

NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN that the
RIVER RIDGE DEVELOPMENT AUTHORITY
will hold a Regular Meeting that is open to the
public on

Thursday, March 12, 2026
at 2:00 p.m.

in the River Ridge Development Authority Board
Room, 300 Corporate Drive, Suite 305,
Jeffersonville, Indiana.

The purpose of the meeting is to conduct any
and all business that may come before the
Board.

RIVER RIDGE DEVELOPMENT AUTHORITY

River Ridge Development Authority
 Regular Board Meeting
 300 Corporate Drive, 3rd Floor, Suite #300, Jeffersonville, IN
 March 12, 2026
 2:00 P.M.

BOARD MEMBERS

Name/Position	Appointed by	Term
Dr. Treva Hodges, President	City of Charlestown	1/1/24 - 12/31/26
Mr. M. Edward Meyer, Vice President	Town of Utica	1/1/26 - 12/31/28
Mr. Brian Lenfert, Secretary/Treasurer	Clark County	1/1/26 - 12/31/28
Mr. Eric Ballenger, Member	City of Jeffersonville	1/1/25 - 12/31/27
Dr. Tony Bennett, Member	Ports of Indiana	1/1/25 - 12/31/27

- | | | |
|-----|--|---|
| 1. | Call to Order | Dr. Hodges |
| 2. | Roll Call | Dr. Hodges |
| 3. | Meeting Notice Confirmation | Mr. Hildenbrand |
| 4. | Minutes – February 17, 2026 | Dr. Hodges |
| 5. | Chairperson of the Board Comments | Dr. Hodges |
| 6. | Staff Reports <ul style="list-style-type: none"> a. Executive Director b. Senior Director Planning & Operations c. Director Construction & GIS d. Engineer Project Manager e. Chief Director Corporate Strategy & External Affairs f. Senior Director Business Dev & Real Estate | Mr. Hildenbrand
Mr. Vittitow
Mr. Caruso
Mr. Lauer
Ms. Chesser
Mr. Staten |
| 7. | Regional Wastewater Collection & Transmission
Build-Operate-Transfer
Resolution 11-2026 (Mr. Hildenbrand) | <hr/> Board Member |
| 8. | Town of Utica Public Safety & Utility Services Agreement
Resolution 12-2026 (Mr. Fifer) | <hr/> Board Member |
| 9. | City of Charlestown Public Safety & Utility Services Agreement
Resolution 13-2026 (Mr. Fifer) | <hr/> Board Member |
| 10. | Greater Clark County Schools
Educational Capital Improvements Grant
Resolution 14-2026 (Mr. Fifer) | <hr/> Board Member |
| 11. | Clark County Public Safety & Utility Services Agreement
Resolution 15-2026 (Mr. Fifer) | <hr/> Board Member |

12. City of Jeffersonville Public Safety & Utility Services Agreement
Resolution 16-2026 (Mr. Fifer)

Board Member
13. Determining and Declaring No Excess Property Tax
Resolution 17-2026 (Mr. Fifer)

Board Member
14. Gateway Bridge Concrete Construction Contract
Resolution 18-2026 (Mr. Lauer)

Board Member
15. International Drive Improvements Consultant Contract
Resolution 19-2026 (Mr. Lauer)

Board Member
16. SR62 Intersection Improvements Construction Contract
Change Order 2
Resolution 20-2026 (Mr. Caruso)

Board Member
17. Controller's Report
Ms. Durrett
18. Other Comments (limit 2 minutes each)
19. Adjournment

**River Ridge Development Authority
Regular Board Meeting Minutes
February 17, 2026**

Call to Order: A regular meeting of the River Ridge Development Authority (RRDA) was called to order at 2:02pm on Tuesday, February 17, 2026, in the office of River Ridge Development Authority, 300 Corporate Drive, Jeffersonville, Indiana. The meeting was called to order following a properly noticed and convened executive session.

Roll Call: Present were Board members: Treva Hodges, Brian Lenfert and Tony Bennett. Ed Meyer and Eric Ballenger were absent from the meeting; however, a quorum was still met.

RRDA staff members present: Marc Hildenbrand, Executive Director; Greg Fifer, Legal Counsel; Tom Vittitow, Projects and Planning; Michael Caruso, Construction & GIS; Eric Lauer, Engineering; Jeremy Nicheols, Maintenance and Water Operations; Abi Prewitt, Digital Marketing; Billieann Durrett and Jill Oca, Finance; Josh Staten, Business Development and Real Estate; and Renee' Tarpley Wyman, Administration and Special Projects.

Members of the business community who attended were as follows: Dale Hall, American Structurepoint; Bob Stein, United Consulting; John Kraft, MAC Construction; Steve Marshall, Prime AE; Delana Roederer, Ivy Tech; Randy Stalker, WSP-USA; John Launius, 1Si; Dustin Coffman, Colliers; Jack Coffman, Clark County Commissioner; and Andre Heal, Charlestown Fire Department.

Meeting Notice Confirmation: Mr. Hildenbrand confirmed that the meeting notice for the February 17, 2026, regular Board meeting was properly posted.

Approval of Minutes: Dr. Hodges then presented the Regular Board Meeting minutes from January 20, 2026 for approval. Dr. Bennett offered a motion to approve the document, Mr. Lenfert seconded, and the motion was approved by a vote of 3-0. Record shows Mr. Meyer and Mr. Ballenger were absent and therefore did not vote during this meeting.

President's Comments: Dr. Hodges, having no comments, progressed the meeting on to staff report presentations.

Before hearing from staff, Mr. Hildenbrand introduced Ms. Lee Ann Watters from Cherry Bekaert to briefly present the RRDA 2025 Audit Executive Summary. To summarize Ms. Watters' review, page 4 of the summary states, "[w]e have audited the finalize statements of River Ridge Development Authority (the "Authority") for the year ended December 31, 2025, and we have issued our report thereon dated February 11, 2026. We have issued an unmodified opinion on the financial statements." Ms. Watters further stated that an unmodified opinion is the best result that can be obtained in an annual audit. There being no questions or comments from the Board, Dr. Hodges offered a motion to approve receipt of the audit into the meeting record, Mr. Lenfert seconded, and the motion was approved by a vote of 3-0.

Staff Reports: Verbal reports were briefly given by Mr. Hildenbrand, Mr. Vittitow, Mr. Caruso, Mr. Lauer, and Mr. Staten. The written staff reports were received into the record of the meeting.

Resolutions were then presented for Board consideration and approval:

**River Ridge Development Authority
Regular Board Meeting Minutes
February 17, 2026**

Resolution No. 03-2026, a resolution approving a regional wastewater collection and transmission project agreement with the City of Charlestown was presented by Executive Director, Marc Hildenbrand. Charlestown and RRDA desire to improve and expand wastewater utility service capacity to accommodate current demands and to facilitate further future growth and development by construction of a lift station, gravity sewer, and force mains in the RRCC. Approval of this resolution will provide financial assistance to the City to complete the design and construction of the project. Before proceeding to a vote, Dr. Hodges asked if she should abstain from voting, as she is the Mayor of Charlestown. Legal Counsel, Greg Fifer, noted that her vote would not raise issue as she does not have any direct or indirect financial interest in the project and she is therefore able to participate. Dr. Bennett offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 03-2026 was passed by a vote of 3-0.

Resolution No. 04-2026, a resolution authorizing negotiation and execution of an agreement for the sale of Tract 12G was presented by Mr. Staten. Tract 12G, consisting of approximately 23.5+/- acres of undeveloped land located on Salem Road. It is the intent of RRDA to sell the property for \$135,000/acre with a potential site development credit if the agreement is executed within sixty (60) calendar days. Dr. Hodges offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 04-2026 was approved and accepted, 3-0.

Resolution No. 05-2026, a resolution authorizing negotiation and execution of an agreement for the sale of Tract 24 was presented by Mr. Staten. Tract 24, consisting approximately 70.2+/- acres of undeveloped land located on Penny Martin Lane. It is the intent of RRDA to sell the property for \$135,000/acre with a potential site development credit if the agreement is executed within sixty (60) calendar days. Mr. Lenfert offered a motion to approve, Dr. Bennett seconded, and Resolution No. 05-2026 was approved and accepted, 3-0.

