

RESOLUTION NO. 2026-R-04

A RESOLUTION OF THE CITY OF
CHARLESTOWN, INDIANA APPROVING AN
AGREEMENT WITH THE RIVER RIDGE DEVELOPMENT
AUTHORITY ("RRDA") FOR THE PROVISION OF
POLICE AND UTILITY SERVICE WITHIN RRCC DURING
CALANDAR YEAR 2026

WHEREAS, the River Ridge Development Authority ("RRDA") has recognized the need for continuing and additional police, fire protection and utility services within the River Ridge Commerce Center ("RRCC"); and

WHEREAS, the RRDA has approved a 2026 Clark County Public Safety and Utility Services Agreement ("the Agreement") which is attached hereto as Exhibit A for consideration and approval by the City of Charlestown; and

WHEREAS, the City of Charlestown desires to enter into the Agreement with the RRDA as setforth in Exhibit A; and

WHEREAS, the City of Charlestown Common Council has determined the Agreement with the RRDA is in the best interests of the City of Charlestown; and

WHEREAS, the City of Charlestown Common Council hereby authorizes the Charlestown City Mayor to execute on behalf of the City of Charlestown the 2026 City Public Safety and Utility Services Agreement, and bind the City of Charlestown to all terms and conditions thereunder.

BE IT SO RESOLVED BY THE CITY OF CHARLESTOWN COMMON COUNCIL
ON THIS _____ DAY OF APRIL 2026.

Voted in favor

Voted No

Bo Bertram

Bo Bertram

Ronald Blevins

Ronald Blevins

Shannon Elder

Shannon Elder

Brian Hester

Brian Hester

Chuck Deaton

Chuck Deaton

SEEN AND APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2026.

Attest:

Mayor, Treva Hodges

Date

Donna Coomer
City Treasurer

EXHIBIT A

2026 CITY PUBLIC SAFETY AND UTILITY SERVICES AGREEMENT

THIS 2026 CITY PUBLIC SAFETY AND UTILITY SERVICES AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into with an effective date as of the date of the last signatory shown hereinbelow (the "Effective Date"), by and between the **RIVER RIDGE DEVELOPMENT AUTHORITY**, an Indiana military base reuse authority established pursuant to the provisions of Ind. Code § 36-7-30, *et seq.* (the "RRDA"), and the **CITY OF CHARLESTOWN, INDIANA**, an Indiana municipal government unit established pursuant to Ind. Code § 36-4-1, *et seq.* (the "City"); each individually a "Party" or collectively the "Parties."

RECITALS

WHEREAS, the RRDA was established as a reuse authority pursuant to Ind. Code § 36-7-30, *et seq.*, for the purpose of undertaking the planning, replanning, rehabilitation, development, redevelopment, and other preparation for reuse of certain former federal military base property that was formerly known as the Indiana Army Ammunition Plant, and which is now known as the River Ridge Commerce Center (the "RRCC"), as a reuse area ("Reuse Area"); and,

WHEREAS, the City is an Indiana municipal government unit established pursuant to Ind. Code § 36-4-1, *et seq.*, to provide services to the residents of the City, including, but not limited to, police and wastewater utility services; and,

WHEREAS, pursuant to the provisions of Indiana law, the City is obligated to provide, and in fact does provide, police and wastewater utility services (collectively, the "City Services") within RRCC/Charlestown in a manner equivalent in standard and scope to those same noncapital services provided to areas within the corporate boundaries of the City regardless of similar topography, patterns of land use, and population density; and,

WHEREAS, pursuant to Ind. Code § 36-7-30-9(a)(23), the RRDA has the power to enter into contracts for the provision of the City Services within RRCC/Charlestown; and,

WHEREAS, the Parties hereby acknowledge that since the establishment of the RRDA, the City has been providing City Services within RRCC/Charlestown for the benefit of the RRDA; and,

WHEREAS, the Parties further hereby acknowledge that the City's costs incurred to provide City Services within RRCC/Charlestown have increased with commercial and industrial development within RRCC/Charlestown; and,

WHEREAS, the RRDA is authorized to use tax increment revenues ("TIF Revenues") proceeds allocated to the Reuse Area to pay for City Services to be provided pursuant to the terms of this Agreement; and,

WHEREAS, the Parties now desire to enter into this Agreement to provide for additional compensation for the additional police and wastewater utility services for calendar year 2026 in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations of the Parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Recitals.** The recitals set forth hereinabove are hereby incorporated into this Agreement as if fully set forth herein

2. **Reserved.**

3. **Term of this Agreement.** The term of this Agreement shall commence as of the Effective Date and expire on December 31, 2026 (the "Term"). The Parties shall engage in good faith negotiations for a City Public Safety and Utility Services Agreement for subsequent year(s) ("Subsequent Agreement").

