

Town of Georgetown Regular Meeting
January 22, 2024
6:30 P.M.

Pledge of Allegiance

Roll Call:

Council members present: Chris Loop, Brandon Hopf, Jason Parrish, Doug Wacker, and Matt Nolan.

Also attending: Kristi Fox, Bob Woosley, Julia Keibler, Haley James, Chief Travis Speece, and Reny Keener.

Organizational Meeting

Julia Keibler called the meeting to order.

Town Council President

Brandon Hopf made a motion to nominate Chris Loop for Town Council President. Seconded by Doug Wacker and approved 5-0.

Town Council Vice President

Chris Loop made a motion to nominate Brandon Hopf for Vice President. Seconded by Jason Parrish and approved 5-0.

Town Engineer

Doug Wacker made a motion to retain Bob Woosley as Town Engineer and to allow Chris Loop to sign the contract. Seconded by Matt Nolan and approved 5-0.

Town Attorney

Brandon Hopf made a motion to retain Kristi Fox as Town Attorney and to allow Chris Loop to sign the contract. Seconded by Matt Nolan and approved 5-0.

Chief of Police

Chris Loop made a motion to reappoint Travis Speece as Chief of Georgetown Police Department. Seconded by Jason Parrish and approved 5-0.

Town Bank

Doug Wacker made a motion to retain First Savings Bank as the Town Bank. Seconded by Chris Loop and approved 5-0.

Plan Commission

Matt Nolan made a motion to appoint Ben Stocksdale as a citizen/Republican member, Doug Wacker as the Town Official/employee, and Haley James as the third Town official employee on the Plan Commission. Chris Loop, Shelly Trent, and Jeff McCaffrey are all reappointed. Seconded by Chris Loop and approved 5-0.

There is one vacant spot on the Plan Commission. This member must be a citizen/Democrat and appointed by Town Council president.

Board of Zoning Appeals

Julia Keibler appointed Mike Davenport to the BZA to replace Jason Parrish.

There is a vacant spot on this board. This member must be appointed by the Plan Commission and be a Plan Commission member.

Redevelopment Commission

Doug Wacker made a motion to reappoint Ben Stocksdale, Jason Parrish, Kim Courtney, Brandon Hopf, and Connie Baugh since all their terms have expired. Chris Loop made a motion to appoint Joanne Flick to replace Barbara Pullen. Seconded by Chris Loop and approved 5-0.

Stormwater Board

We have a vacant spot on this board and currently have no candidates. This member must be a Democrat and appointed by the Town Council President. Chris Loop made a motion to table this item until we have a potential candidate. Seconded by Matt Nolan and approved 5-0.

Safety Panel Board

Chris Loop made a motion to appoint Jason Parrish and reappoint Julia Keibler, Travis Speece, and Jamie Schillmiller. Seconded by Brandon Hopf and approved 5-0.

Ball Park Committee & WWTP Committee

Chris Loop made a motion to dissolve both boards. Seconded by Brandon Hopf and

approved 5-0.

Advisory To Floyd County Plan Commission

Julia Keibler will continue as the Advisory to the Floyd County Plan Commission.

River Hills Appointed Member

Chris Loop made a motion to reappoint Melanie Douglas. Seconded by Matt Nolan and approved 5-0.

Solid Waste Board

Chris Loop made a motion to reappoint Brandon Hopf. Seconded by Doug Wacker and approved 5-0.

Approval of Minutes

Brandon Hopf made a motion to approve the Regular Town Council Meeting Minutes from December 18, 2023. Seconded by Chris Loop and approved 5-0.

New Business

Floyd Memorial Grant

Jessica Stanton, the Executive Director of the Floyd Memorial Foundation, is in attendance tonight to present the Town with a \$30,000.00 check for the all-inclusive Ashley Mariah Park Playground.

Jason Parrish made a motion to allow Chris Loop to sign the contract with the Floyd Memorial Foundation. Seconded by Doug Wacker and approved 5-0.

Clerk-Treasurer's Report - Julia Keibler

Julia Keibler provided an update from the auditors. They had to leave the office to start on a school audit. They anticipate being finished in a few weeks.

Chief Travis Speece

Officer Terry Lawson began his basic training as of January 2, 2024, at the Indiana Law Enforcement Academy. His graduation date is scheduled for April 19, 2024. Travis Speece received eight applications, with two applicants making it to the final Board interview on January 18, 2024. One of the applicants accepted the position and will begin February 7, 2024.

Travis Speece would like to request approval from the Town Council to purchase a new police vehicle for up to \$70,000.00.

Chris Loop made a motion to approve a budget of up to \$70,000.00 for the purchase, equipment, and upfit of a new police patrol vehicle with the addition that Travis Speece is utilizing State bid pricing for said vehicle and for this to be paid from the Gaming Fund. Seconded by Brandon Hopf and approved 5-0.

Resolution R-24-01- A Resolution for Sale of Personal Property

Travis Speece would like to sell the 2014 Dodge Charger on Govdeals.com with a minimum reserve of \$4,000.00. This vehicle was used as a K9 vehicle. K9 Arco retired December 31, 2022, and this vehicle does not have a back seat.

Matt Nolan made a motion to approve Resolution R-24-01, A Resolution for Sale of Personal Property. Seconded by Jason Parrish and approved 5-0.

2023 Yearly Recap

The Georgetown Police Department had 102 criminal reports, 7 search warrants, and 58 motor vehicle accident reports.