Resolution No. 06-2026, a resolution authorizing negotiation and execution of an agreement for the sale of Tract 22B was presented by Mr. Staten. Tract 22B, consisting of approximately 49+/- acres of undeveloped land located on Paul Garrett Avenue. It is the intent of River Ridge Development Authority to sell the property for \$135,000/acre with a potential site development credit if the agreement is executed within sixty (60) calendar days. Dr. Bennett offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 06-2026 was approved and accepted, 3-0.

Resolution No. 07-2026, a resolution approving the award of the Tract 32 tank abatement contract was presented by Mr. Vittitow. Quotes were solicited and received from two (2) contractors. Midwest Environmental was found to be the most responsible, responsive, and cost-effective quote with a proposal not to exceed \$45,554.40. Funding source for this project will be TIF funds. Dr. Hodges offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 07-2026 was approved and accepted, 3-0.

Resolution No. 08-2026, a resolution approving the award of the Miami Trail Phase 2 construction contract was presented by Mr. Lauer. RRDA has contracted with United Consulting, Inc., to develop plans for this project, which consists of the construction of a three (3) lane curb and gutter roadway, approximately 2,770 linear feet of underground storm drainage system, and approximately 1,630 linear feet of water main. Bids were solicited, with three (3) submitted. It was found that Dan Cristiani Excavating, Inc., was the most responsible, responsive, and cost effective with a bid total of \$2,879,335.50. Funding source for this work will be 2026 BANs. Before voting, Mr. Hildenbrand noted that while the 2026 BANs have not yet been issued, would be reimbursed pursuant to a previously adopted resolution. Mr. Lenfert offered a motion to approve, Dr. Bennett seconded, and Resolution No. 08-2026 was approved and accepted, 3-0.

**River Ridge Development Authority
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Resolution No. 09-2026, a resolution approving the 2026 water system modeling consultant contract was presented by Mr. Lauer. RRDA staff proposes moving forward with an updated modeling analysis of the existing water system and evaluation of proposed capacity and reliability improvements in order to improve the water system at the commerce center. Working with HWC Engineering, Inc., in the past, a proposal was requested from them to complete the scope of services of this work. A proposal has been received in the amount of \$40,000 with the funding source to be TIF funds. Dr. Bennett offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 09-2026 was approved and accepted, 3-0.

Resolution No. 10-2026, a resolution approving the Jenny Lind Crossing consultant contract was presented by Mr. Lauer. This proposed project consists of three (3) lane curb and gutter roadway for approximately 2,900 linear east of Penny Martin with underground storm drainage system and water main. A proposal was requested from Strand Associates, Inc., to complete the consultant services, and Strand responded with a proposal in the amount of \$189,000. TIF funds will be used as the funding source. Dr. Hodges offered a motion to approve, Mr. Lenfert seconded, and Resolution No. 10-2026 was approved and accepted, 3-0.

Controller's Report: Ms. Durrett presented claims for payment in the amount of \$2,244,838.28. These expenses will be paid using a final draw from 2024 BAN funds in the amount of \$3,250.19; BANs for \$1,591,059.17, TIF Restricted funds in the amount of \$251,301.41; and, the remaining amount from Operating funds in the amount of \$402,477.70. Mr. Lenfert offered a motion to approve, Dr. Bennett seconded, and the check register was approved by a vote of 3-0.

Adjournment: Having no requests for public comments, the floor was opened for questions or comments from the Board and RRDA staff, there were none.

Dr. Bennett offered a motion to adjourn, Mr. Lenfert seconded, and the Board approved the motion to adjourn the meeting by a vote of 3-0 at 2:39pm.

Respectfully submitted:

Brian Lenfert, Secretary/Treasurer

RESOLUTION NO. 11-2026

A RESOLUTION APPROVING THE GUARANTEED MAXIMUM PRICE FOR THE REGIONAL WASTEWATER COLLECTION AND TRANSMISSION BUILD-OPERATE-TRANSFER PROJECT

WHEREAS, the River Ridge Development Authority (the “**RRDA**”) has identified a need to increase the capacity of the wastewater collection and transmission facilities that serve the Charlestown section of the River Ridge Commerce Center (the “**RRCC**”) by adding a new regional lift station, force main transmission lines, and gravity collection lines (the “**Project**”), which would allow the RRDA to continue to pursue locating economic development projects in the RRCC; and,

WHEREAS, the City of Charlestown (the “**City**”) issued a Request for Proposals (“**RFP**”) for development of the Project through a public-private partnership in a manner consistent with Indiana law, including Ind. Code § 5-23, *et seq.* (the “**Act**”); and,

WHEREAS, the City’s review committee has received and evaluated proposals received pursuant to said RFP, and has recommended to select Municipal Development Solutions/GM Development (“**MDS/GM**”), to develop and/or finance the Project under a Build-Operate-Transfer Agreement pursuant to the Act; and,

WHEREAS, the City has considered the selection recommendation from the committee and has duly noticed and held a public hearing regarding the same for purposes of receiving public comment and remonstrance, as required by the Act; and,

WHEREAS, RRDA staff has worked with the City during the scoping period to negotiate a guaranteed maximum price (the “**GMP**”) to develop and/or finance the Project; and,

WHEREAS, the RRDA Board of Directors approved Resolution 3-2026 that authorized the RRDA Executive Director to execute the Regional Wastewater Collection and Transmission Project Agreement with the City that will provide financial assistance to complete the design and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

1. The RRDA Executive Director is hereby authorized to take all such actions and to execute all such instruments as are necessary and desirable to carry out the transactions contemplated by this Resolution, subject to review and approval by General Counsel, to be evidenced by the execution thereof.
2. The guaranteed maximum price for the Project as proposed by MDS/GM during the scoping period of the Project of **Seven Million One Hundred Eighty-two Thousand One Hundred Ninety and 40/100 Dollars (\$7,182,190.40)** is hereby accepted as presented.

**SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE
RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.**

Approved: _____ Dr. Treva E. Hodges, President

Attested: _____ Brian Lenfert, Secretary/Treasurer

RESOLUTION NO. 12-2026

A RESOLUTION APPROVING AN AGREEMENT WITH THE TOWN OF UTICA FOR THE PROVISION OF PUBLIC SAFETY AND EMERGENCY RESPONSE SERVICES WITHIN RRCC DURING CALENDAR YEAR 2026

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

WHEREAS, Ind. Code § 36-7-30-9(a)(23) authorizes the RRDA to enter into contracts for police, fire protection, and utility services within the reuse area; and,

WHEREAS, RRDA General Counsel has drafted a *2026 Town of Utica Public Safety Services Agreement* with the Town of Utica, Indiana (the “Agreement”), a true and correct copy of which is attached hereto as Exhibit A; and,

WHEREAS, RRDA staff recommends that the Board of Directors approve and grant the Executive Director the authority to execute the Agreement attached hereto as Exhibit A, subject only to subsequent approval by the Utica Town Council and full and complete execution thereof by the Town Council.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and hereby approves the Agreement attached hereto as Exhibit A as being in the best interests of the RRDA. The Executive Director is further authorized to execute the Agreement on behalf of the RRDA, subject only to subsequent approval by the Utica Town Council and full and complete execution thereof by the Town Council.

SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/Treasurer

EXHIBIT A

2026 TOWN PUBLIC SAFETY SERVICES AGREEMENT

THIS 2026 TOWN PUBLIC SAFETY 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 **TOWN OF UTICA, INDIANA**, an Indiana municipal government unit established pursuant to Ind. Code § 36-5-1, *et seq.* (the “Town”); 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 Town is an Indiana municipal government unit established pursuant to Ind. Code § 36-5-1, *et seq.*, to provide services to the residents of the Town, including, but not limited to, police services; 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 police services to be provided within RRCC; and,

WHEREAS, the Parties hereby acknowledge that since the establishment of the RRDA, the Town has been providing police services by mutual aid within RRCC (“Police Services”) for the benefit of the RRDA; and,

WHEREAS, the Parties further hereby acknowledge that the Town’s costs incurred to provide Police Services have increased with commercial and industrial development within RRCC; and,

WHEREAS, the RRDA is authorized to use tax increment revenues (“TIF Revenues”) proceeds allocated to the Reuse Area to pay for Police 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 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 Town Public Safety Services Agreement for subsequent year(s) (“Subsequent Agreement”).

