00	0.00	-126001.00	-126001.00	n/a





*Old National Pays NWSB*

1/12/2026

City of Charlestown Redevelopment Authority  
Taxable Lease Rental Revenue Refunding Bond Series 2021  
304 Main Cross St.  
Charlestown, IN 47111

**Principal & Interest Payment Notice #9258574-36506**

A principal payment of \$45,000.00 and an interest payment of \$14,377.50 for a total of \$59,377.50 is scheduled for the Taxable Lease Rental Revenue Refunding Bond Series 2021. 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  
jdragoo@newwashbank.com

*Manual ck  
from  
#3323*

*TO: New Wash*







*old National Pays NWSB*

1/12/2026

City of Charlestown Redevelopment Authority  
Lease Rental Revenue Refunding Bond Series 2021  
304 Main Cross St.  
Charlestown, IN 47111

**Principal & Interest Payment Notice #9258671-36505**

A principal payment of \$55,000.00 and an interest payment of \$11,623.50 for a total of \$66,623.50 is scheduled for the Lease Rental Revenue Refunding Bond Series 2021. 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,

*Manual ck  
out of 3324*

*TO: NWSB*

Jennifer Draggoo  
Commercial Loan Assistant  
jdraggoo@newwashbank.com





# INVOICE

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

502-767-7843

**Bill to**  
**City of Charlestown**  
Randy Nichols  
304 Main Cross St  
charlestown, Indiana 47111  
United States

**Ship to**

812-256-3422  
cityhalladmin@cityofcharlestown.com

**Invoice Number:** 8929  
**Invoice Date:** February 10, 2026  
**Payment Due:** March 12, 2026

**Amount Due (USD):** \$175.00

Items	Quantity	Price	Amount
<b>Livestream Services</b> Redevelopment Commission Meeting 2/10/26	1	\$175.00	\$175.00

**Total:** \$175.00

**Amount Due (USD):** \$175.00

*Redevelopment - Media  
Randy Nichols*

# Accounts Payable Voucher

VOUCHER NO. 114944

WARRANT NO.

DATE ALLOWED 03/03/2026  
Mo. Day Yr.

IN THE SUM OF \$ 5000.00

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

665 WILLIAM PERRY MCCALL III 516 EAST COURT AVENUE  JEFFERSONVILLE IN 47130	Terms  Date Due     03/03/2026
---	--------------------------------------

V	#
1	
1	
4	
9	
4	
4	

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	PO NUMBER	DESCRIPTION (or note attached invoice(s) or bill(s))	AMOUNT
02/19/2026	FEB 2026	4445001490.000			ATTORNEY FOR REVENUE BAN SERIES 2025	5000.00

**TOTAL                    5000.00**

<b>CITY OF CHARLESTOWN</b>	
Favor Of <b>WILLIAM PERRY MCCALL III</b>	
Total Amount of Voucher	\$ 5000.00
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 TC 5-11-10-1.6.

02-26-26

*Anna S. Comer*

CLERK TREASURER

Mo. Day Yr.

Signature

Officer/Title

Board/Council Members



**MOSLEY, BERTRAND & McCALL**  
AN INDEPENDENT ASSOCIATION

DAVID E. MOSLEY  
JENNIFER A. BERTRAND \*  
WILLIAM P. McCALL, III\*

\* Also Admitted in Kentucky

**ATTORNEYS AT LAW**  
516 East Couer Ave,  
JEFFERSONVILLE, INDIANA 47130  
TELEPHONE (812) 282-9000

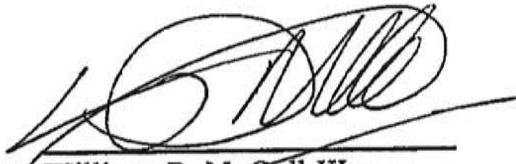
February 19, 2026  
Billing Statement

Email To: Deborah.Miles@cityofcharlestown.com  
From: William P. McCall, Charlestown City Attorney

RE: City of Charlestown Redevelopment District  
Tax Increment Revenue Bond Anticipation Notes,  
Series 2025 (Commons Project)

Attorney Fees as Local Counsel for Revenue Bond Anticipation Notes,  
Series 2025 and Opinion Letter.

\$5,000.00

  
\_\_\_\_\_  
William P. McCall III  
Charlestown City Attorney

*Handwritten signature*  
02/20/2026





# FBT Gibbons

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  
February 6, 2026  
Invoice # 210629578  
Account # 0141852.0744768

**RE: General for Charlestown Ind Redevelopment Commission**

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

For Professional Services Rendered Through January 31, 2026 3,910.50

**TOTAL THIS INVOICE:** 3,910.50

Outstanding Invoices (see page 2 for details – if already paid please disregard) 666.00 Pd

**TOTAL AMOUNT DUE:** ~~4,576.50~~

*Treva Hodges*  
*02/24/2026*  
*Redevelopment*

All amounts are in USD

Please send remittance information to [AccountsReivable@FBTGibbons.com](mailto:AccountsReivable@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**

<b>Invoice Date</b>	<b>Invoice Number</b>	<b>Balance</b>
01/12/26	210622562	666.00
	<b>TOTAL</b>	<b>\$666.00</b>
	<b>**Confidential-Attorney-Client Privilege**</b>	