Public Works - Reny Keener

Grants:

T-Mobile Grant for Ashley Mariah Park

The Town was not approved for the T- Mobile Grant for Ashley Mariah Park. Reny Keener has reapplied and will find out in March or April.

Indiana DNR Trails Grant

The Town was not approved for the Indiana DNR Trails Grant. If there is another round, the State will work with the Town on feedback from the first submission.

Floyd Memorial Foundation

The Town received a \$30,000.00 grant from Floyd Memorial Foundation for Ashley Mariah Park Playground.

The Indiana Health Dept Planning Grant for Community Bicycle and Pedestrian Improvements

The Indiana Health Dept Planning Grant for Community Bicycle and pedestrian Improvements would give the Town \$20,000.00 with no match required to create a bike/walking master plan.

READI 2.0

IEDC will visit the Town on February 5th & 6th for the READI 2.0 grant. The IEDC will allocate funds in April with a \$75,000.00 max amount rewarded for each region. In August or September, The Town will find out our project status on which ones are funded and for how much. There are two grants we have applied for.

Public Works

Utility Uniforms

Reny Keener would like approval from the Town Council to cancel the monthly contract with Cintas regarding Town uniforms. This contract costs us almost \$11,000.00 a year. Reny Keener would like to start purchasing clothes and having Kellums put the Town logos on them every two years with partial replacements for the year in between. This does not include boots.

Chris Loop made a motion to approve a budget of \$6,000.00 to be paid from the General fund to purchase clothes and have the Town logos put on them with the Town Manager's approval. Seconded by Jason Parrish and approved 5-0.

Septic Tank Failures:

The Town had two septic tanks fail and one currently failing. The Town received quotes to replace both tanks from Jeckers, Shantz, and Rileys. Reny Keener received emergency approval via email at the end of December for Jeckers to replace the two tanks at Canal and Blossom Lane. Jeckers completed the work on 1625 Canal Lane on January 8, 2024, and 2013 Blossom Lane on January 18, 2024.

Doug Wacker made a motion to approve the quote from Jeckers for replacing the septic tanks at 2013 Blossom Lane and 1625 Canal Lane for \$7,900.00. Seconded by Chris Loop and approved 5-0.

Floyd Farm and Feed store's septic is also failing. Three quotes were received to fix this septic tank:

Riley's - \$4,200.00

Shantz- \$5,156.00

Jeckers – did not submit.

Reny Keener sent these quotes to the Town Council last week via email and Riley's quote was approved. They are waiting on the final locates to finish this project.

Chris Loop made a motion to approve the quote of \$4,200.00 from Riley's Excavating for the emergency septic installation at Floyd Farm & Feed. Seconded by Brandon Hopf and approved 5-0.

Wastewater and Pumper Expo

Reny Keener, Jamie Schillmiller, and Bob Woosley will go to this event to learn about new updated technologies, equipment, pumper trucks, chemicals, etc. This event will be on Friday, January 26, 2024.

Gov Deals

Since October 2023, The Town has sold \$20,698.10 through Gov Deals. We still have some items for sale on this website.

Town Attorney

Nothing to Report.

Town Engineer

Community Crossings Matching Grant (CCMG)

We are still waiting for the paving to be completed on Lois Lane to close out this grant. We are waiting on relocation of utility poles by Duke Energy. The contractor will return in the spring to complete.

WWTP- B Side Air Leak

This project will fix air leaks and replace two plug valves with gate valves. Bob Woosley expects this work to be completed by the end of February.

Dual FM Modifications - Legacy Springs

After recent cleaning, flushing, and televising the line along Old Salem, and opening both FMS, this station appears to be operating well. We have not had any issues since work was completed on January 9, 2024. Bob Woosley plans to replace the existing check valves and install a couple of additional check valves with more efficient valves that are easier to operate. The Town is making a direct purchase of four check valves, we will request quotes from contractors to install them. Bob Woosley also plans to install ARV's on the discharge lines from each pump. ARV's will be located in the valve vault. Quotes will be requested

from contractors for this installment.

East Knable Road Lift Station

All work on this project has been completed by Dirt Works. People have started moving into the new Grove apartments.

Brookstone Lift Station No.2

One of the pumps at this lift station completely failed on January 9, 2024. Bob Woosley got approval from the Town Council via email to proceed immediately with the purchase of a new pump at a cost of \$5,320.00 from TNT Technologies. Rebuilding the pump would have cost approximately \$4,000.00. Bob Woosley would like to ask the Town Council to ratify the approval given on January 9, 2024, via email to purchase the new pump from TNT Technologies for a cost of \$5,320.00.

Matt Nolan made a motion to approve the purchase of a new pump from TNT Technologies for \$5,320.00 for Brookstone Lift Station No.2 and to be paid from the Wastewater Capital Improvement Fund. Seconded by Chris Loop and approved 5-0.

MapleWood Business Park Lift Station

IDEM have approved the replacement plans for this station and construction can officially begin. Bob Woosley will send out notices in the newspaper for the bid opening. Bob Woosley plans to open these bids at the February meeting. The Fire Department and MRO Properties have agreed to sign the easements the Town needed.

Plan Commission

Nothing to Report.

Redevelopment Commission

Nothing to Report.

Agenda Items / New Business

iPad for Town Council

Reny Keener has submitted a cost estimate for 10, iPad, keyboard, and folio case. These iPads will be used for all monthly Town Council meetings.