4. **Subsequent Agreements.** If the Town desires to have a Subsequent Agreement for the subsequent calendar year 2027, then the Town shall indicate as such to RRDA in writing by June 1, 2026. RRDA will consider the request (in its sole discretion) by the Town and provide to the Town a written commitment with a form of a subsequent agreement similar hereto by July 15, 2026, so that the Town can begin its’ budgeting process for 2027. The Town 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 Town 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 Police Services during the Term of this Agreement, RRDA shall pay the Town the amount of **Seventy-five Thousand Dollars and No/100 (\$75,000.00)** within sixty (60) days following full and final execution of this Agreement. The Town shall be entitled to expend funds received under this Agreement for any legal purpose within the exercise of its sole discretion, and the Town shall have no duty or obligation to provide any accounting of such expenditures to the RRDA. The Town acknowledges that the compensation provided herein will be made from solely from TIF Revenues and that such has limited uses. The Town 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 from RRDA’s allocation area.

6. **Reserved.**

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

a. The Town and/or the Utica Town Marshal Department shall maintain a mutual emergency response agreement(s), whereby the Utica Town Marshal Department shall respond to emergency response calls regarding any incident or occurrence within the RRCC when requested by the Jeffersonville Police Department, Charlestown Police Department, or Clark County Sheriff Department. The Town 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 Town 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 Town shall provide reports of the services provided to RRDA, including but not limited to police runs and such other information as RRDA may require in its discretion.

8. **Indemnification and Insurance.** The Town 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 Town, including without limitation, the Utica Town Marshal Department 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 Police Services provided pursuant to this Agreement, and (c) the operations of the Town. If any action or proceeding is brought against one or more Indemnitees, (x) each Indemnatee may, in its sole discretion, select its own counsel, (y) the Indemnatee(s) seeking indemnification shall give written notice of such action or proceeding to the Town, and (z) the Town shall reimburse such Indemnatee(s) for all reasonable costs and expenses, including reasonable attorneys' fees and court costs, incurred by such Indemnatee(s) in connection with the defense of such actions or proceedings. Further, the Town shall name the RRDA as an additional insured under all relevant and applicable insurance policies maintained by the Town 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
executivedirector@riverridgecc.com

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

To the Town: Town of Utica, Indiana
Attn: Town Council President
107 N. 4th Street
Jeffersonville, IN 47130

With a copy to: Town of Utica, Indiana
Attn: Michael Wilder, Town Attorney
411 Watt Street
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.

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Town has caused this Agreement to be duly executed on _____, 2026.

TOWN OF UTICA, INDIANA

By: _____
Steve Long, Town Council President

Attested by:

Patrick Glotzbach, Town Clerk-Treasurer

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

_____, 2026.

**RIVER RIDGE
DEVELOPMENT AUTHORITY**

By: _____
Marc A. Hildenbrand, Executive Director

Attested by:

C. Gregory Fifer, General Counsel

RESOLUTION NO. 13-2026

**A RESOLUTION APPROVING AN AGREEMENT WITH
THE CITY OF CHARLESTOWN FOR THE PROVISION OF POLICE
AND UTILITY SERVICES WITHIN RRCC DURING CALENDAR YEAR 2026**

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

WHEREAS, Ind. Code § 36-7-30-9(a)(23) authorizes the RRDA to enter into contracts for police protection and utility services within the reuse area; and,

WHEREAS, RRDA General Counsel has drafted a *2026 Clark County Public Safety and Utility Services Agreement* with the City of Charlestown, Indiana (the “Agreement”), a true and correct copy of which is attached hereto as Exhibit A; and,

WHEREAS, RRDA staff recommends that the Board of Directors approve and grant the Executive Director the authority to execute the Agreement attached hereto as Exhibit A, subject only to subsequent approval by the Charlestown City Council and full and complete execution thereof by the Mayor and other required signatories.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and hereby approves the Agreement attached hereto as Exhibit A as being in the best interests of the RRDA. The Executive Director is further authorized to execute the Agreement on behalf of the RRDA, subject only to subsequent approval by the Charlestown City Council and full and complete execution thereof by the Mayor and other required signatories.

**SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE
RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.**

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/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
executivedirector@riverridgecc.com

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

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: _____
Treva Hodges, Mayor

Attested by:

Donna Coomer, Clerk-Treasurer

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

_____, 2026.

**RIVER RIDGE
DEVELOPMENT AUTHORITY**

By: _____
Marc A. Hildenbrand, Executive Director

Attested by:

C. Gregory Fifer, General Counsel

RESOLUTION NO. 14-2026

**A RESOLUTION APPROVING AN EDUCATIONAL
CAPITAL IMPROVEMENTS GRANT AGREEMENT WITH
GREATER CLARK COUNTY SCHOOLS FOR CALENDAR YEAR 2026**

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

WHEREAS, Ind. Code § 36-7-30-9(a)(24) authorizes the RRDA to make and enter into contracts and agreements necessary or incidental to the performance of the duties and the execution of the powers of the RRDA; and,

WHEREAS, RRDA General Counsel has drafted *An Educational Capital Improvements Grant for Calendar Year 2026 City* (the “Agreement”) with the Greater Clark County Schools, an Indiana school corporation as defined in Ind. Code § 20-23-4-3 (“GCCS”), a true and correct copy of which is attached hereto as Exhibit A; and,

WHEREAS, RRDA staff recommends that the Board of Directors approve and grant the Executive Director the authority to execute the Agreement attached hereto as Exhibit A, subject only to subsequent approval by the GCCS Board of School Trustees and full and complete execution of the Agreement by its authorized signatory or signatories.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and hereby approves the Agreement attached hereto as Exhibit A as being in the best interests of the RRDA. The Executive Director is further authorized to execute the Agreement on behalf of the RRDA, subject only to subsequent approval by the GCCS Board of School Trustees and full and complete execution of the Agreement by its authorized signatory or signatories.

SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/Treasurer

EXHIBIT A

EDUCATIONAL CAPITAL IMPROVEMENTS GRANT AGREEMENT

This EDUCATIONAL CAPITAL IMPROVEMENTS GRANT AGREEMENT (this “Agreement”) is made this ___ day of _____, 2026 (the “Effective Date”), by and between **GREATER CLARK COUNTY SCHOOL CORPORATION**, an Indiana school corporation (“GCCS”), having an address of 2112 Utica-Sellersburg Road, Jeffersonville, Indiana 47130 and the **RIVER RIDGE DEVELOPMENT AUTHORITY**, an Indiana military base reuse authority and taxing district established pursuant to the provisions of Ind. Code § 36-7-30, *et seq.* (“RRDA”), having an address of 300 Corporate Drive, Suite 300, Jeffersonville, Indiana 47130 (GCCS and RRDA each individually being a “Party” and collectively being the “Parties”).

RECITALS

WHEREAS, RRDA is located within Clark County, Indiana (the “County”); and,

WHEREAS, pursuant to Ind. Code § 36-7-30-8, RRDA, as a military base reuse authority, is required, among other things to: (a) investigate, study, and determine the means by which military base property may be reused by private enterprise to promote economic development within the unit or by state and local government to otherwise benefit the welfare of the citizens of the unit; (b) promote the reuse of military base property in the manner that best serves the interests of the unit and its inhabitants; and (c) cooperate with other governmental entities in the manner that best serves the purposes of Ind. Code § 36-7-30, *et seq.* (the “Act”); and,

WHEREAS, RRDA desires to promote economic development within the County; and,

WHEREAS, the military base reuse authority territory of RRDA is located within the school corporation boundaries of GCCS; and,

WHEREAS, RRDA, pursuant to the provisions of Ind. Code § 36-7-30-9(a)(24), is authorized to make and enter into all contracts and agreements necessary or incidental to the performance of its duties as a military base reuse authority and the execution of its powers as a military base reuse authority under the Act; and,

WHEREAS, RRDA, pursuant to the provisions of Ind. Code § 36-7-30-9(a)(26), is further authorized to take any action necessary to implement its purposes as a military base reuse authority; and,