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

<b>Date</b>	<b>Tmkr</b>	<b>Narrative</b>	<b>Hours</b>	<b>Amount</b>
01/05/26	MKD	Confer with Amy Burnette re next Redevelopment Commission meeting; prepare for Redevelopment Commission meeting.	0.40	118.00
01/06/26	MKD	Confer with Jill Saegesser re Redevelopment Commission meeting; attend Redevelopment Commission meeting.	1.10	324.50
01/07/26	MKD	Confer with Amy Burnette re executive session.	0.20	59.00
01/08/26	MKD	Review and provide comments to executive session notice.	0.10	29.50
01/14/26	MKD	Confer with Perry McCall and Jill Saegesser re executive session.	0.30	88.50
01/15/26	MKD	Prepare for and attend RDC Executive Session.	1.40	413.00
01/16/26	MKD	Confer with Amy Burnette and Jacob Vissing re next Redevelopment Commission meeting and Coots development; confer with City Attorney re Coots development.	0.70	206.50
01/21/26	MKD	Confer with Jake Vissing re Coots development; prepare development agreement between RDC and Charlestown Plaza, LLC; obtain legal description for development property.	4.70	1,386.50
01/21/26	GW	Conduct online search for recorded deed. Obtain copy of same. Forward to M. Duncan. Upload to NetDocs.	0.30	105.00
01/22/26	MKD	Prepare development agreement between RDC and Charlestown Plaza, LLC; confer with Jake Vissing and Jill Saegesser re same.	3.70	1,091.50
01/23/26	MKD	Confer with Jill Saegesser re Charlestown Plaza development agreement.	0.10	29.50
01/28/26	MKD	Confer with Jill Saegesser re Coots development agreement.	0.10	29.50
01/30/26	MKD	Confer with Jake Vissing re Coots development agreement.	0.10	29.50
<b>Total:</b>			<b>13.20</b>	<b>\$3,910.50</b>





**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 2265  
DATE 02/23/2026

DATE	DESCRIPTION	AMOUNT
02/01/2026	February 2026 Services	7,500.00
02/10/2026	February 10, 2026 Meeting Minutes	100.00

BALANCE DUE

**\$7,600.00**

*Jim H. Lynn  
02/25/2026  
pedevelopment*

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

Tax ID Number  
47-2781420  
Page 1 of 1



304 Main Cross St. | Charlestown, IN 47111  
Telephone: 812-256-3422  
cityofcharlestown.com

**“FIRST COME, FIRST SERVED, LIMITED FUNDS”**

The Charlestown Redevelopment Commission (CRC) partners with commercial businesses and property owners within the City of Charlestown for a variety of purposes with the intent of supporting growth and investment within the community. The CRC’s main objective for this **Façade Improvement Program** is to encourage private investment in real estate within the TIF district<sup>1</sup> that promotes visual improvement, preservation, and economic vitality for the subject properties. The CRC is authorized to administer grants and loans as provided for by I.C. 36-7-14-12.2 (a)(26). The Façade Improvement Grant program is funded through the Economic Redevelopment (RDC/TIF) or through such other means determined reasonable by the City based on the specific application. Eligible projects include exterior general building and property improvements, for example: exterior painting or repairs, masonry repair and tuckpointing, exterior structural rehabilitation, roof replacement, windows/doors/storefronts, signage, awnings, and landscaping.

Projects may include parking area surfacing/resurfacing and repair as long as this work is not the only work performed within the project. Projects that encompass capital investments above and beyond general building/property improvements are encouraged and preferred. All improvements must comply with the City of Charlestown zoning and building regulations and be approved by the City of Charlestown Plan Commission and/or the Building Commissioner as required.

**APPLICATION** 502 291  
0212

Property Owner: National Builders and Developers Phone: \_\_\_\_\_  
Company Name: National Builders and Developers  
Property Address: 950 Market, 952 Market, 954 Market, and 956-958  
Email Address: nationalbuilders47111@gmail.com  
Description of Improvements:

Resurface, seal, and stripe parking lot, update facade with Hardie style siding, update gutters, roof/ shingle replacement, replace windows of, doors, add outdoor lighting on building, and improve overall ascetic of professional services building.

A new tenant is moving into 950 Market St in 2026- Tandem Behavior Health Services 1-2 employees

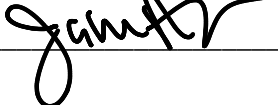
Use additional paper/attachments if necessary

Total estimated project cost: \$79,095.00 Amount requested: \_\_\_\_\_

When will improvements start? May 2026 End? June

How many employees are employed at this location? 15 # of New Jobs created: 1-2

The information given is true and accurate to the best of my knowledge. Furthermore, I give permission for use of the business name and photographs to be taken by CRC staff and/or volunteers for media purposes and will permit the use of promotional signs on property during construction phase.