Brandon Hopf made a motion to approve purchasing nine 64 GB Apple iPads and nine keyboard/folio cases from SHI for a total of \$4,622.67 and for this to be paid from General

Fund. Seconded by Jason Parrish and approved 5-0.

Employee Handbook – Ordinance G-24-01- An Ordinance Repealing the Old Personnel Manual and Establishing a New Personnel Manual

First reading:

Brandon Hopf made a motion to approve Ordinance G-24-01, An Ordinance Repealing the Old Personnel Manual and Establishing a New Personnel Manual. Seconded by Doug Wacker and approved 5-0.

Second Reading:

Chris Loop made a motion to approve Ordinance G-24-01, An Ordinance Repealing the Old Personnel Manual and Establishing a New Personnel Manual. Seconded by Jason Parrish and approved 5-0.

Kristi Fox recommends Julia Keibler look at pricing for a new updated Code of Ordinances from American Legal.

Bob Woosley- Replacement Check Valves at Legacy Springs/Corydon Ridge

This item was discussed earlier in the meeting during Bob Woosley's report.

Chris Loop made a motion to approve purchasing four check valves from Waller's, INC. for a total of \$8,203.80 and to be paid from Wastewater Capital Improvement Fund. Seconded by Matt Nolan and approved 5-0.

Updating Town Plans

The Downtown Redevelopment Plan was updated in 2017, our Parks Master Plan was updated in 2018, and the Comprehensive Plan was drafted in 2020 but never finished. Reny Keener would like approval to update these plans. Some grants require these plans to be updated every five years. Reny Keener would like to hold public information sessions during this year (2024) and have the plans completed in 2025. OCRA has funding to complete the Comp Plan and Downtown Revitalization Plan with a 10% match needed from the Town. Purdue offers "Enhancing the Value of Public Spaces: Creating Healthy Communities" in which they can facilitate community meetings, dive into the data, and give us a report at the end. The total cost for Purdue and the Purdue extension Floyd County to help is \$4,900.00.

Chris Loop made a motion to approve hiring Purdue and the Purdue Extension Floyd County for \$4,900.00 and to be paid from the General fund. Seconded by Doug Wacker and approved 5-0.

Utilities Garage Addition- 30x30

Reny Keener would like to expand the Town's utility shop building. This expansion will help declutter other areas of the building and allow us to store the new pumper truck we will be purchasing next year. Three bids were submitted for this project. Bob Woosley suggests tabling this item until February's meeting to allow Reny Keener to get references and more information about the bids. These bids are good for 60 days.

Speece Construction – They submitted two quotes. \$48,400.00 & \$96,568.00.

Riley's Excavating - \$63,500.00

McCray Enterprises - \$84,182.00

Reny Keener will come back to the Council after reviewing the information.

Town Intern

The State of Indiana has a program called "Earn and Work" that will pay (reimburse) half the wages for a college or high school student to do an internship with nonprofits/municipal organizations. Reny Keener would like approval to start looking for a Town intern to help with social media content, Town events, and event management. The Town intern would average 15-20 hours a week. The Town will need to submit a W-9 and proof of the Town's bank account. Reny Keener will handle all paperwork. We will pay her upfront and the State will reimburse us half. The Town intern will report to Reny Keener. The pay rate is \$16.00 per hour and Reny Keener will take care of all paperwork. The reimbursement will take place in the fall.

Doug Wacker made a motion to approve allowing Reny Keener to hire a Town intern through the Earn and Work program with an upfront cost of a maximum \$12,480.00 with half to be reimbursed for 2024 and to be paid from Public Works Fund. Seconded by Chris Loop and approved 5-0.

Broom Attachment

Reny Keener asked for the purchase of a broom attachment at the budget meeting. This attachment would be added to the skid steer to clean the roads. This is very useful after large rain events because gravel driveways wash out onto the streets. Reny Keener asked for quotes from Boyd Cat, Ohio Cat, and McCallister's. We received two quotes.

New Broom BP115

Boyd Cat- Jeffersonville - \$7,875.00

McCallister's Cat- \$8,692.50

Brandon Hopf made a motion to approve the purchase of a new broom attachment from

Boyd Cat for \$7,875.00 and for this to be paid from Local Road and Streets fund. Seconded by Chris Loop and approved 5-0.

CyberDome USA

CyberDome is in attendance tonight to provide the Town Council with an update on migrating email systems. They are working on transferring everyone's email over. Everyone is moving over to Microsoft 365. Tomorrow they will be meeting to get everyone's passwords. CyberDome will be walking everyone through how to access what is needed.

Claims Docket

Matt Nolan made a motion to approve the claims docket. Seconded by Chris Loop and approved 5-0.

Miscellaneous Business

4710 Corydon Pike – Sewer Issue

This property was never connected to any sewer. They need to connect into our sewer system but would like to know if there are any options to work with them on the tap in fees. There are not any pay options available. The tap fees just need to be paid.

Right now, the Floyd County Health Department is requiring them to pump and pay to empty their tank or tap into our sewer line.

Chris Loop made a motion to allow Kristi Fox and Bob Woosley to work together with the Floyd County Health Department and send a letter giving them a 90 days' notice letter to connect. Seconded by Brandon Hopf and approved 5-0.

Council Members AIM Training - Travel Reimbursement

Brandon Hopf and Doug Wacker have submitted mileage reimbursement forms from their AIM Newly Elected Officials training event in Indianapolis.