4. **Subsequent Agreements.** If the City desires to have a Subsequent Agreement for the subsequent calendar year 2027, then the City shall indicate as such to RRDA in writing by June 1, 2026. RRDA will consider the request (in its sole discretion) by the City and provide to the City a written commitment with a form of a subsequent agreement similar hereto by July 15, 2026, so that the City can begin its budgeting process for 2027. The City shall only use the compensation number provided in Section 5 hereof for purposes of their budgeting process and approval thereof. On or before November 1, 2026, RRDA may provide a formal and final Subsequent Agreement to the City after RRDA has obtained and had time to consider assessed valuation and TIF Revenue estimates and projections. In no event, will the compensation in a Subsequent Agreement be more than five percent (5.0%) greater than the prior year's compensation.

5. **Compensation.** In consideration for the provision of City Services during the Term of this Agreement and the City's compliance with Section 7(f) and Section 7(g) hereof, RRDA shall pay the City the amount of **Two Hundred Fifty Thousand Dollars and No/100 (\$250,000.00)** within sixty (60) days following full and final execution of this Agreement. The City shall be entitled to expend funds received under this Agreement for any legal purpose within the exercise of its sole discretion, and the City shall have no duty or obligation to provide any accounting of such expenditures to the RRDA. The City acknowledges that the compensation provided herein will be made from solely from TIF Revenues and that such has limited uses. The City further acknowledges that the TIF Revenues are pledged to certain outstanding obligations of RRDA and in the event that such funds are needed to pay debt service or maintain compliance with certain financial covenants related thereto then RRDA may terminate this Agreement at any time for convenience. Nothing under this Agreement shall be construed as a pledge of the TIF Revenues or any release of assessed valuation.

6. **Traffic Regulation; Minimum Standards for Enforcement.** The City acknowledges that all of the roadways within RRCC/Charlestown are owned and maintained by RRDA within easements reserved or established for such purposes. RRDA shall recommend to the Common Council of the City (the "City Council") the establishment of speed limits or other appropriate traffic regulations authorized by Indiana law, including without limitation, Ind. Code § 9-20, *et seq.*, Ind. Code § 9-21, *et seq.*, Ind. Code § 9-21-1-2, and Ind. Code § 9-21-1-3, for each such roadway now located or subsequently constructed within the RRCC/Charlestown, which recommendation shall be based on the analysis and opinion of a registered professional engineer retained by RRDA (at RRDA's sole cost and expense) as to the design and or condition of each such roadway. The City Council shall take official action upon consideration of any ordinance(s) tendered by RRDA with respect to each such recommendation regarding traffic regulation(s), including without limitation, speed limit(s) made by RRDA's professional engineering consultant within thirty (30) days following receipt. In the event that the City establishes an ordinance violations bureau, the City shall be entitled to keep and retain all funds collected for traffic ordinance violations committed within RRCC/Charlestown to the extent permitted by law and without compensation to RRDA or reduction of any payments pursuant to this Agreement.

7. **Additional Covenants of the City.** The City covenants and agrees that during the Term of this Agreement:

a. The City and/or the Charlestown Police Department shall maintain a mutual emergency response agreement with the City of Jeffersonville, Indiana ("Jeffersonville"), whereby the Jeffersonville Police Department shall respond to all emergency response calls issued by the Clark County Emergency Response Services regarding any incident or occurrence within the Charlestown section of RRCC ("RRCC Charlestown"). The City shall provide RRDA with a copy of all such agreements, including any amendments or replacements becoming effective during the Term of this Agreement.

b. The City will not directly or indirectly make or cause to be made any statement, comment or other communication, written or otherwise that could constitute disparagement or criticism of, or that could otherwise be considered to be derogatory or detrimental to, or otherwise reflect adversely on, harm the reputation of, or encourage any adverse action against the RRDA or any of its employees, directors, or agents.

c. The City shall provide City Services within RRCC/Charlestown in the same and non-discriminatory manner as those services are provided to all other areas within its corporate boundaries, regardless of similar topography, patterns of land use, and population density, and in a manner consistent with federal, state, and local laws, procedures, and planning criteria.