Date: 02/20/2026 Signature: 

<sup>1</sup> Shown in the exhibits

**FAÇADE IMPROVEMENT PROGRAM**  
**City of Charlestown Redevelopment Commission**

**PROGRAM GUIDELINES**

- 1) Charlestown Redevelopment Commission (CRC) will reimburse 50% of project costs, up to a maximum of \$10,000 per pre-approved project. CRC reserves the right to award grants in amounts less than 50% of project costs for any reason, including availability of funds, aesthetic value of the project, or any other reason at their sole discretion.
- 2) **Application must be approved in writing before work begins. There is a non-refundable application/processing fee in the amount of \$150.00.**
- 3) Two cost estimates must accompany each application along with a “before” photograph. Estimates must include a materials/products list and labor cost breakdown. Material boards and color sample examples may be requested as well. Owner makes selection of contractor.
- 4) If a permit is required, only a contractor registered with the City can perform the construction work.
- 5) CRC will rebate the business/property owner after work is completed and a final bill with copies of receipts is submitted and/or copies of a cancelled check(s) for applicant’s portion is provided. An “after” photograph must also be submitted.
- 6) All work must be completed and funded within six (6) months of application approval, with a three (3) month extension available by request for good cause shown.
- 7) A building owner or a family member may do the work related to the proposed project. However, if this is the case, two “arm’s length” estimates plus one from the owner or family member must be submitted with the application.
- 8) Lessee must submit notarized permission from property owner to participate in program.
- 9) CRC reserves the right to use its collective judgment in consideration of any application and may reject any application on the grounds that it does not fit the intent of the program.
- 10) If demand exceeds funds, projects may be ranked using criteria such as (but not limited to) the following:
  - First time applicant
  - Enhancement of economic development within the City
  - Structural vs. cosmetic improvements
  - Elimination of health or safety hazard
  - Financial need
  - Size of investment
  - Enhancement of aesthetic appeal to property and neighborhood
  - Enhancement of positive Charlestown image
  - Number of new jobs created
  - Location of property
  - Enhancement of neighborhood property values

**FAÇADE IMPROVEMENT PROGRAM**  
**City of Charlestown Redevelopment Commission**

- 11) A maximum of \$10,000 per business, per site will be allowed annually. Two applications per owner, per calendar year may be considered on a case by case basis. Projects that include the construction of a new business/building shall not be considered. The program only applies to improvements made to existing properties and structures.
- 12) The following costs are reimbursable up to a maximum of \$1,000 each:
  - Business Signage
  - Architectural Cost
  - Labor Cost
- 13) The guidelines contained herein do not necessarily comprise a complete list. Additional guidelines and requirements may be added at any time.
- 14) All projects must meet building code, historic district, ADA, zoning, and other legal requirements.
- 15) Failure to meet code requirements or to cooperate with building/site inspections may cause forfeiture of grant.

**Checklist**

**Pre-Application:**

- \_\_\_\_\_ Contact Information and address (including email)
- \_\_\_\_\_ Project description (See criteria #10), must include an architectural drawing or sketch and a budget estimate
- \_\_\_\_\_ Two (2) cost estimates (material list and cost breakdown)
- \_\_\_\_\_ ‘Before Construction’ photograph(s)
- \_\_\_\_\_ Name and address of registered contractor (if applicable)
- \_\_\_\_\_ Confirmation of Planning and Zoning review/approval
- \_\_\_\_\_ Copy of building permit (if applicable)
- \_\_\_\_\_ Application/Processing fee (\$150.00)

Submit completed application to City of Charlestown Redevelopment Commission along with an application/processing fee in the amount of \$150.00. Please call if you have any questions.

**It is the applicant’s responsibility to complete the application and provide all supporting documentation at least ten (10) days prior to the Redevelopment Commission meeting in which the application will be considered. The applicant shall attend the Redevelopment Commission meeting and be prepared to present the project and answer any questions. The Redevelopment Commission reserves the right to reject or table any incomplete or untimely applications. The application must be submitted and approved by the Redevelopment Commission prior to the commencement of any project work. Any application made after the commencement of project work shall not be considered by the Redevelopment Commission.**