Jason Parrish made a motion to approve reimbursing Brandon Hopf \$221.20 and Doug Wacker \$213.74. Seconded by Chris Loop and approved 5-0.

John Beams- Destination Georgetown Funding Request


Last year the Town funded Destination Georgetown \$25,000.00 in two increments. One in February and one in August contingent upon Destination Georgetown providing the Town with a copy of their financial report.

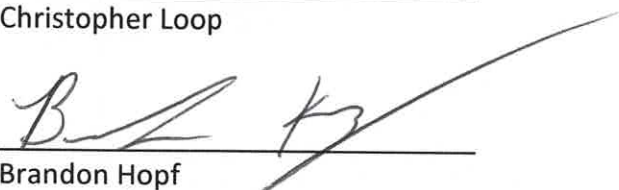
Chris Loop made a motion to approve continuing to fund Destination Georgetown with \$25,000.00 in two increments, one in February and one in August contingent upon financial reports received and for this to be paid from Gaming. Seconded by Jason Parrish and approved 5-0.

Adjournment


Jason Parrish made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 5-0.

Minutes approved by:



Christopher Loop

Brandon Hopf

Jason Parrish

Doug Wacker

Matt Nolan

Attest:



Julia Keibler, Clerk Treasurer

CONTRACT FOR ATTORNEY SERVICES

This Contract for Attorney Services (hereinafter this "Contract"), is made and executed this 22 day of January 2024, with an effective date of January 1, 2024, by and between the following:

The Town Council of the Town of Georgetown, Indiana (the "Board"),
with an address of: 9111 State Rd. 64, PO Box 127, Georgetown, IN
47122,

and

Kristi L. Fox (the "Attorney"), of the firm of Fox Law Offices, LLC
with an address of 409 Bank Street, New Albany, IN 47150.

RECITALS:

WHEREAS, the Board is in need of professional attorney services in areas dealing the Board's legal work, Town legal work, the Town Marshall's legal work, and oversight and handling of Town litigation files, plus other legal services as may subsequently be identified from time-to-time, and the said Board has agreed to this form of contract for the time periods discussed below, ending on December 31, 2024, and

WHEREAS, the Attorney has significant professional experience in dealing with governmental legal matters, and further has knowledge of local Town agencies and of the Board's responsibilities in relation to the Town; and

WHEREAS, it is necessary to the public interest that the Board retain an attorney with experience and expertise for the matters described above, and to that end the Board hereby authorizes this Contract on terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE BOARD AND THE ATTORNEY AGREE AS FOLLOWS:

1. The Attorney shall perform legal services as the "Town of Georgetown, Indiana Attorney" within the context and scope of this Contract as assigned by and/or through the Board for purposes of the matters described above and hereinafter. All recitals above are made a term of this Contract. The Attorney shall perform such work as is assigned by the Board within the context of the projects described above, the scope of which is defined by the Board.
2. The Board and Attorney shall jointly approve and endorse this Contract.
3. The parties agree that the term of this Contract shall run from the effective date of January 1, 2024, through and including December 31, 2024, unless

payments the Attorney shall be responsible for the following expenses incurred in the provision of services at no additional cost to the Board:

- (a) Provision of the Attorney's office space and rent;
 - (b) Provision of the Attorney's secretary and support staff;
 - (c) Provision of paper (letter and legal), except Board or Town stationery and envelopes;
 - (d) Provision and payment for computer, word processor, and printing supplies and other equipment, except for large printing projects which may be delegated to commercial printers;
 - (e) Provision of copy machines, supplies, or expense; and,
 - (f) Provision of telephone, email and facsimile ("fax") capability.
8. The parties agree that this Contract shall not prevent Attorney from operating an independent law practice in New Albany, Indiana, or at any other location as the Attorney may choose. The parties further agree that the terms of this Contract apply to, and describe a part-time legal consulting independent contractor position agreed by the Board and the Attorney. The Board acknowledges that the Attorney's private practice may include representation of banking and business clients that of necessity must transact business with the Town.
9. The Board acknowledges that the Attorney's private practice includes representation of other governmental agencies. Kristi L. Fox also represents Floyd County Plan Commission, Floyd County Board of Zoning Appeals, Floyd County Commissioners, and Floyd County Health Department. Richard R. Fox, a partner in the firm, represents the Floyd County Commissioners, Floyd County Health Department, Floyd County Solid Waste Board, and Floyd County Stormwater Board. In addition, the Board further acknowledges, agrees and consents that the representation of such clients by the Attorney or her firm shall not constitute a disqualifying "conflict of interest" such as to preclude Attorney's representation of the Board or the Town pursuant to this Contract, or such as to prevent Attorney from accepting cases of this type in her private practice in the future, provided Attorney minimally performs as follows:
- (a) Attorney shall disclose to the Board any representation that Attorney or her firm has provided to any person or entity transacting business with, seeking relief from, or otherwise appearing before the Board.
 - (b) Following such disclosure and consultation, the Attorney and the Board shall determine on a case-by-case basis whether the Board and/or the Town should retain counsel other than the Attorney in any particular matter on account of any prior or current representation disclosed by the Attorney as required by the Indiana Rules of Professional Conduct.
10. The Board and Attorney expressly agree that, should Attorney be named as a defendant or respondent in any litigation or administrative matter pertaining to

her services under this Contract, the Board shall provide the legal defense, at the trial and appellate level, and pay all attorney fees, costs, judgments and orders, if any, that may become due as a result of Attorney being so named in any litigation or administrative matter for any reason, valid or not, as a result of her being a party to this Contract. The Board further agrees to indemnify and hold Attorney harmless from any claim, expense, cost, attorney fee expense, liability judgment, or order of payment arising from his service under this Contract. This obligation of the Board shall continue beyond the term of this Contract and shall be binding upon the Board and their successors and assigns.