d. The City shall provide reports of the services provided to RRDA, including but not limited to police runs, citations, and such other information as RRDA may require in its discretion.

e. The City and its Sanitary Sewer Board shall not deny, withhold, or unreasonably condition or delay sewage capacity to any project or potential project in RRCC, provided only that the City's sewage works have applicable capacity available.

f. The City covenants and agrees that it shall not enact any payment-in-lieu of taxes ("PILOT") ordinances or resolutions pursuant to the provisions of Ind. Code § 36-7-30-31 or any other statute during the Term of this Agreement.

g. The City covenants and agrees that it shall repeal any PILOT ordinances or resolutions either pending or in effect pursuant to the provisions of Ind. Code § 36-7-30-31 or any other statute. The City acknowledges and agrees that repealing such PILOT ordinances or resolutions is a condition precedent to RRDA's payment obligations under Section 5 hereof.

8. **Indemnification and Insurance.** The City covenants and agrees at its expense to pay and to indemnify and save RRDA and each of its respective officers, directors, employees, attorneys, and agents (collectively, "Indemnitees" and each an "Indemnitee") harmless of, from and against, any and all claims, damages, demands, expenses (including reasonable attorneys' fees and costs), and liabilities relating to bodily injury, property damage, or any other claim or loss resulting directly or indirectly from the City, including without limitation, the Charlestown Police Department, the Charlestown Municipal Wastewater Utility, and the use of the compensation provided in this Agreement, including any of the their employees, agents, contractors, attorneys, or affiliates (collectively, the "Indemnitors" and each an "Indemnitor") from the Indemnitors' acts or omissions relating to (a) this Agreement, (b) the City Services provided pursuant to this Agreement, and (c) the operations of the City. If any action or proceeding is brought against one or more Indemnitees, (x) each Indemnitee may, in its sole discretion, select its own counsel, (y) the Indemnitee(s) seeking indemnification shall give written notice of such action or proceeding to the City, and (z) the City shall reimburse such Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees and court costs, incurred by such Indemnitee(s) in connection with the defense of such actions or proceedings. Further, the City shall name the RRDA as an additional insured under all relevant and applicable insurance policies maintained by the City or the Indemnitors.

9. **Notices.** All notices, requests, or other communications required hereunder shall be sufficient only if given in writing which shall be deemed given when (i) delivered personally, (ii) one (1) business day after being deposited for next day delivery by a nationally recognized courier, or (iii) three (3) business days when sent by registered or certified United States Mail, with return receipt requested and postage prepaid as follows:

To RRDA: River Ridge Development Authority
Attn: Executive Director
300 Corporate Avenue, Suite 300
Jeffersonville, IN 47130

With a copy to: River Ridge Development Authority
Attn: General Counsel
300 Corporate Avenue, Suite 300
Jeffersonville, IN 47130

To the City: City of Charlestown, Indiana
Attn: Mayor
304 Main Cross Street
Charlestown, IN 47111

With a copy to: William Perry McCall, III,
443 Spring Street, Suite 301
Jeffersonville, IN 47130

Any Party to this Agreement may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests, or other communications shall be sent.

10. **Time is of the Essence.** Except for extensions of time resulting from an event or force majeure, the times for performance provided in this Agreement are essential as they relate to the obligations and expenditures of the Parties.

11. **Binding Effect.** This Agreement shall inure to the benefit of the Parties and shall be binding to the fullest extent upon the Parties and their respective successors and assigns.

12. **Assignment.** No Party hereto may assign all or any portion of its rights and obligations hereunder without the prior written consent of the other Party hereto.

13. **Amendments and Modification.** This Agreement, together with the agreements and documents referenced herein, supersede all prior negotiations and agreements and constitute the entire agreement between the parties regarding its subject matter. No change, amendment, or modification to, or extension or waiver of any provisions of, or consent provided hereunder, shall be valid unless such change, amendment, modification, extension, or waiver is in writing and signed by all the Parties to this Agreement, or in the case of consent or waiver, by the Party granting same.

14. **Severability.** In case any Section or provision of this Agreement, or in case any covenant, stipulation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is, for any reason, held to be illegal or invalid, or is at any time inoperable by reason of any law, or actions thereunder, such illegality or invalidity or inoperability shall not affect the remainder thereof

or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or take under this Agreement.

15. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

16. **Captions and Headings.** The captions and headings of the various Sections contained herein are solely for the convenience of the various Parties hereto and shall not be construed to interpret or limit the content of any provision or Section of this Agreement.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

18. **Authority.** The individuals executing this Agreement on behalf of the Parties hereto warrant their capacity and authority to execute this Agreement on behalf of said Parties, respectively.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on

, 2026.