**FAÇADE IMPROVEMENT PROGRAM**  
**City of Charlestown Redevelopment Commission**

**Post-Application:**

\_\_\_\_\_ Receipts (Itemized)/Cancelled Checks

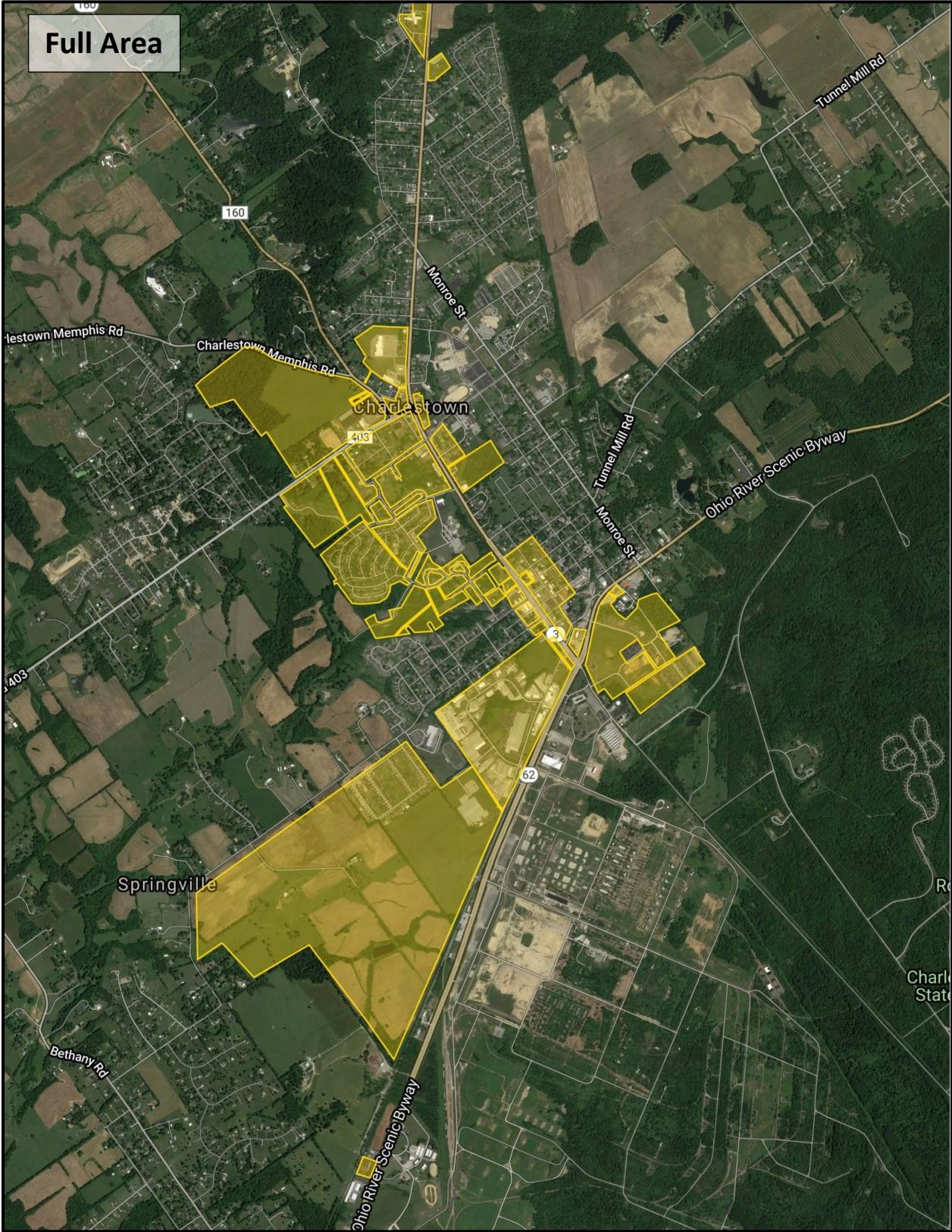
\_\_\_\_\_ 'Post Construction' Photograph(s)

\_\_\_\_\_ Final Inspection by City of Charlestown Planning and Zoning and/or Building and Code Enforcement