11. The Board recognizes that Attorney's primary occupation is as a practicing Indiana and Kentucky attorney. By signature hereon, the Board expressly waives any right to claim a disqualifying "conflict of interest" against Attorney should Attorney, at some future time after her contractual relationship with Board ends, appear before the Board representing any client whose interest may be adverse to either entity, respectively, at the time. This waiver of such claim for future attorney work shall exist comprehensively and completely, except as to those matters that are legitimately confidences and secrets shared with an/or obtained by Attorney during her representation of the Board under this Contract, as the same may be extended.
12. The parties acknowledge that the Board consists of five (5) members, and that the Attorney may only be directed to take official action on behalf of the Board or the Town on authorization by the majority of the entire membership of the Board. Each member of the Board shall be entitled to individually consult with the Attorney at the member's sole discretion regarding Town business, but no single member or officer of the Board shall direct the Attorney to take any official action on behalf of the Board as a whole or the Town until such action is authorized by the majority of the Board's members. Accordingly, the parties agree that the Attorney shall perform the Basic Services as set forth herein without further authorization by any Board member, but otherwise only as directed by the affirmative majority vote of the entire membership of the Board. It is also agreed that Attorney shall, in between meetings, follow routine administrative and legal directives from the President of the Board, or from any three (3) members affirmatively directing Attorney to perform a task. The Attorney is not required to act on any matter of significant policy or substance, or issue correspondence to external persons or entities in between meetings except upon the affirmative direction of three (3) members of the Board giving such direction. All parties agree that Attorney should arrange her schedule to be present at all regular, special, and executive Board meetings to the fullest extent reasonably practicable as a part of her Basic Services under this Contract. Board agrees to keep Attorney apprised of matters and work with Attorney to set meetings to ensure Attorneys schedule is factored into any decision to have a meeting. Should Attorney be unable to attend a meeting she shall request, and make reasonable


efforts to supply a backup for the meeting. It is expected that Richard R. Fox, with Fox Law Offices, LLC, shall serve as the backup should one be necessary and requested by the Board.

13. This Contract may be terminated in whole or in part by either party, with or without cause, upon thirty (30) days written notice to the other party at the address stated above, or at such other address as either party may subsequently direct in writing to the other party.


WHEREFORE, THIS CONTRACT IS MADE AND EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE BY EACH OF THE UNDERSIGNED AS THE DULY AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

For the "Board":

**BOARD OF THE TOWN COUNCIL OF
GEORGETOWN, INDIANA**

By: 

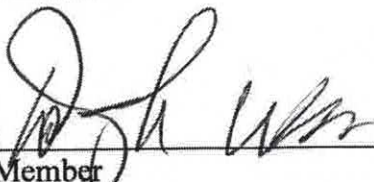
President

By: 

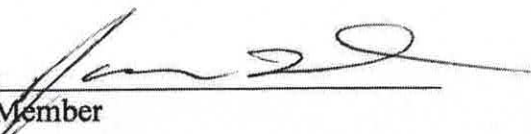
Vice President

By: 

Member

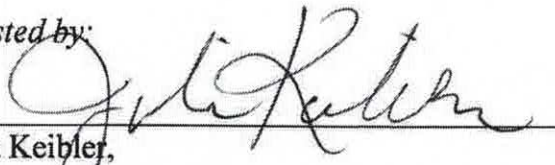
By: 

Member

By: 


Member

Attested by:



Julia Keibler,
Clerk Treasurer for Georgetown, Indiana

For the "Attorney":

By: 

Kristi L. Fox

HERITAGE ENGINEERING, LLC

November 23, 2023

Mr. Chris Loop
Town Council President
Town of Georgetown
9111 State Road 64
Georgetown, IN 47122

**Re: Town Engineer Services
Heritage Engineering Proposal No. 23-92**

Dear Mr. Loop:

Heritage Engineering is pleased to submit this proposal for renewal of our engineering and professional services contract to serve as your Town Engineer. Services shall include but not be limited to the following:

- Development plan review
- MS4 assistance and plan review
- Serving in an advisory role on any Boards or Commissions desired by the Council
- Provide support to Town personnel
- Attendance and participation in public meetings/hearings/etc.
- Provide miscellaneous design services
- Assistance in public bidding of projects
- Provide miscellaneous assistance as requested


Bob Woosley shall continue to serve as Town Engineer. Bob has served in this role since 2005. He will be supported by other members of the Heritage team as needed.

Fees shall be billed on our current hourly rates. Direct expenses (e.g. postage) will be billed as a direct cost with no mark ups.

We appreciate the trust you have placed in us to provide the services of Town Engineer and look forward to working with you and the Town personnel.

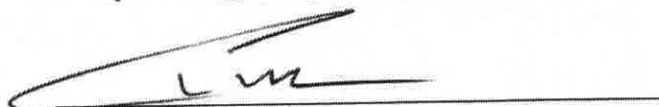
Your signature below shall indicate acceptance of this contract.

Sincerely,



Robert L. Woosley Jr., P.E.
President

Accepted this 22nd day of January, 2024.