WHEREAS, RRDA, pursuant to the provisions of Ind. Code § 36-7-30-25(b)(3)(D), is authorized to reimburse any other governmental body for expenditures made for local public improvements (or structures) in or directly serving or benefitting that allocation area; and,

WHEREAS, RRDA, pursuant to the provisions of Ind. Code § 36-7-30-25(b)(3)(E), is authorized to pay expenses incurred by a department of another governmental entity for local public improvements or structures that are in the allocation area or which directly serve or benefit the allocation area, including expenses for the operation and maintenance of these local public improvements or structures if the military base reuse authority determines those operation and maintenance expenses are necessary or desirable to carry out the purposes of the Act; and,

WHEREAS, RRDA, in furtherance of and incidental to the above referenced powers and duties, may contract with certain entities, such as GCCS, in connection with certain capital improvements described herein; and,

WHEREAS, GCCS intends to incur costs for capital improvements to be installed, constructed, repaired, renovated, maintained, acquired, and/or used at facilities of GCCS (the “Capital Improvements”), both new and existing; and,

WHEREAS, RRDA has the intent, capability, and budget to fund, to a certain extent, a portion of the cost of the Capital Improvements incurred by GCCS; and,

WHEREAS, RRDA has found that the Capital Improvements will promote the economic development of the County and are in the best interests of the County’s residents; and,

WHEREAS, GCCS provides education and training to students of employees in RRCC and students being future employees in RRCC, which benefits and serves the allocation area; and,

WHEREAS, RRDA and GCCS have each agreed that RRDA partially reimbursing GCCS for the cost of the Capital Improvements will be predicated on the terms, conditions, provisions, and agreements set forth herein.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a part of this Agreement for all purposes.

2. **GCCS Representations, Warranties, and Covenants.** In addition to other provisions of this Agreement, GCCS represents, warrants, covenants and agrees that:

(a) GCCS is a school corporation organized under the laws of the State of Indiana.

(b) GCCS has obtained all necessary authorizations and approvals to enter into this Agreement. The individual executing this Agreement on behalf of GCCS is authorized to act on behalf of GCCS and has the power to bind GCCS to the terms hereof.

(c) GCCS will comply with all obligations and laws related to the Capital Improvements and this Agreement.

(d) This Agreement does not and will not conflict with or create a breach or default under any existing law, regulation, decree, order, or agreement to which GCCS is subject to or bound.

(e) GCCS shall remain duly organized as a school corporation under the laws of the State of Indiana during the term of this Agreement.

(f) GCCS acknowledges that the Assistance (as hereinafter defined) of funds from the RRDA are “public funds” and must be used for a public purpose.

(g) Upon the request of RRDA, GCCS shall provide to RRDA detailed plans and specifications of the Capital Improvements.

(h) In addition to the other reporting requirements under this Agreement, GCCS shall provide RRDA with an annual report on the Capital Improvements and compliance with this Agreement, and GCCS shall further provide such other reports and documents related thereto as RRDA may request.

(i) Upon GCCS paying for the costs of the Capital Improvements, GCCS shall furnish RRDA with an invoice documenting the amount actually paid by GCCS for the Capital Improvements; notwithstanding anything to the contrary herein, such obligation is a prerequisite for payment of the Assistance by RRDA hereunder.

(j) Promptly upon the completion of the installation of the Capital Improvements, GCCS shall timely provide RRDA with written notice of such completion, including photographs of the completed Capital Improvements, and RRDA and its agents shall be given reasonable access to the facilities and the Capital Improvements to inspect the same.

(k) All representations and warranties of GCCS set forth herein shall remain true and correct at all times, and GCCS shall perform and comply with any and all covenants set forth herein, during the term of this Agreement.

3. **RRDA Representations, Warranties, and Covenants.** RRDA represents, warrants, covenants, and agrees that:

(a) RRDA is an Indiana military base reuse authority and a taxing district organized under the laws of the State of Indiana, and has the power to enter into this Agreement and has been duly authorized to do so.

(b) Upon requisite approval, and subject to all terms and conditions set forth in this Agreement, RRDA shall provide the Assistance pursuant to Section 5 hereof.

4. **Term; Termination; Renewal.** This Agreement is effective as of the Effective Date and shall continue until the earlier of (i) its expiration on December 31, 2026 (the “Term”), (ii) receipt by GCCS of the final Assistance payment, or (iii) under the provisions of Section 7 of this Agreement. The Parties shall engage in good faith negotiations for an Educational Capital Improvements Grant Agreement for subsequent year(s). If GCCS desires to have a Subsequent Agreement for the subsequent calendar years, then GCCS shall indicate as such to RRDA in writing by June 1, 2026. RRDA will consider the request (in its sole discretion) by GCCS and provide to GCCS a written commitment with a form of a subsequent agreement similar hereto by July 15, 2026, so that GCCS can begin its budgeting process for 2027. GCCS shall only use the Assistance amount provided in Section 5.1 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 RRDA after RRDA has obtained and had time to consider assessed valuation and TIF Revenue estimates and projections. In no event, will the Assistance amount in a Subsequent Agreement be more than five percent (5.0%) greater than the prior year’s Assistance amount.

5. **Assistance Payments.**

5.1 **Assistance Amount.** Subject to the terms and conditions of this Agreement, RRDA shall provide financial assistance to GCCS to offset the cost of the Capital Improvements in the manner of an annual payment in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the “Assistance”). RRDA shall not be obligated to advance any of the Assistance prior to the actual cost of the Capital Improvements being incurred by GCCS, GCCS providing an invoice showing the amount paid for the Capital Improvements, and GCCS providing proof of payment therefor.

5.2 **Invoicing and Reporting Requirements.** GCCS shall provide to RRDA detailed and itemized receipts and documentation related to the Capital Improvements for which GCCS seeks the Assistance. The delivery of all documents, materials, and reports

set forth in Section 2 of this Agreement is a precondition to the obligation of RRDA to pay, and the right of GCCS to receive, the Assistance hereunder. Provided that GCCS remains in compliance with this Agreement and fully complies with the provisions of Sections 5.1 and 5.2 hereof, RRDA shall pay GCCS within sixty (60) days of receipt of an invoice.

5.3 **Assistance Issuance; RRDA Review.** RRDA shall make the annual payment to GCCS in accordance with Sections 5.1 and 5.2. GCCS acknowledges any and all Assistance payments require RRDA approval at a duly noticed public meeting of the Board of Directors of RRDA and RRDA may reject any request for Assistance for any noncompliance with this Agreement in RRDA's sole and absolute discretion.

6. **No Agency or Joint Venture.** Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the Parties or any affiliate thereof. Neither Party is authorized to make any representations, contracts, or commitments on behalf of the other Party.

7. **Default; Remedies.**

(a) In the event that GCCS defaults in its obligations and/or breaches its covenants under this Agreement, and said failure continues for a period of thirty (30) days following notice from RRDA of said failure, or such longer period agreed upon by RRDA, in its sole and absolute discretion, as is necessary to cure said failure if it cannot be cured within thirty (30) days and GCCS has commenced, and continued to diligently pursue, efforts to cure its failure within said thirty (30) day period (an "Event of Default"), the Agreement shall be deemed to have terminated as of the date of such Event of Default.

(b) In the case of an Event of Default by GCCS, RRDA shall be entitled to cease making the Assistance payments to GCCS. RRDA also reserves the right to enforce this Agreement by judicial means, including, without limitation, a lawsuit, mediation, or any other alternative dispute resolution ("Judicial Means"). In the event RRDA must pursue Judicial Means to enforce this Agreement, RRDA shall be reimbursed for its reasonable attorneys' fees and court costs associated therewith.

8. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

To RRDA: _____ :
River Ridge Development Authority
Attn: Executive Director
300 Corporate Drive, Suite 300
Jeffersonville, Indiana 47130
executivedirector@riverridgecc.com

With a Copy To:
River Ridge Development Authority
Attn: General Counsel
300 Corporate Drive, Suite 300
Jeffersonville, Indiana 47130
legal@riverridgecc.com

To GCCS:
Greater Clark County School Corporation
2112 Utica-Sellersburg Road
Jeffersonville, Indiana 47130
Attn: _____

9. **Force Majeure.** Neither Party shall be liable or responsible by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, civil unrest, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, pandemics or other public health emergencies, or any other cause which is beyond the reasonable control of such Party; provided, however, no such delay shall exceed ninety (90) days.