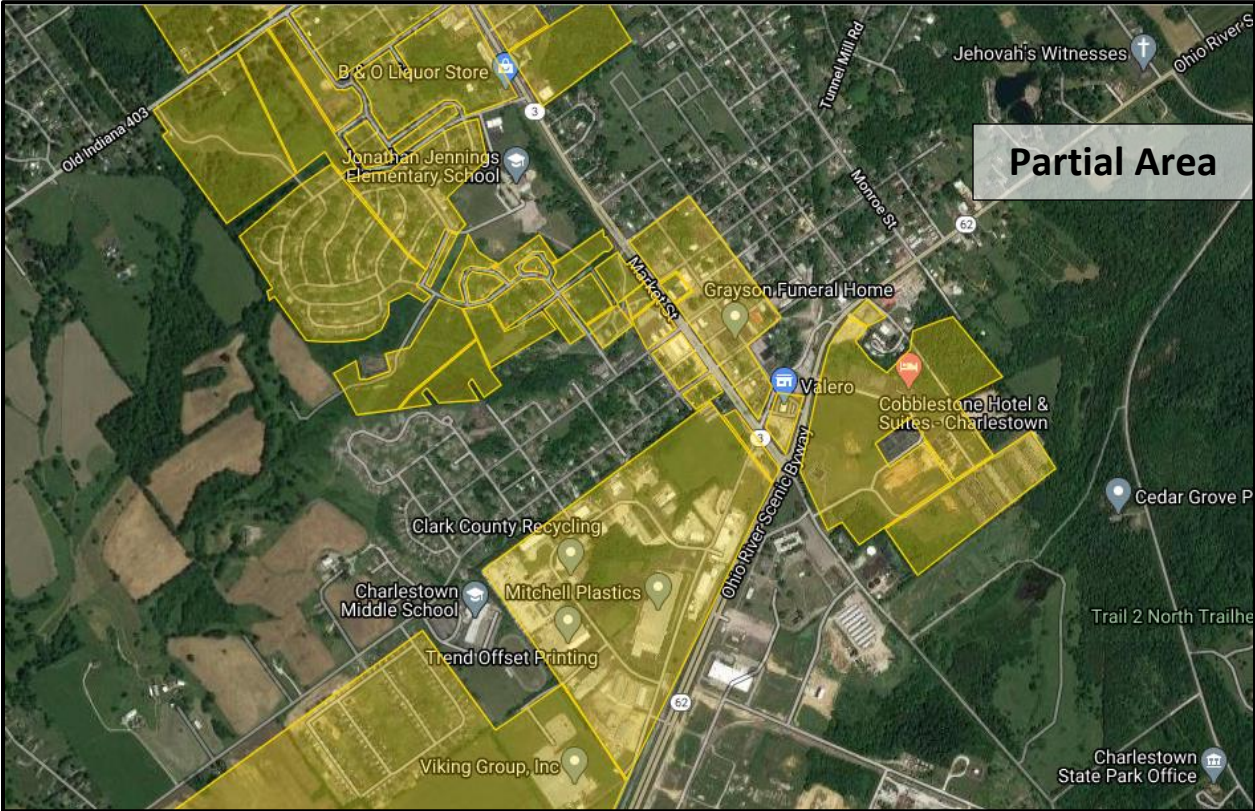
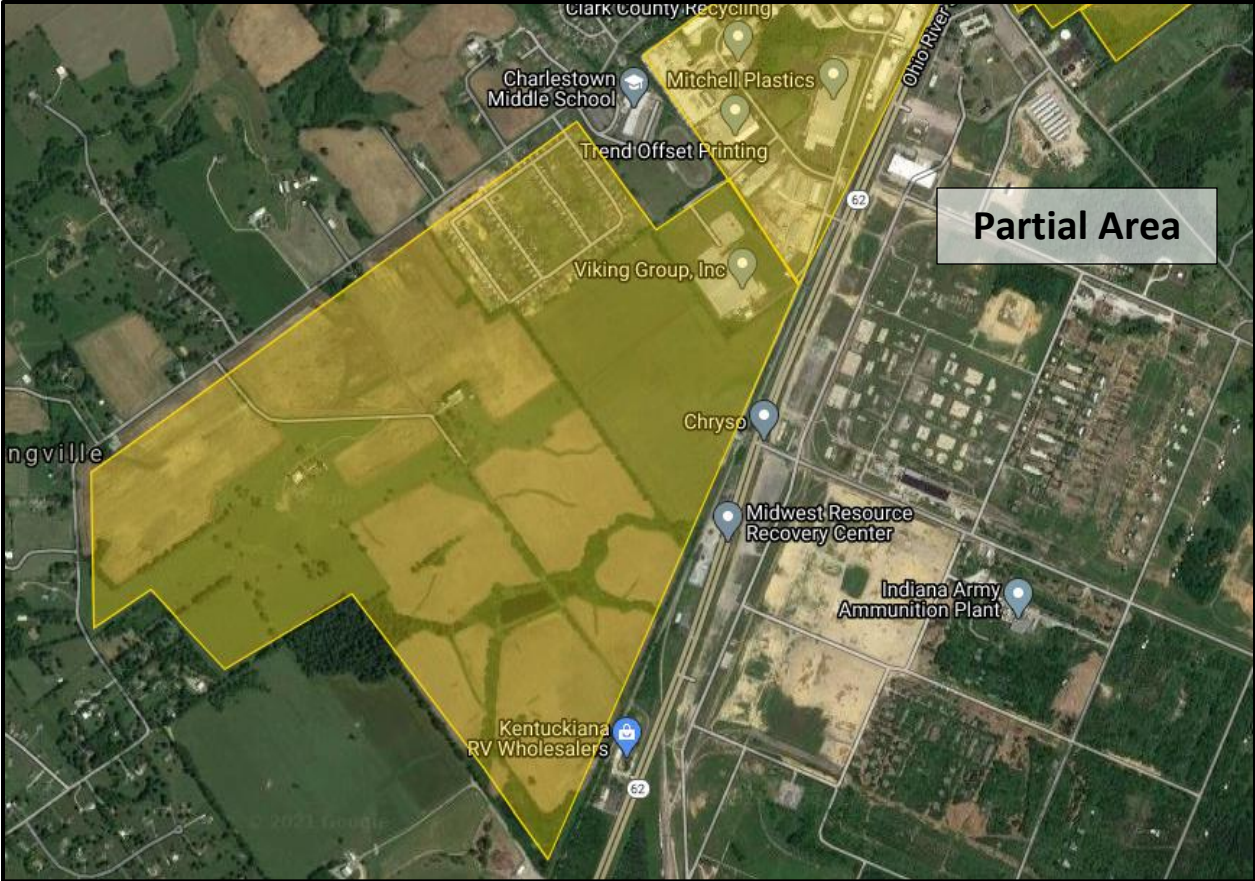
**FAÇADE IMPROVEMENT PROGRAM**  
City of Charlestown Redevelopment Commission

