

**Town of Georgetown
Regular Meeting
March 18, 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, Julia Keibler, Haley James, and Chief Travis Speece. Absent: Bob Woosley.

Approval of Minutes

Brandon Hopf made a motion to approve the Regular Town Council Meeting Minutes on February 20, 2024. Seconded by Doug Wacker and approved 5-0.

Recognition of Georgetown Elementary Basketball Teams

We want to recognize both the Boys and Girls Teams. They both did exceptionally well during their season. The Boys came in first place during their season and the Girls came in second place. The Town of Georgetown recognized each of the players and passed out Certificates of Excellence.

Clerk Treasurers Report

We received a notice from Edwardsville Water, and they are looking to increase their fees by 17%.

Should Haley James be paid for her appointed position to the Floyd County Plan Commission? The Town Council will look at the rules to see if it is allowed.

An email was sent out about the total loss for the police vehicle that was damaged. The vehicle has been deemed a total loss. We would like to get some of the equipment out of the vehicle. If they keep the vehicle, they will give us \$26,262.08. If we retain it they will give us \$21,844.16.

Chris Loop made a motion to accept \$26,262.08 for the 2020 Ford Explorer contingent upon us being able to retrieve the emergency equipment and upfitting. If they will not give us the equipment, then we will accept the \$21,844.16. Seconded by Jason Parrish and approved 5-0.

Town Hall has been having phone system problems. When Frontier was out the last time, they said again that we need to replace or update our Mitel phone system. Joanne Flick spoke with Spectrum, and they put together some numbers to integrate phones and internet. We will need to find out if we are in contract with Frontier and if the rates are locked in.

Brandon Hopf made a motion to approve the Spectrum agreement pending a contract review from Kristi Fox. Seconded by Doug Wacker and approved 5-0.

Sergeant Travis Speece

Officer Vogt will go to training on April 29, 2024. Graduation is tentatively August 16, 2024. Officer Lawson's graduation from basic training is April 19, 2024. If anyone is interested in going just let him know.

The 2014 Dodge Charge has been sold on Govdeals. It sold for \$4,701 and has been picked up.

The executive assistant position is recommended to be filled by Megan Leftwitch.

Matt Nolan made a motion to approve Megan Leftwitch. Seconded by Chris Loop and approved 5-0.

Public Works

Grants

READI 2

On April 11 the IEDC will announce how much money each region will receive. Our region request is \$75,000.00. In addition the Lilly Foundation is adding in another \$250,000,000.00 towards projects. In May the RDA will issue RFT's to the communities and will then work with the IEDC to figure out how much should be spent on each project. In August the ranked project list will be distributed. This Friday they will be meeting with all Floyd County projects. They will meet us at 2:30 at the park. Anyone available to attend is welcome.

1741 Kepley Road

There was a septic failure at 1741 Kepley Road. There were two emergency quotes sent by email in which Jecker's was the quote that we proceeded with. Due to the rainy weather work just started this week.

Chris Loop made a motion to approve the Jecker's quote for the septic failure at 1741 Kepley Road. Seconded by Doug Wacker and approved 5-0.

Septic Districts

The town has been divided up into three pumping districts and we are tracking everything that is being pumped both by Ziptility and by a pumping log. This will be submitted monthly to the Clerk's Office. Inside the districts, each one will be pumped each year beginning this year with district one. There will also be a photo of the pump outside of the house, date and time stamped.

Two to three homes can be pumped out before needing to go to the plant to be discharged. Up to eight homes can be pumped per day. There are door hangers that say you have been pumped but will try to work with the actual homeowner.

They expect to start full time in April.

Large Chemical Tote Spill Containment Pallet

IDEM went to the Floyd County Garage and pointed out issues that they had. They pointed out that our chemical tote used for sewer is sitting directly on the ground and not on a spill containment. We did not get flagged, but the highway department did. Since it is ours, they reached out. Reny Keener recommends that we buy three total and hit the east, west, and Floyd County garage.

Chris Loop made a motion to approve up to \$2,000.00 to purchase one large chemical containment pallet from Global to be paid out of Wastewater Capitol Improvement Fund. Seconded by Brandon Hopf and approved 5-0.

Park Electric Issue

Somebody at the park yanked on the electric wires at the shelter house and caused an issue. We decided to get a quote from Heirloom Electric for \$1,440.31. There was conduit behind plastic that was pulled.

Lawnmowers

We have been looking at a large Caesar's grant for lawnmowers. Scottsburg Ace Hardware quoted us for two 60" X-One lawnmowers for \$9,400.00 total. All the other quotes for the same exact brand and size are well over \$10,000.00 and used Hustlers are selling for over \$7,000.00 for one mower. Maybe we can buy several and sell them for a profit. They will not do a trade in. We do not necessarily need them they are just a good deal.

The Town Council decided to table this item.

SSI Contract

The SSI contract was approved at the last meeting and just needs to be signed by Chris Loop.