10. **Survival.** Except as otherwise expressly stated herein, the following Sections of this Agreement shall survive termination or expiration: 2, 7(b), 15, 16, and 17.

11. **Amendments.** This Agreement may be amended only by a writing executed by authorized representatives of both Parties.

12. **Assignment.** This Agreement may not be assigned by GCCS without the express written consent of RRDA.

13. **No Third-Party Beneficiaries.** 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.

14. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and RRDA has approved or ratified the execution of this Agreement at a public meeting of its Board of Directors.

15. **Indemnification.** GCCS covenants and agrees at its expense to pay and to indemnify and save RRDA and any agency, instrumentality, and board, and their respective officers, 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 GCCS' (and/or any of GCCS's employees, agents, attorneys or affiliates) actions or omissions relating to (a) this Agreement, (b) the Capital Improvements, or (c) the facilities related to the Capital Improvements. 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 notice of such action or proceeding to GCCS in writing, and (z) GCCS shall reimburse such Indemnitee(s) for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by such Indemnitee(s) in connection with the defense of such action or proceeding.

16. **No Waiver.** No delay or failure by RRDA or any RRDA agency, instrumentality, 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 GCCS shall under any circumstances be deemed or held to be a waiver by RRDA or any RRDA agency, instrumentality, or board of the right to do so thereafter, or an estoppel to assert any right available to it upon the occurrence, recurrence or continuation of any violation or violations hereunder.

17. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Indiana. GCCS agrees to and hereby submits to jurisdiction before any state or federal court with jurisdiction in Clark County, Indiana, and GCCS hereby specifically waives any right to raise questions of personal jurisdiction or venue. GCCS waives, to the extent permitted under applicable law, any right GCCS may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

18. **General Terms.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, understandings and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties. 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. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

EXECUTED by the Parties as of the Effective Date.

RRDA:

**RIVER RIDGE DEVELOPMENT
AUTHORITY**, an Indiana military base reuse
authority and taxing district

By: _____
Marc A. Hildenbrand, Executive Director

Attest: _____
C. Gregory Fifer, General Counsel

GCCS:

**GREATER CLARK COUNTY SCHOOL
CORPORATION**, an Indiana school corporation

By: _____

Name: _____

Title: _____

RESOLUTION NO. 15-2026

**A RESOLUTION APPROVING AN AGREEMENT WITH
CLARK COUNTY FOR THE PROVISION OF PUBLIC SAFETY AND
EMERGENCY RESPONSE SERVICES WITHIN RRCC DURING CALENDAR YEAR 2026**

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

WHEREAS, Ind. Code § 36-7-30-9(a)(23) authorizes the RRDA to enter into contracts for police, fire protection, and utility services within the reuse area; and,

WHEREAS, RRDA General Counsel has drafted a *2026 Clark County Public Safety and Emergency Response Services Agreement* with Clark County, Indiana (the “Agreement”), a true and correct copy of which is attached hereto as Exhibit A; and,

WHEREAS, RRDA staff recommends that the Board of Directors approve and grant the Executive Director the authority to execute the Agreement attached hereto as Exhibit A, subject only to subsequent approval by the Board of Commissioners of Clark County and full and complete execution thereof by the Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and hereby approves the Agreement attached hereto as Exhibit A as being in the best interests of the RRDA. The Executive Director is further authorized to execute the Agreement on behalf of the RRDA, subject only to subsequent approval by the Board of Commissioners of Clark County and full and complete execution thereof by the Commissioners.

**SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE
RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.**

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/Treasurer

EXHIBIT A

2026 COUNTY PUBLIC SAFETY SERVICES AGREEMENT

THIS 2026 COUNTY PUBLIC SAFETY 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 **CLARK COUNTY, INDIANA**, an Indiana political subdivision established pursuant to Ind. Code § 36-2-1, *et seq.* (the “County”); 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 County is an Indiana political subdivision established pursuant to Ind. Code § 36-2-1, *et seq.*, to provide services to the residents of the County, including, but not limited to, law enforcement services provided by the County Sheriff and emergency ambulance services (collectively, the “County Services”); 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 County Services to be provided within RRCC; and,

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

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

WHEREAS, the RRDA is authorized to use tax increment revenues (“TIF Revenues”) proceeds allocated to the Reuse Area to pay for County 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 law enforcement and emergency ambulance 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 County Public Safety Services Agreement for subsequent year(s) ("Subsequent Agreement").

4. **Subsequent Agreements.** If the County desires to have a Subsequent Agreement for the subsequent calendar year 2027, then the County shall indicate as such to RRDA in writing by June 1, 2026. RRDA will consider the request (in its sole discretion) by the County and provide to the County a written commitment with a form of a subsequent agreement similar hereto by July 15, 2026, so that the County can begin its' budgeting process for 2027. The County 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 County 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 County Services during the Term of this Agreement, RRDA shall pay the County the amount of **Eight Hundred Fifty Thousand Dollars and No/100 (\$850,000.00)** within sixty (60) days following full and final execution of this Agreement. The County shall be entitled to expend funds received under this Agreement for any legal purpose within the exercise of its sole discretion, and the County shall have no duty or obligation to provide any accounting of such expenditures to the RRDA. The County acknowledges that the compensation provided herein will be made from solely from TIF Revenues and that such has limited uses. The County 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. **Reserved.**

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

a. The County and/or the Clark County Sheriff Department shall maintain a mutual emergency response agreement with the RRDA, whereby the Clark County Sheriff Department shall respond to all emergency response calls issued by the Clark County Emergency Response Services regarding any incident or occurrence within the RRCC. The County 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 County shall provide or contract to provide law enforcement and emergency ambulance services within the RRCC. The County shall provide RRDA with a copy of all such agreements, including any amendments or replacements becoming effective during the Term of this Agreement.

c. The County shall provide County Services within RRCC 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 County shall provide reports of the services provided to RRDA, including but not limited to police runs and EMS runs, citations, and such other information as RRDA may require in its discretion.

8. Indemnification and Insurance. The County 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 County, including without limitation, the Clark County Sheriff Department, Heartland Ambulance Service LLC, any other provider of emergency ambulance services, 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 County Services provided pursuant to this Agreement, and (c) the operations of the County. 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 County, and (z) the County 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 County shall name the RRDA as an additional insured under all relevant and applicable insurance policies maintained by the County or the Indemnitors.

9. Notices. All notices, requests, or other communications required hereunder shall be sufficient only if given in writing which shall be deed 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
executivedirector@riverridgecc.com

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

To the County: Clark County, Indiana
Attn: Clark County Auditor
Clark County Government Center
300 Corporate Drive, Suite 106
Jeffersonville, IN 47130

With a copy to: Clark County, Indiana
Attn: County Attorney
Clark County Government Center
300 Corporate Drive
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.

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed on _____, 2026.

CLARK COUNTY, INDIANA

By: _____
David Decker, County Commissioner

Jack Coffman, County Commissioner

Bryan Glover, County Commissioner

Attested by:

Danny Yost, Clark County Auditor

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

_____, 2026.

**RIVER RIDGE
DEVELOPMENT AUTHORITY**

By: _____
Marc A. Hildenbrand, Executive Director

Attested by:

C. Gregory Fifer, General Counsel

RESOLUTION NO. 16-2026

A RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF JEFFERSONVILLE FOR THE PROVISION OF PUBLIC SAFETY AND UTILITY SERVICES WITHIN RRCC DURING CALENDAR YEAR 2026

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

WHEREAS, Ind. Code § 36-7-30-9(a)(23) authorizes the RRDA to enter into contracts for police, fire protection, and utility services within the reuse area; and,

WHEREAS, RRDA General Counsel has drafted a *2026 City Public Safety and Utility Services Agreement* with the City of Jeffersonville, Indiana (the “Agreement”), a true and correct copy of which is attached hereto as Exhibit A; and,

WHEREAS, RRDA staff recommends that the Board of Directors approve and grant the Executive Director the authority to execute the Agreement attached hereto as Exhibit A, subject only to subsequent approval by the Jeffersonville City Council and/or the Jeffersonville Board of Public Works and full and complete execution thereof by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and hereby approves the Agreement attached hereto as Exhibit A as being in the best interests of the RRDA. The Executive Director is further authorized to execute the Agreement on behalf of the RRDA, subject only to subsequent approval by the Jeffersonville City Council and/or the Jeffersonville Board of Public Works and full and complete execution thereof by the City.

SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/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 JEFFERSONVILLE, 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, fire protection, and wastewater utility services; and,

WHEREAS, by adoption of Ordinance No. 2000-OR-46, the City annexed the Utica Township section of RRCC (“RRCC/Jeff”) into the corporate boundaries of the City; and,

WHEREAS, pursuant to the provisions of Ind. Code § 36-4-3-13(d)(4), the City is obligated to provide, and in fact does provide, police, fire protection, and wastewater utility services (collectively, the “City Services”) within RRCC/Jeff 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 City Services to be provided within RRCC/Jeff (“City Services”); and,

WHEREAS, the Parties executed a 2025 City Services Agreement dated June 11, 2025 (“2025 Agreement”), and pursuant to which RRDA has paid the City \$1,700,000.00 in full satisfaction thereof; and,

WHEREAS, the Parties hereby acknowledge that since the establishment of the RRDA, the City has been providing City Services within RRCC/Jeff 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/Jeff have increased with commercial and industrial development within RRCC/Jeff; 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 terminate and replace the 2025 Agreement with this Agreement to provide for additional compensation for the additional fire protection 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. **Termination of the 2025 Agreement.** The 2025 Agreement has terminated in its entirety and neither of the Parties shall have any further obligations thereunder.
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, RRDA shall pay the City the amount of **Three Million Five Hundred Thousand Dollars and No/100 (\$3,500,000.00)** 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/Jeff 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/Jeff, 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/Jeff 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 Jeffersonville Police Department shall maintain a mutual emergency response agreement with the City of Charlestown, Indiana (“Charlestown”), 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 and/or the Jeffersonville Fire Department shall maintain a mutual emergency response agreement with the Charlestown Township Fire Protection District, whereby the Jeffersonville Fire Department shall respond to all emergency response calls issued by the Clark County Emergency Response Services regarding any incident or occurrence within 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.

c. 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.

d. The City shall provide City Services within RRCC/Jeff 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.

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

f. 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.

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

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 Jeffersonville Police Department, the Jeffersonville Fire Department, the Jeffersonville 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 Indemnatee may, in its sole discretion, select its own counsel, (y) the Indemnatee(s) seeking indemnification shall give written notice of such action or proceeding to the City, and (z) the City shall reimburse such Indemnatee(s) for all reasonable costs and expenses, including reasonable attorneys’ fees and court costs, incurred by such Indemnatee(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 deed 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
executivedirector@riverridgecc.com

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

To the City: City of Jeffersonville, Indiana
Attn: Director of Finance
500 Quartermaster Court, Suite 300
Jeffersonville, IN 47130

With a copy to: City of Jeffersonville, Indiana
Attn: Corporation Counsel
500 Quartermaster Court, Suite 250
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.

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on _____, 2026.

CITY OF JEFFERSONVILLE, INDIANA

By: _____
Michael G. Moore, Mayor

Attested by:

Lisa Gill, Jeffersonville City Clerk

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

_____, 2026.

**RIVER RIDGE
DEVELOPMENT AUTHORITY**

By: _____
Marc A. Hildenbrand, Executive Director

Attested by:

C. Gregory Fifer, General Counsel

RESOLUTION NO. 17-2026

A RESOLUTION DETERMINING AND DECLARING THAT THERE ARE NO EXCESS PROPERTY TAX FUNDS PAYABLE TO THE RIVER RIDGE DEVELOPMENT AUTHORITY ALLOCATION FUND TO BE ALLOCATED DURING CALENDAR YEAR 2026 THAT WILL BE PAYABLE THE FOLLOWING YEAR

WHEREAS, Ind. Code § 36-7-30-25(b)(4)(A) requires a reuse authority to determine before July 15 of each year the amount, if any, by which property taxes payable to its allocation fund in the following year will exceed the amount of property taxes necessary to make, when due, principal and interest payments on bonds plus the amount necessary to satisfy other purposes authorized by statute; and,

WHEREAS, Ind. Code § 36-7-30-25(b)(4)(B) requires River Ridge Development Authority (“RRDA”) to provide a written notice to the Clark County Auditor, the Clark County Council, the Clark County Commissioners, and all officers who are authorized to fix budgets, tax rates, and tax levies under Ind. Code § 6-1.1-17-5 for each of the other Clark County taxing units that are wholly or partly located within the RRDA allocation area(s) as to whether there are any excess property tax proceeds that may be allocated to the respective taxing units; and,

WHEREAS, RRDA has determined that there are no excess property tax proceeds that may be allocated to the respective taxing units that are wholly or partly located within the RRDA allocation area(s) during calendar year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The Executive Director is directed to provide written notice to the Clark County Auditor, the President of the Clark County Council, and the executive and fiscal officers of each of the other Clark County taxing units that are wholly or partly located within the RRDA allocation area(s) stating that the RRDA has determined that there are no excess property tax proceeds payable to the RRDA allocation fund for the following year that may be allocated to other Clark County taxing units for calendar year 2026 payable in the following year.

SO RESOLVED BY AFFIRMATIVE VOTE OF THE RRDA BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING HELD ON MARCH 12, 2026.

Attest: _____ Dr. Treva Hodges, President

Attest: _____ Brian Lenfert, Secretary/Treasurer

RESOLUTION NO. 18-2026

**A RESOLUTION APPROVING THE AWARD OF THE
GATEWAY BRIDGE CONCRETE REPAIRS CONSTRUCTION CONTRACT**

WHEREAS, the repair of various concrete components on the Ned Pfau Parkway bridge within the Gateway Office Park of the River Ridge Commerce Center is required; and,

WHEREAS, the funding source of this project will be **OPERATIONS** and will be partially reimbursed from the assessments collected by the River Ridge Property Owners Association, Inc.; and,

WHEREAS, RRDA staff has solicited quotes for the project, and two (2) contractors submitted quotes for performance of the work, the quotes have been reviewed by the RRDA staff, and a quote tabulation sheet is attached to this Resolution; and,

WHEREAS, it is the staff recommendation that the most responsible, responsive, and cost-effective quote was submitted by **E&B Paving, LLC** with a bid amount of **One Hundred Eighty-five Thousand Nine Hundred and Six and No/100 Dollars (\$185,906.00)**.

NOW, THEREFORE, BE IT RESOLVED BY THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and hereby awards the Gateway Bridge Concrete Repairs Construction Contract to **E&B Paving, LLC**, with a contract amount of **One Hundred Eighty-five Thousand Nine Hundred and Six and No/100 Dollars (\$185,906.00)** and authorizes the RRDA Executive Director to execute a contractual agreement for such work, subject to prior review and approval of General Counsel.

SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/Treasurer

**RIVER RIDGE COMMERCE CENTER
GATEWAY BRIDGE CONCRETE REPAIRS
QUOTE TABULATION**

CONTRACTOR	BID PRICE
E&B Paving, LLC	\$185,906.00
American Contracting & Services, Inc.	\$250,550.00
MAC Construction	Did Not Submit

RESOLUTION NO. 19-2026

A RESOLUTION APPROVING THE INTERNATIONAL DRIVE IMPROVEMENTS CONSULTANT CONTRACT

WHEREAS, the River Ridge Development Authority (“RRDA”) staff recommends moving forward with certain intersection improvements and resurfacing to International Drive in the River Ridge Commerce Center (“RRCC”); and,

WHEREAS, the International Drive corridor has become a main artery for traffic inside the RRCC, and this is resulting in growing congestion at the intersections along International Drive; and,

WHEREAS, the proposed project consists of resurfacing the entirety of International Drive and improving the intersections of Logistics Avenue, Hilton Drive, and Salem Road (the “Improvements”); and,

WHEREAS, United Consulting Engineers, Inc. (“United”), previously completed a traffic study and preliminary design work to investigate potential improvements to International Drive and the above-referenced intersections; and,

WHEREAS, the RRDA staff requested a proposal from United to complete the consultant services including final design, permitting, bidding, and construction administration required for the Improvements; and,

WHEREAS, United has submitted a proposal with a not-to-exceed amount of **One Hundred Forty-five Thousand and No/100 Dollars (\$145,000.00)** for performance of the scope of services required by RRDA; and,

WHEREAS, the funding source of this project will be TIF; and,

WHEREAS, it is the RRDA staff recommendation that the proposal as submitted by United is consistent with the effort to complete the scope of services required, and as such should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE RIVER RIDGE DEVELOPMENT AUTHORITY AS FOLLOWS:

The RRDA Board of Directors concurs with the staff recommendation and authorizes the RRDA Executive Director to execute a contract with a not-to-exceed amount of **One Hundred Forty-five Thousand and No/100 Dollars (\$145,000.00)**, subject to review and approval of General Counsel, with **United Consulting Engineers Inc.**, for the consultant services required for the International Drive Improvements.

SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.

Approved: _____ Dr. Treva Hodges, President

Attested: _____ Brian Lenfert, Secretary/Treasurer

EXHIBIT A



February 18, 2026

Mr. Marc Hildenbrand, P.E.
Executive Director – Engineering & Operations
River Ridge Development Authority
300 Corporate Drive, Suite 300
Jeffersonville, IN 47130

RE: **Professional Services Agreement**
On-Call Engineering Services
Task Order No. 13

Dear Mr. Hildenbrand:

Enclosed is a copy of Task Order No. 13 prepared in accordance with the provisions of our On-Call Professional Services Agreement signed on March 8, 2024. This Task Order has been prepared based on our in-person meetings on September 22, 2025 and December 1, 2025, regarding the Conceptual Layout for the International Drive corridor.

Please execute a copy of Task Order No. 13 and return a digital copy of the signed Task Order to our office. We will begin work upon receipt of an executed copy of Task Order No. 13.

If you have any questions or comments, please contact me at any time. My cell number is (317) 696-2439.

Sincerely,
UNITED CONSULTING **MAR**

Chris Pope, PE
Senior Vice President

Enclosures
c: Bob Stein
File (Pending)

ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1965

OFFICERS
Christopher J. Miller
Christopher R. Poos, PE
B. Keith Bryant, PE
Michael A. Rowe, PE
Jon E. Clodfelter, PE
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PROFESSIONAL STAFF
Andrew T. Wolka, PE
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Brian S. Frederick, PE
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Dann C. Barrett, PE
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Andrew J. Allison, PE
Abigail I. Godsey, PE
Gretchen A. Meyer, PE
Brian S. Haefliger, PE
Corbin A. Schwiebert, PE
Tim B. Leemhuis, PE
Kyle D. Kent, PE
Steven D. Zehr, PE
Elizabeth D. Magee, PE
John D. SanGiorgio, PE
Marcus A. Gahagen, PE
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Scott M. Siple, PE
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www.lucindy.com
(317) 895-2585
46250
8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN

Project Location Map

International Drive Resurfacing and Intersection Improvements



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A. Services by UNITED:

The assignment includes engineering services related to ***International Drive Resurfacing and Intersection Improvements***.

The scope of work shall include the following items:

1. ROAD DESIGN AND PLANS
 - a. UNITED shall provide roadway design and plan services for the pavement milling and resurfacing of International Drive from Paul Garrett Avenue to the River Ridge south boundary. The existing three-lane section will be restriped with painted markings to include two 12-foot lanes with shoulders. The use of center line delineators or other means of discouraging passing along International Drive will be investigated during design. Existing inlet castings will be adjusted to grade, as required.
 - b. UNITED shall provide roadway design and plan services for the construction of a right turn bypass lane for the eastbound to southbound movement at the intersection of International Drive and Hilton Drive. The bypass lane will require pavement widening south of Hilton Drive for a length of approximately 800 feet to accommodate the required acceleration and merging lengths. New inlet structures will be installed and connected to the existing storm sewer system.
 - c. UNITED shall provide roadway design and plan services for the modification of the International Drive and Salem Road intersection to a right-in/right-out intersection with permitted northbound left turns. A raised median shall be installed on the west Salem Road approach to discourage left-hand turns onto northbound International Drive. The existing construction entrance on the east approach will remain.

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- d. UNITED shall provide culvert design and plan services for impacts to a single existing culvert located under International Drive, 175 feet south of Hilton Drive.
 - e. The design shall include the design of a culvert headwall and slope re-grading due to roadway widening south of the Hilton Drive intersection. The existing culvert size will be maintained.
 - f. UNITED shall complete hydrologic and hydraulic design and construction plans for the culvert in accordance with the Indiana Design Manual, Part 2 – Hydrology and Hydraulics.
 - g. UNITED shall prepare a stormwater pollution prevention plan for the project.
 - h. UNITED shall prepare plans, specifications, and opinions of probable construction cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; the Manual on Uniform Traffic Control Devices; INDOT's Design Manual, and as directed by the CLIENT.
 - i. UNITED shall prepare and submit Preliminary Construction Plans and Final Plans and Specifications to the CLIENT for review and approval.
2. SIGNAL DESIGN AND PLANS
- a. UNITED shall provide signal design and plan services for the installation of a new traffic signal at the intersection of International Drive and Logistics Avenue.
 - b. The signal design shall include the installation of decorative signal strain poles with INDOT standard foundations, traffic signal cabinet, signal

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- heads, detection, and other equipment required for the operation of the signal.
- c. UNITED shall prepare and submit plans in conjunction with the roadway plans and in accordance with the Indiana Design Manual.
3. CONSTRUCTION STORMWATER GENERAL PERMIT (CSGP)
 - a. UNITED shall coordinate, apply for, and track the status of an IDEM Construction Stormwater General Permit (CSGP). The permit will be coordinated with the Clark County Soil and Water Conservation District.
 4. BIDDING SERVICES
 - a. UNITED shall assist the CLIENT in answering contractor questions and in issuing Addenda as required. UNITED shall provide certified bid tabulations and a written recommendation to the CLIENT for selecting the lowest responsive and responsible Bidder.
 5. CONSTRUCTION ADMINISTRATION SERVICES
 - a. UNITED shall attend the Pre-Construction Conference.
 - b. UNITED shall provide plans, specifications, and CAD files to the awarded contractor.
 - c. UNITED shall review and respond to Contractor Requests for Information.
 - d. UNITED shall review Contractor shop drawings for the signal poles to ensure compliance with the project specifications and intent.
 - e. UNITED shall attend up to 4 virtual construction progress meetings.
 - f. UNITED shall attend a Pre-Final Inspection meeting.
 - g. UNITED shall prepare record drawings.

B. Services by CLIENT:

The CLIENT shall furnish UNITED with the following:

1. Topographic survey and surface model in AutoCAD Civil 3d format.
2. Current Digital Aerial Imagery.

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3. Criteria for design and details for signs, signals, highways, and structures such as grades, curves, sight distances, clearances, design loadings, etc.
4. Specifications and standard drawings applicable to the project.
5. Plans of any existing structures within the project limits, if available.
6. Guarantee access to enter upon public and private lands as required for UNITED to perform work under this Agreement.
7. Recommended drainage areas for adjacent development sites and proposed development plans, if available.
8. Geotechnical Investigation and Engineering Services.
9. Utility Coordination Services.
10. Bid Advertisement, Receipt of Bids, and Bid Opening.

C. Schedule:

All work by UNITED under this Task Order shall be completed and delivered to the CLIENT for review and approval within the following approximate time periods. Modifications to this schedule may be agreed upon by UNITED and the CLIENT.