**Exhibits**

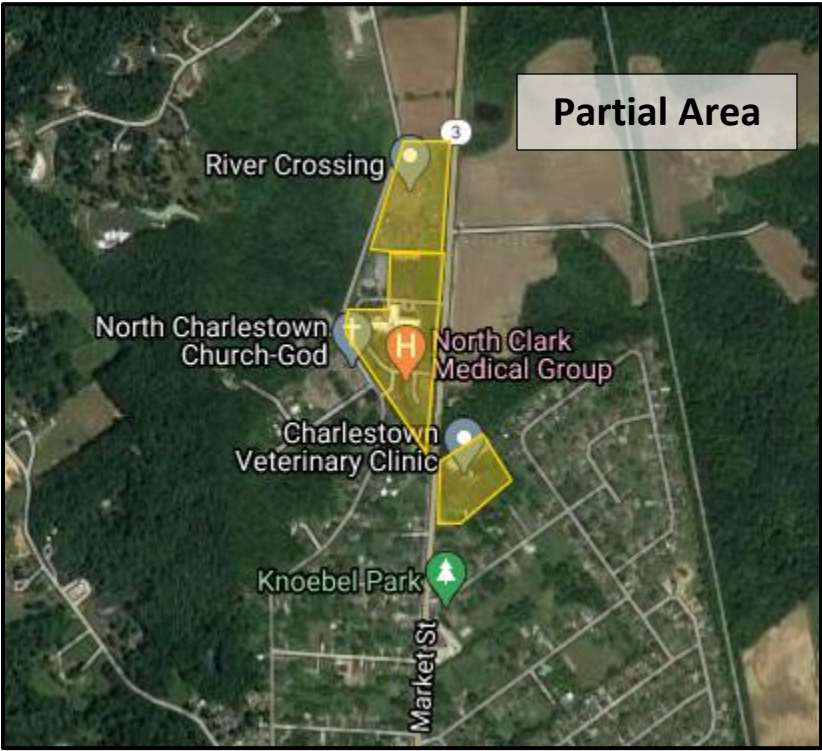
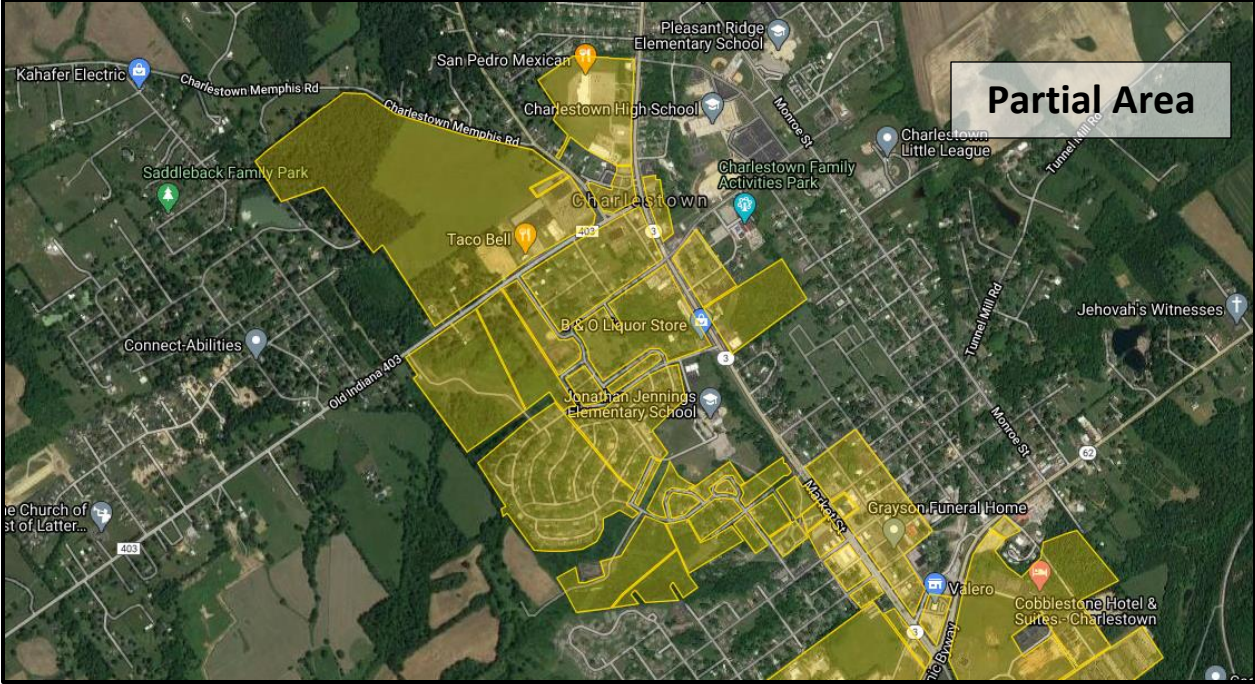
Link to Interactive Map: [Click Here](#)



**FAÇADE IMPROVEMENT PROGRAM**  
City of Charlestown Redevelopment Commission



**FAÇADE IMPROVEMENT PROGRAM**  
**City of Charlestown Redevelopment Commission**





304 Main Cross St. | Charlestown, IN 47111  
Telephone: 812-256-3422  
cityofcharlestown.com

**“FIRST COME, FIRST SERVED, LIMITED FUNDS”**

The Charlestown Redevelopment Commission (CRC) partners with commercial businesses and property owners within the City of Charlestown for a variety of purposes with the intent of supporting growth and investment within the community. The CRC’s main objective for this **Façade Improvement Program** is to encourage private investment in real estate within the TIF district<sup>1</sup> that promotes visual improvement, preservation, and economic vitality for the subject properties. The CRC is authorized to administer grants and loans as provided for by I.C. 36-7-14-12.2 (a)(26). The Façade Improvement Grant program is funded through the Economic Redevelopment (RDC/TIF) or through such other means determined reasonable by the City based on the specific application. Eligible projects include exterior general building and property improvements, for example: exterior painting or repairs, masonry repair and tuckpointing, exterior structural rehabilitation, roof replacement, windows/doors/storefronts, signage, awnings, and landscaping.

Projects may include parking area surfacing/resurfacing and repair as long as this work is not the only work performed within the project. Projects that encompass capital investments above and beyond general building/property improvements are encouraged and preferred. All improvements must comply with the City of Charlestown zoning and building regulations and be approved by the City of Charlestown Plan Commission and/or the Building Commissioner as required.

**APPLICATION** 502 291  
0212

Property Owner: National Builders and Developers Phone: \_\_\_\_\_  
Company Name: National Builders and Developers  
Property Address: 950 Market, 952 Market, 954 Market, and 956-958  
Email Address: nationalbuilders47111@gmail.com  
Description of Improvements:

Resurface, seal, and stripe parking lot, update facade with Hardie style siding, update gutters, roof/ shingle replacement, replace windows of, doors, add outdoor lighting on building, and improve overall ascetic of professional services building.