CITY OF CHARLESTOWN, INDIANA

By: _____
Trevia Hodges, Mayor

Attested by

Donna Coomer, Clerk-Treasurer


IN WITNESS WHEREOF, the RRDA has caused this Agreement to be duly executed on
MARCH 16, 2026.

**RIVER RIDGE
DEVELOPMENT AUTHORITY**

By: *M. A. Hildenbrand*
Marc A. Hildenbrand, Executive Director

Attested by.

C. Gregory Fifer
C. Gregory Fifer, General Counsel

 Outlook

RE: Charlestown Services Agreement

From Greg Fifer <greg@riverridgecc.com>

Date Mon 3/16/2026 2:46 PM

To Treva Hodges <mayor@cityofcharlestown.com>; William Perry McCall III <wmpm3@msn.com>

Cc Marc Hildenbrand <marc@riverridgecc.com>; Wendy Dant Chesser <wendy@riverridgecc.com>

Should probably adopt an ordinance repealing the PILOT ordinance at the same meeting so that we can process payment promptly thereafter.

RIVERRIDGE
DEVELOPMENT AUTHORITY

300 Corporate Drive, Suite 300
Jeffersonville, IN 47130
www.riverridgecc.com

Greg Fifer
General Counsel
greg@riverridgecc.com
O: (812)285-8979

*2025-OR-10
7-7-2025*

From: Treva Hodges <mayor@cityofcharlestown.com>

Sent: Monday, March 16, 2026 12:56 PM

To: Greg Fifer <greg@riverridgecc.com>; William Perry McCall III <wmpm3@msn.com>

Cc: Marc Hildenbrand <marc@riverridgecc.com>; Wendy Dant Chesser <wendy@riverridgecc.com>

Subject: Re: Charlestown Services Agreement

Thank you, Greg.

From: Greg Fifer <greg@riverridgecc.com>

Date: Monday, March 16, 2026 at 11:04 AM

To: Treva Hodges <mayor@cityofcharlestown.com>, William Perry McCall III <wmpm3@msn.com>

Cc: Marc Hildenbrand <marc@riverridgecc.com>, Wendy Dant Chesser <wendy@riverridgecc.com>

Subject: Charlestown Services Agreement

Attached is the approved resolution and the agreement signed by Marc on behalf of RRDA. City Council should approve a substantially similar resolution and authorize you to execute. Let us know if you want Wendy or me to attend your next City Council meeting. I don't have Michael Wilder's email address, so please forward this to him. Thanks.

RIVERRIDGE
DEVELOPMENT AUTHORITY

300 Corporate Drive, Suite 300
Jeffersonville, IN 47130
www.riverridgecc.com

Greg Fifer
General Counsel
greg@riverridgecc.com
O: (812)285-8979

From: Canon Scanner <canon@riverridgecc.com>

Sent: Monday, March 16, 2026 11:59 AM

To: Greg Fifer <greg@riverridgecc.com>

Subject: Attached Image

CONFIDENTIALITY NOTICE: This message and any attached documents are intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email or by calling the River Ridge Development Authority at (812) 285-8979, so that our address record can be corrected.

If this email communication is sent as a part of negotiations for the sale of real estate owned or controlled by River Ridge Development Authority (RRDA), all such negotiations are preliminary and are subject the execution and delivery of a final agreement in form and substance satisfactory to counsel for RRDA and the express approval by Board of Directors for RRDA. Land sales cannot be bound without the express approval of the RRDA Board of Directors. All letters of intent, agreements in principle, or other preliminary documents which attempt to reach accord on the general terms of a sale of RRDA land are to be construed as non-binding "agreements to agree".

CONFIDENTIALITY NOTICE: This message and any attached documents are intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. It is not to be transmitted to or received by anyone other than the named addressee (or a person authorized to deliver it to the named addressee). If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic mail transmission in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via email or by calling the River Ridge Development Authority at (812) 285-8979, so that our address record can be corrected.

If this email communication is sent as a part of negotiations for the sale of real estate owned or controlled by River Ridge Development Authority (RRDA), all such negotiations are preliminary and are subject the execution and delivery of a final agreement in form and substance satisfactory to counsel for RRDA and the express approval by Board of Directors for RRDA. Land sales cannot be bound without the express approval of the RRDA Board of Directors. All letters of intent, agreements in

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