Town Council President

603 N. Shore Drive, Unit 204
Jeffersonville, IN 47130
Phone: 812.280.8201
Fax: 812.280.8281

HERITAGE ENGINEERING, LLC

Consultant Services Agreement

Georgetown Town Engineer Services

This is an agreement made as of this 22nd day of JANUARY 2024, between Heritage Engineering, LLC (Consultant) and the Town of Georgetown (Client).

Client hereby retains Consultant to perform services in connection with the Work as described in Heritage Engineering Proposal 23-92. Consultant agrees to perform the services in consideration of the compensation described in Heritage Engineering Proposal 23-92 and in accordance with the terms described in Attachment A.

This Agreement consists of this document together with Heritage Engineering Proposal 23-92 and Attachment A – Terms and Conditions. This agreement supercedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledges their authority to bind the parties to all terms and conditions.

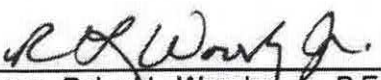
In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.


Consultant

Heritage Engineering, LLC
603 N. Shore Drive, Unit 204
Jeffersonville, IN 47130

Client

Town of Georgetown
9111 State Road 64
Georgetown, IN 47122

By 
Name: Robert L. Woosley, Jr., P.E.
Title: President

By 
Name: Chris Loop
Title: Town Council President

**Consultant Services Agreement
Attachment A
Terms & Conditions**

Services Consultant will perform professional services for the Project as set forth in the Consultant Service Agreement and in accordance with these Terms & Conditions.

Authorized Representatives The officer assigned to the Project by the Client is the only authorized representative to make decisions or commitments on behalf of Client. The Consultant shall designate a representative with similar authority.

Project Requirements Client shall confirm the objectives, requirements, constraints, and criteria for the Project based on Client input. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the Scope of Services. The services of each task shall be considered complete when deliverables for the task have been presented to the Client.

Compensation In consideration of the services performed by Consultant, Client shall pay Consultant in the manner set forth in the Services Agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project.

Payment Definitions The following definitions shall apply to methods of payment:

- Salary cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- Cost plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- Lump sum is defined as a fixed price amount for the scope of services described.
- Subcontracted services are defined as Project related services provided by other parties to Consultant.
- Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit statements for services performed and Client shall pay the full invoice amount within thirty (30) days.

Additional Services The Consultant and Client acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that could not be foreseen. In that event, Consultant shall notify the Client of the need for additional services and Client shall pay for such additional services in the amount and manner as Client and Consultant may subsequently agree.

Independent Consultant Consultant shall serve as an independent consultant for services provided under this agreement. Consultant shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Consultant.

Standard of Care Services provided by Consultant will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed.

Permits and Approvals Consultant will assist Client in preparing applications and supporting documents to secure permits and approvals from agencies having jurisdiction over the Project. Consultant understands all application and review fees will be paid by the Client.

Insurance Consultant will maintain the following insurance and coverage limits during the period of service. The Client will be named as additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Worker's Compensation</u>	As required by applicable state statute
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$1,000,000 aggregate, \$5,000,000 aircraft.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate

Professional Liability Client agrees that Consultant's liability to client or any third party due to any negligent professional acts, errors, or omissions, be limited to an aggregate of \$50,000, or the amount of the total fee, whichever is greater.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Indemnification Consultant shall indemnify Client from any reasonable damages caused solely by the negligent act, error, or omission of Consultant in the performance of services under the Project. If such damage results in part by the negligence of others, Consultant shall be liable to the extent of their negligence.

Ownership of Documents Upon Owner's payment in full for all work performed under the Contract Documents, Consultant shall grant Owner a limited license to use the work product conditioned on Owner's express understanding that its use of the work product is at Owner's sole risk and without liability or legal exposure to Consultant or anyone working by or through the Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on experience and historical information that represent the judgment of a qualified professional.

Shop Drawing Review If included in the scope of service, Consultant shall review shop-drawing submittals from the contractor for their conformance with the design intent of and performance criteria specified for the Project.

Construction Review If included in the scope of service, Consultant shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Consultant responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work Consultant may only recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety Consultant shall be responsible for the safety precautions or programs of its employees.

Information from Other Parties Consultant and Client acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project.

Construction Record Drawings If included in the scope of service, Consultant will deliver construction record drawings to Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Client will not warrant their accuracy.

Defects in Service Client shall promptly notify Consultant of any defect or suspected defect in the services performed. Consultant will take timely action to minimize the consequences of any confirmed defect. Consultant shall correct defects at their cost.

Dispute Resolution Consultant and Client agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services unless the Client issues a written notice to suspend or terminate work.

Suspension of Work Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and Client shall pay Consultant all outstanding invoices within fourteen (14) days of receiving payment from the Client. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination Consultant or Client may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and Client shall pay Consultant all outstanding invoices within thirty (30) days of receiving the Consultant invoice. Client may withhold an amount for services that may be in dispute provided that Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

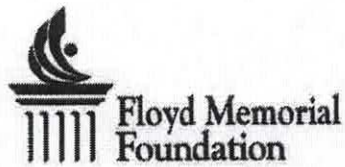
Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Waiver of Rights The failure of either party to enforce the provisions of these terms and conditions shall not constitute a waiver of such provisions nor diminish the right of either party to the remedies of such provisions.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, Consultant and Client will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between Consultant and Client shall survive the completion or termination of services for the Project.