A new tenant is moving into 950 Market St in 2026- Tandem Behavior Health Services 1-2 employees

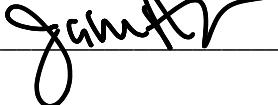
Use additional paper/attachments if necessary

Total estimated project cost: \$79,095.00 Amount requested: \_\_\_\_\_

When will improvements start? May 2026 End? June

How many employees are employed at this location? 15 # of New Jobs created: 1-2

The information given is true and accurate to the best of my knowledge. Furthermore, I give permission for use of the business name and photographs to be taken by CRC staff and/or volunteers for media purposes and will permit the use of promotional signs on property during construction phase.

Date: 02/20/2026 Signature: 

<sup>1</sup> Shown in the exhibits



Edward Jones INVESTMENTS

**KGF**  
**HOMES**  
Keep God First

Buying.  
Building.  
Selling.

**NB**  
National  
Builders  
Property Leasing  
& Management  
413-256-8900

SINAI

9:37

51



MODERN BUSINESS SUITES



# Pin Oak Property Development

1015 Water St  
Charlestown, IN 47111-1432  
USA  
Dcoombs82@gmail.com

## Estimate

ADDRESS  
Jim Adams  
950, 952, 954, 956 Market St

ESTIMATE 1001  
DATE 02/21/2026

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Painting	Paint exterior brick and new siding	1	14,575.00	14,575.00
Siding/Windows replacement	Install new siding Install 18 new windows	1	43,070.00	43,070.00
Replace 5 Front Entry Doors		1	18,700.00	18,700.00
6" black gutters		1	2,750.00	2,750.00
			TOTAL	<b>\$79,095.00</b>

Accepted By

Accepted Date

# National Builders and Developers Inc

Jim Adams  
234 Fulkerson Dr unit A  
Charlestown , In, 47111  
Charlestown IN

# INVOICE

## Bill To

950, 952, 954 & 956-958 Market St  
Facade Remodel 2026  
Charlestown , In, 47111

**Invoice Number** INV-0006

**Invoice Date** 02.25.26

**Due Date** 02.25.26

Item Name	Quantity	Rate	Amount
Commercial Door Klein Bros Louisville Ky	1	18500.00	18500.00
Commercial Window replacement 12x standard front 1x Bay 5x 18x32 Demo/removal old *Isaac Construction subbed to 3rd party	1	15500.00	15500.00
Demo Existing gutters,sofit and trim Replacement black gutters, sofit and trim *Isaac Construction contracted to 3rd party	1	3950.00	3950.00
Demo existing siding Install Hardie Board 2nd story with trim *Isaac Construction subbed to 3rd party	1	43675.00	43675.00
		Subtotal	<b>81625.00</b>
		Total	<b>\$81625.00</b>

## Notes

Bid for facade remodel of 950,952,954, 956-958 Market St. Work to be performed by subcontractors hired by National Builders and Developers Inc.

## Terms & Conditions

National Builders to provide all materials

Powered by  **Zoho Invoice**



### February Activity Summary

Presented to: Charlestown Redevelopment Commission

February 28, 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. The lighting plan has been revised to reflect the cost estimate and the exhibit in the proposed agreement has been updated.
- High Jackson and Cristiani Parkway – United Consulting discussed some cost savings measures related to construction, which could save as much as \$300,000.00. At this time the Commission does not have the funding to move forward with the project regardless of the proposed savings.
- 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 received an application for 950 Market, 952 Market, 954 Market and 956-958 Market Street for a total proposed amount of \$79,095.00, for proposed collective grant amount of \$39,547.50.

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).

- 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 – A final walkthrough was held on February 20, 2026.

- Springville Manor – The daughter of the former owner of 107 Jackson Way is working to open an estate. Once that has happened, the Commission will submit a letter to the estate.
- 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 held a kick-off meeting with the design team on Tuesday, February 24<sup>th</sup>. The City submitted an application for \$4M to match the federal funds to address the blight at the current public works facility. The Mayor will have the opportunity to present to the Our SoIN RDA Board on March 6, 2026. Award announcements are expected on March 13, 2026.
- Family Activities Park – Sport Courts – This project is anticipated to be completed in 2026.
- Gazebo Reconstruction – The connection was made between Mr. White and Taylor Siefker Williams Design Group. To date Mr. White has not submitted an updated schematic design for review and approval by the Commission.
- Charlestown Signage (Hwy 62/3) – The Commission is working on obtaining survey information from both the adjacent property owner and INDOT to assist in moving the project forward.

### TIF/Financial

- Updated the Commission’s Cash Flow related to current and proposed projects
- The Wheatley Group is working with the Clerk/Treasurer’s office to gather the information necessary to complete the 2025 Annual Report to upload to the DLGF on or before April 15, 2026.



## 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

A meeting was held February 20, 2026 where United presented Jill Saegesser with the cost saving idea of removing the outside curb and gutter of the RAB. This allows the water to sheet flow into the roadside ditches and eliminates the need for the inlets, manholes, and the pipes connecting them. This results in an estimated cost savings of \$200,000. Jill will inform the Mayor and asked United to continue to wait for NTP before moving forward to final plans.