1. Preliminary Plan Submission within 56 calendar days after receipt of the design survey.
2. Final Plan Submission within 84 calendar days after CLIENT approval of the Preliminary Plan Submission

D. Compensation:

1. Amount of Payment
 - a. UNITED shall receive as payment for the work performed under this Agreement the total fee not to exceed \$145,100.00 unless a modification of the Agreement is approved in writing by the CLIENT. Payment to UNITED for services provided shall be in accordance with the schedules included herein.
 - b. UNITED shall be paid for the work performed under this Agreement on a lump sum basis in accordance with the following schedule:

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- i. Road Design and Plans \$ 118,000
- ii. Signal Design and Plans \$ 12,000
- c. UNITED shall be paid on the basis of actual hours of work performed by essential personnel working exclusively on this Agreement at the billing rates as set forth in the 2024 On-Call Professional Services Agreement, dated March 8, 2024, in accordance with the following schedule.
 - i. Construction Stormwater General Permit \$ 2,800
 - ii. Bidding Services \$ 3,700
 - iii. Construction Phase Services \$ 8,600

AGREED TO:

UNITED CONSULTING

RIVER RIDGE DEVELOPMENT AUTHORITY

BY: Michael Rowe
Michael A. Rowe, PE
President

BY: _____
Marc A. Hildenbrand
Executive Director

BY: Chris R. Pope
Chris R. Pope, PE
Senior Vice President

BY: _____
Eric Lauer, PE
Engineer Project Manager

Date: February 18, 2026

Date: March 12, 2026

RESOLUTION NO. 20-2026

**A RESOLUTION APPROVING THE
SR 62 INTERSECTION IMPROVEMENTS CONSTRUCTION CONTRACT
CHANGE ORDER NO. 2**

WHEREAS, the RRDA Board previously approved Resolution No. 44-2025 awarding the SR 62 Intersection Improvements Construction Contract to MAC Construction and Excavating, LLC, with a contract amount of \$434,705.56; and,

WHEREAS, conditions changed during the course of work on the project that necessitate adding additional work as described in attached Exhibit A; and,

WHEREAS, the additional work will result an increase to the initial contract amount for an additional \$26,365.28; and,

WHEREAS, the proposed change order has been reviewed by American Structurepoint and the staff of the RRDA, and the change order amount is consistent with the effort required to complete the additional work; and,

WHEREAS, the proposed change order does not exceed twenty percent (20.00%) of the initial contract amount and, as such, is compliant with applicable law; and,

WHEREAS, the funding source of this change order will be 2024 BANs; and,

WHEREAS, it is the staff recommendation for the Board to approve the SR 62 Intersection Improvements Construction Contract Change Order No. 2 which adds \$26,365.28 to the construction contract for the project.

The Board concurs with the staff recommendation, and hereby approves the SR 62 Intersection Improvements Construction Contract Change Order No. 1 and adding the sum of **Twenty Six Thousand, Three Hundred Sixty-Five and 28/100 Dollars (\$26,365.28)** to the construction contract with MAC Construction and Excavating, LLC.

**SO RESOLVED BY AFFIRMATIVE VOTE OF THE BOARD OF DIRECTORS
TAKEN DURING A DULY NOTICED AND CONVENED REGULAR MEETING OF THE
RIVER RIDGE DEVELOPMENT AUTHORITY HELD ON MARCH 12, 2026.**

Attest: _____ Dr. Treva Hodges, President

Attest: _____ Brian Lenfert, Secretary/Treasurer

EXHIBIT A

American Structurepoint, Inc.

Change Order Details

SR62 Intersections

Description	This project consists of asphalt pavement repairs and drainage improvements at various intersections with SR 62 in the River Ridge Commerce Center. Repairs include thermoplastic pavement markings, surface milling and overlay, removal and replacement of traffic loops, installation of concrete curb, and all other items as described in the contract documents.
Prime Contractor	MAC Construction & Excavating IN
Change Order	2
Status	Pending
Date Created	03/05/2026
Type	NORMAL DIFFERENCE BETWEEN PLAN AND THE ACTUAL QUANTITIES
Summary	Final balance of quantities
Awarded Project Amount	\$434,705.56
Authorized Project Amount	\$449,009.66
Change Order Amount	\$26,365.28
Revised Project Amount	\$475,374.94

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 20-03000 - ROAD REPAIR									
0050	5	TON	\$85.000	208.000	\$17,680.00	33.440	\$2,842.40	241.440	\$20,522.40
HMA WEDGE & LEVEL, TYPE C									
Reason: Balancing Change Order									
0060	6	TON	\$336.000	77.000	\$25,872.00	36.500	\$12,264.00	113.500	\$38,136.00
HMA WIDENING, TYPE C									
Reason: Balancing Change Order									
0070	7	TON	\$567.000	10.000	\$5,670.00	4.710	\$2,670.57	14.710	\$8,340.57
HMA PATCHING, FULL DEPTH, TYPE C									
Reason: Balancing Change Order									
0080	8	EA	\$480.000	91.000	\$43,680.00	12.000	\$5,760.00	103.000	\$49,440.00
DETECTOR LOOP									
Reason: Balancing Change Order									
0090	9	EA	\$1,800.000	23.000	\$41,400.00	4.000	\$7,200.00	27.000	\$48,600.00
DETECTOR HOUSING									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Balancing Change Order

0100	10	LF	\$100.000	150.000	\$15,000.00	-35.000	-\$3,500.00	115.000	\$11,500.00
CURB, CONCRETE									

Reason: Balancing Change Order

0110	11	LF	\$150.000	15.000	\$2,250.00	6.000	\$900.00	21.000	\$3,150.00
CURB AND GUTTER, CONCRETE									

Reason: Balancing Change Order

0120	12	LF	\$75.000	75.000	\$5,625.00	17.000	\$1,275.00	92.000	\$6,900.00
CURB, REMOVAL									

Reason: Balancing Change Order

0130	13	SY	\$200.000	50.000	\$10,000.00	6.000	\$1,200.00	56.000	\$11,200.00
4 IN PCCP, ON 4 IN COMPACTED AGGREGATE, NO. 53. FOR CONCRETE ISLAND									

Reason: Balancing Change Order

0160	16	EA	\$132.800	12.000	\$1,593.60	1.000	\$132.80	13.000	\$1,726.40
PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW									

Reason: Balancing Change Order

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0170	17	EA	\$265.600	4.000	\$1,062.40	2.000	\$531.20	6.000	\$1,593.60
PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION COMBINATION ARROW									
Reason: Balancing Change Order									
0180	18	EA	\$329.340	6.000	\$1,976.04	-6.000	-\$1,976.04	0.000	\$0.00
PAVEMENT MESSAGE MARKING, THERMOPLASTIC, "ONLY"									
Reason: Balancing Change Order									
0190	19	LF	\$9.560	475.000	\$4,541.00	28.000	\$267.68	503.000	\$4,808.68
TRANVERSE MARKINGS, THERMOPLASTIC, STOP LINE, WHITE, 24 IN									
Reason: Balancing Change Order									
0200	20	LF	\$4.250	450.000	\$1,912.50	-28.000	-\$119.00	422.000	\$1,793.50
TRANVERSE MARKINGS, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12 IN									
Reason: Balancing Change Order									
0210	21	LF	\$1.270	1,450.000	\$1,841.50	-20.000	-\$25.40	1,430.000	\$1,816.10
LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN									
Reason: Balancing Change Order									
0220	22	LF	\$1.270	2,050.000	\$2,603.50	-207.000	-\$262.89	1,843.000	\$2,340.61
LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0230	23	LF	\$1.590	1,000.000	\$1,590.00	-1,000.000	-\$1,590.00	0.000	\$0.00
TEMPORARY PAVEMENT PAINT FOR STRIPING									
Reason: Balancing Change Order									
0240	24	LF	\$1.590	1,000.000	\$1,590.00	-960.000	-\$1,526.40	40.000	\$63.60
TEMPORARY PAVEMENT TAPE FOR STRIPING									
Reason: Balancing Change Order									
0250	25	LF	\$0.730	1,500.000	\$1,095.00	-1,368.000	-\$998.64	132.000	\$96.36
JOINT SEAL, UNDISTRIBUTED									
Reason: Balancing Change Order									
0270	27	SY	\$10.000	300.000	\$3,000.00	132.000	\$1,320.00	432.000	\$4,320.00
SODDING									
Reason: Balancing Change Order									
20 items			Totals		\$189,982.54		\$26,365.28		\$216,347.82

Recommended for Approval (Owner Representative):

River Ridge Development Authority

Accepted (Owner):

River Ridge Development Authority

Accepted (Contractor):

MAC Construction