GRANT AGREEMENT

This GRANT AGREEMENT (this "Agreement") is made this 2nd day of January 2024, by and between the Floyd Memorial Foundation, an Indiana nonprofit corporation ("FMF"), and the Town of Georgetown, an Indiana nonprofit corporation ("Grantee") (each individually being a "Party" and collectively being the "Parties").

RECITALS

WHEREAS, FMF has approved a grant in the amount of \$30,000.00 (the "Grant Funds") to the Town of Georgetown;

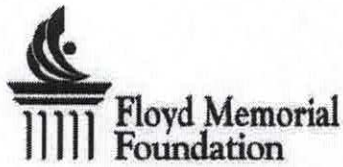
WHEREAS, the purpose of the grant is to provide funds to support an all-inclusive playground in Georgetown.

NOW, THEREFORE, in consideration of the above recitals and the conditions, covenants, and representations stated in this Agreement, the Parties agree as follows.

AGREEMENT

- 1 **Payment of the Grant Funds.** Payment of the grant will be made following FMF's receipt of a signed copy of this Agreement by an authorized officer, as well as the provision of proof that Grantee has sufficient funds from other sources to ensure completion of the Project (as hereinafter defined). The Grant Funds will be paid in installments upon receipt by FMF of proof of funds spent towards the completion of the Project. Payment of subsequent installments will be contingent upon FMF's sole satisfaction that: (i) the objectives of the grant are being fulfilled, and (ii) Grantee is in compliance with the terms of this Agreement. The completion date for the activities funded by the grant is 12/31/2024("End Date").
- 2 **Use of the Grant Funds.** The Grant Funds may only be used in support of the activities as follows:
 - Buy and build an all-inclusive playground in Georgetown. (the "Project").

Grantee will use the Grant Funds only for the Project. Grant Funds will be expended by Grantee solely for Grantee's charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Code. Grantee will not use the Grant Funds: (i) to intervene in any election, (ii) to support or oppose any political party or candidate for public office, (iii) to lobby or influence legislation, (iv) for voter registration

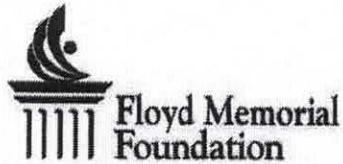


activities, or (iv) for any other purpose not expressly contemplated in this Agreement. Any expenditures outside of the Project shall require Grantors prior written approval before expenditure.

- 3 Return of the Grant Funds. Any Grant Funds not spent or committed for the purposes of the Project by 12/31/2024 or spent in violation of the terms of this Agreement must be promptly returned to FMF. Grantee's final written report to FMF must identify any Grant Funds not spent or committed for the purposes of the Project by 12/31/2024. Grantee will promptly notify FMF in the event any Grant Funds are spent in violation of the terms of this Agreement.

If all or any part of the grant is not being used in furtherance of the purposes of the Project, FMF may take all reasonable and appropriate steps to recover the Grant Funds and ensure redirection of the diverted funds to the approved purposes of the grant as outlined by this Agreement. If, in its sole determination, Grant Funds are found to be improperly used, FMF reserves the right to take legal action, where appropriate, to recover funds, including a request for reimbursement of attorney fees and expenses. Grantee shall promptly return the Grant Funds to FMF if Grantee breaches any provision of this Agreement or makes any false representation to FMF regarding the Project or the use of the Grant Funds. Improper use of the Grant Funds may limit Grantee's eligibility for future support.

- 4 Reports and Records. Grantee will provide FMF with a final report within 30 days of 12/31/2024. Grantee will use report formats provided by FMF, which may be modified from time to time. The financial information provided as part of any report to FMF will be attested by Grantee's responsible financial officer. Vouchers consisting of bills, invoices, cancelled checks, receipts, etc., which document the disbursement of funds for this grant, shall be retained by Grantee for at least two (2) years after final disbursement of the grant and may be examined by FMF representatives on reasonable notice during regular business hours. Copies of the expenditures for this grant should be submitted with the required reports noted above. Grantee's books and records concerning the grant will be made available for inspection by FMF or its agents at reasonable times. Grantee will keep Grantee's books and records with respect to the grant, along with copies of any reports submitted to FMF, for at least four (4) years following the year in which all Grant funds are fully expended.
- 5 Grantee Representations and Covenants. The Grantee represents and covenants that:
 - a) It is a validly formed entity that is authorized to conduct business in the State of Indiana.



b) It is a nonprofit organization that holds a current tax-exemption and is considered a charitable origination under Section 501(c)(3) of the Internal Revenue Code.

c) It has taken proper action to authorize the execution of this Agreement.

d) All information provided in the grant application as well as any other documents and information provided to FMF is complete, true, and correct.

g) It is in compliance and will remain in compliance with any and all other funding sources it has received or is committed to receive in connection with financing the Project.

h) It is in compliance with all applicable laws, regulations, statutes, and other legal requirements of any governmental, municipal, statutory, or regulatory authority.

i) It has not received any notice or communication from any governmental authority regarding any actual, alleged, or potential violation of or failure to comply with any applicable laws, regulations, statutes, and other legal requirements.

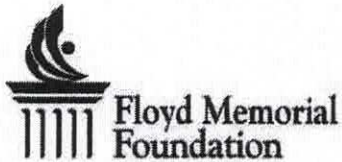
j) It will not use the Grant Funds for any other purpose except for the Project.

k) It does not discriminate against any individual or entity on the basis of any protected characteristic.