### 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	<a href="mailto:heather.kilgour@ucindy.com">heather.kilgour@ucindy.com</a>
Caleb Ross	United	Project Manager (PM)	317-512-0436	<a href="mailto:caleb.ross@ucindy.com">caleb.ross@ucindy.com</a>
Andy Allison	United	Assistant PM	317-895-2585	<a href="mailto:andy.allison@ucindy.com">andy.allison@ucindy.com</a>
Devin Stettler	United	Environmental Doc.	317-895-2585	<a href="mailto:devin.stettler@ucindy.com">devin.stettler@ucindy.com</a>
Kelly Cunningham	United	Utility & Railroad Coord.	317-895-2585	<a href="mailto:kelly.cunningham@ucindy.com">kelly.cunningham@ucindy.com</a>
Jacob L. Rankin	Alt & Witzig	Geotechnical Investigation	317-875-7040	<a href="mailto:jrankin@altwitzig.com">jrankin@altwitzig.com</a>

### 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. The Geotech Final Report was sent to the City for review and comments. As expected, the Geotech found shallow rock onsite, this was accounted for in United's Preliminary Estimate.
Utility Work Plan Review and Approvals	3/9/2026	On hold until NTP is given to continue to Final Plans.
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	

## PROJECT AGREEMENT

This **PROJECT AGREEMENT** (this “Agreement”) is made as of the \_\_\_\_ day of February, 2026 (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, Sixty-One Thousand Five Hundred Thirty-Three Dollars (\$61,533.00) 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 five (5) 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 February 13, 2026 (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 will full 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 Indemnities 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: FBT Gibbons 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: Robert Brooks

Title: Vice 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: \_\_\_\_\_

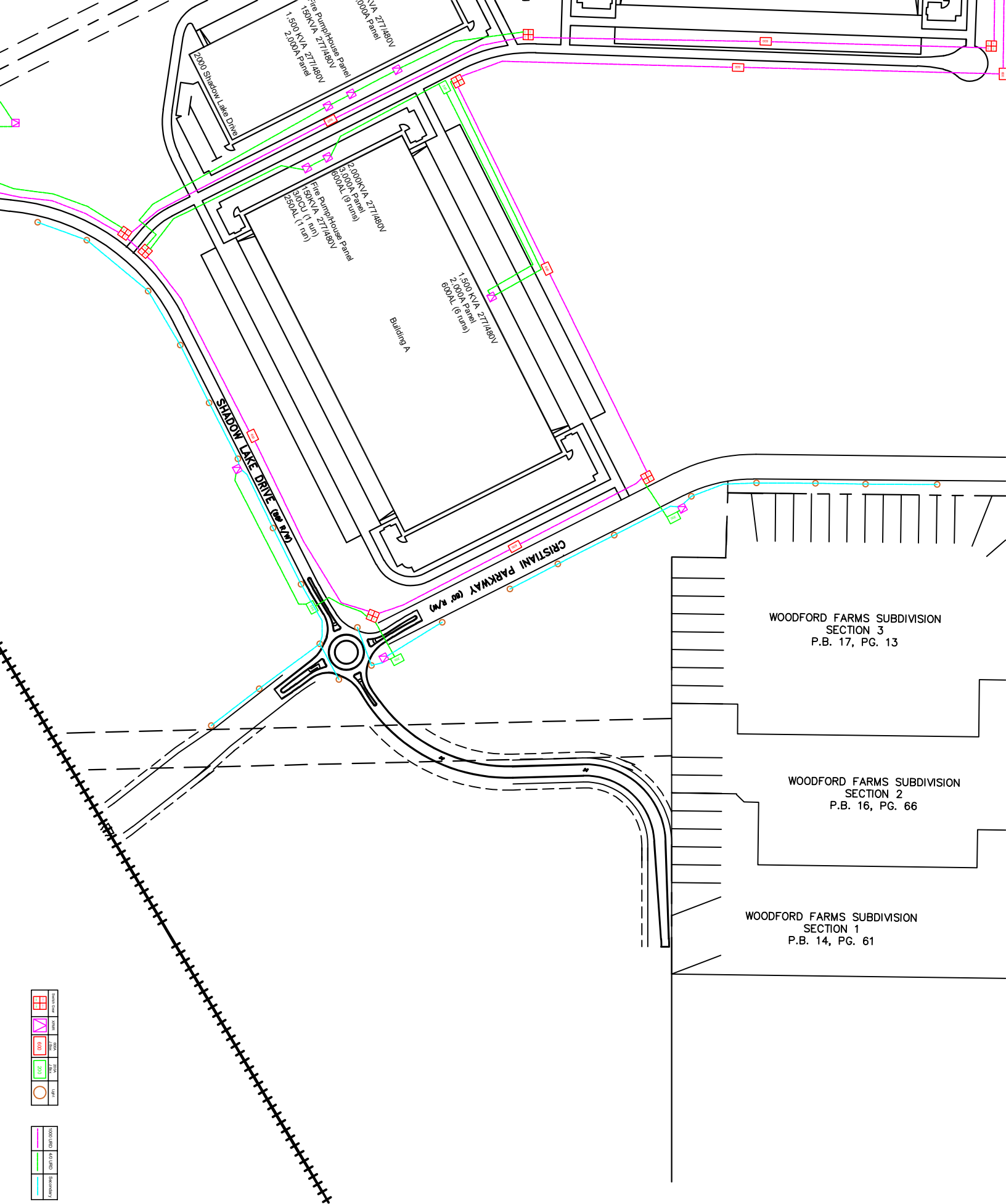
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Proposed Lighting Plans**

*[Attached]*



	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER
	TRANSFORMER

# 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.**