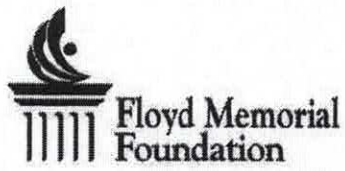
- 6 FMF Publicity. Without further notice, FMF may include information regarding the grant, the amount, and purpose of the grant, Grantee's name, any photographs, logo or trademark of Grantee, and other published/printed information or materials provided by Grantee, in FMF's periodic public reports, newsletters, news releases or any other publication produced or published by any means. Use of Grantee logos and trademarks (excepting Grantee's name) requires prior approval, which will not be unreasonably withheld, conditioned, or delayed and which will be granted without further consideration.

Grantee is encouraged to make public announcements of Grantee's own, especially when such notices might stimulate additional support or help to spread the word and encourage participation in Grantee's work. When doing so, Grantee shall make specific reference to FMF as issuer of the grant and shall send copies of the announcement and other published references to info@floydfoundation.org.

Grantee shall include FMF logos on all promotional materials related to this Project.

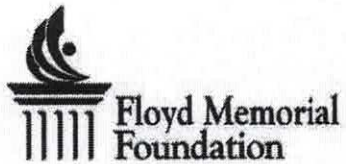


- 7 Grant Acknowledgement. Any acknowledgement of FMF's grant must follow FMF's acknowledgement policies, which may be modified from time to time. No plaques, or other forms of recognition, will be installed by Grantee in, on, or about the buildings, publications, websites, etc. unless prior written consent has been obtained or unless requested by FMF. FMF consent may include provisions related to the type and location of the recognition, the length of time of the consent, and the right to have the consent withdrawn and the recognition forms removed.
- 8 Indemnification. Grantee will, at all times, indemnify and hold FMF, its directors, trustees, officers, employees, volunteers, consultants, attorneys, and agents harmless from any and all assessments, losses, liabilities, injuries, judgments, damages, fines, costs, and expenses (including the reasonable fees and expenses of FMF's legal counsel in connection therewith) of any kind or nature arising from or in connection with any actions, claims, demands, or suits resulting from or related to: (i) Grantee's breach of this Agreement, (ii) Grantee's use or application of the Grant Funds, (iii) the construction of the Project, (iv) Grantee's violation of the law, (v) Grantee's negligence or willful misconduct, or (vi) Grantee's infringement, misappropriation or violation of any third party's intellectual property rights or privacy rights. The indemnification provided in this Section will not be deemed to be the exclusive remedy for breach of this Agreement but will be in addition to all other remedies available at law or equity to FMF.
- 9 Withdrawal of Grant. After entering into this Agreement, it is possible that circumstances will arise where FMF determines, in its sole discretion, that the grant should be withdrawn and that certain funds be recaptured. If that should happen with respect to this grant, FMF acknowledges that Grantee, nevertheless, would then be entitled to retain funds for eligible expenses (except as provided in Section 3) connected with the grant and previously disbursed to Grantee, or for which Grantee submitted a disbursement request to FMF, before notification of FMF's decision. Accordingly, FMF may at any time, with or without cause, cancel the remaining balance of this grant by notice to Grantee. Recaptured funds must be received by FMF within 90 days of the withdrawal of the grant. FMF shall have no further obligation to Grantee or to Grantee's officers, agents, or representatives.
- 10 No Agency. Nothing contained in this Agreement will create or be deemed to create a partnership, joint venture, agency, or any relationship other than independent contractors between Grantee and FMF. FMF will neither have nor exercise any control over the means or method by which Grantee accomplishes the purposes of the grant or carries out Grantee's duties under this Agreement. Nothing contained herein, including the required reporting and review procedures, will be construed as a warranty, representation, or approval by FMF concerning any services rendered by or goods sold or provided by Grantee.




- 11 Governing Law and Jurisdiction. This Agreement and will be governed by and construed in accordance under the laws of the State of Indiana, without application of Indiana conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of Indiana in Floyd County, Indiana or, if it has or can acquire jurisdiction, in the United States District Court of the Southern District of Indiana, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.
- 12 Miscellaneous. Grantee's signature of this Agreement means Grantee has accepted its terms and conditions. Nothing contained in this Agreement will obligate FMF to renew any grant or provide additional grants to Grantee. FMF may, with or without cause, terminate this Agreement at any time; provided that Grantee remains subject to the terms of this Agreement following such termination. No inferences will be drawn against a party solely on the basis of authorship of this Agreement. The waiver by any party hereto of any breach of any term, condition, or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition, or provision. This Agreement may not be assigned by Grantee, whether by operation of law or otherwise, without the written consent of FMF. Nothing expressed or implied herein is intended or will be construed to confer upon or give any person, firm, or corporation, other than the parties hereto, any right or remedy hereunder or by reason hereof. This Agreement and the attached Exhibits, and any amendments thereto, constitute the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof.

[Signature Page Follows]

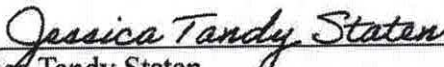


This Agreement is dated as of the date first written above.

By: 

Name: CHRIS LOOP

Title: GEORGETOWN TOWN COUNCIL PRESIDENT

By: 

Jessica Tandy Staten

Executive Director, Floyd Memorial Foundation

Signature Page to Grant Agreement