Park Electric Issue

The light is going to be replaced. It is not damaged, but it is not LED and all of the rest of the park has LED lighting. Jason Parrish would like to see the damage, what was there before and what they will be installing to prevent it from happening again. The quote seems vague. Jason Parrish will meet Reny Keener to look at it tomorrow.

The Town Council decided to table this item.

Floyd County Land Donation Letter

Don Lopp is requesting that we send in a letter that this parcel of land be donated to the Town from the County. This will be the last parcel of land that is needed for the park property. It is between Georgetown Lanesville Road and the current property that is owned by Mr. Bazonski. Reny Keener is working with Don Lopp on an interlocal agreement.

Doug Wacker made a motion to allow Chris Loop to sign the letter to the Floyd County Commissioners requesting this parcel of land. Seconded by Brandon Hopf and approved 5-0.

Amendments to Employee Handbook

Employee Insurance after Resignation/Termination/Retirement

Whether someone has been dismissed or resigned the Town will pay for the insurance for the remainder of the month that you quit.

Brandon Hopf made a motion to approve the amendment around employee insurance after resignation/termination/retirement. Seconded by Chris Loop and approved 5-0.

Overtime Pay When a Holiday Is in The Same Work Week

If someone works a holiday and must work additional hours, they will not get paid any overtime until 40 hours have been worked. In talking with other mayors and town managers they sometime have issues with guys that do not want to come in and plow because there was a holiday, and they will only get straight time.

The Town Council declined to make a motion.

Eclipse Event

Aryanna Wilson will present a power point presentation. We did receive \$1,500.00 for this event from First Financial Bank. It will be a three-day event. There will be crafts and a scavenger hunt. There will also be food trucks and a local band. First Financial Bank will be

volunteering to help and so will Destination Georgetown. It is estimated that there will be 200 people attending.

Town Attorney

Nothing to report.

Town Engineer

Maplewood Business Park Lift Station

Reny Keener reported that the Maplewood Lift Station Improvements reports have been reviewed. Bob Woosley recommends that we should move forward with Riley's Excavating. The bid opening was from the February 20, 2024, meeting and was opened by Bob Woosley. The summary tab shows the breakdown from everyone who submitted a bid. The bids should be good for 60 days.

Chris Loop made a motion to table this item. Seconded by Brandon Hopf and approved 5-0.

Lois Lane

Duke has finished all their work. We have been trying to work with Frontier and Spectrum to remove one wire. Reny Keener has called, and he finally was able to get in touch with someone. It can easily be removed but their engineer must look at it first and no timeline was given for when that will happen.

Replacement of the Impellers

This was approved through email on March 5, 2024, with a do not exceed of \$6,000.00. It needs to be ratified. It is for Rainelle Woods and TNT is the company doing the work.

Chris Loop made a motion to approve the emergency repair at Rainelle Woods to replace the impellers on the pump for a total cost not to exceed \$6,000.00. Seconded by Doug Wacker and approved 5-0.

Plan Commission

Nothing to report.

Redevelopment Commission

One façade grant was approved. The commission is wanting to offer the median of two appraisals for the property next to the park. The Town Council will need to approve that if it

goes outside the average. It is next to Georgetown Lanesville Road and there should be a purchase agreement in the next several days. This will complete the park layout.

Agenda Items

Employee Matter

Doug Wacker made a motion to table the employee matter. Seconded by Chris Loop and approved 5-0.

9110 State Road 64

The Town entered into a lease for the Old Town Hall property and within that lease there was an option to purchase by Georgetown Butcher. They would like to purchase the property, but Kristi Fox noted that the buyer is not who we entered into the lease agreement with. We would have to go through the entire lease process, publication, public hearing, and everything else. The Secretary of State certification lapsed on Georgetown Butcher. They are in the process of trying to reinstate this. It will take several months to go through this process.

Interlocal Agreement Riverboat Revenue

Doug Wacker made a motion to allow Chris Loop to sign on behalf of the Town of Georgetown and enter into an interlocal agreement for shared Riverboat Revenue with Harrison County. Seconded by Matt Nolan and approved 5-0.

Thank You Letter to Harrison County

Jason Parrish made a motion to allow Chris Loop to sign a thank you letter to Harrison County. Seconded by Matt Nolan and approved 5-0.

Off Road Vehicle Ordinance

The new Kubota will have the turn signal kit shortly and we will be able to register it with the DMV. Chris Loop would like to wait until it is ready. If we put an ordinance in place to allow them to be driven, then other people will want to drive around too.

Chris Loop made a motion to table this item. Seconded by Jason Parris and approved 5-0.

Amending Purchasing Agency Ordinance/Amending Credit Card Policy Ordinance

It is a 20-year-old ordinance that needs to be updated. Chris Loop has some concerns about the purchase amount of \$2,000.00. According to the old ordinance, \$2,000.00 is an emergency amount. Kristi Fox would like to know if the Town Council would like to have any oversight.

The \$2,000.00 is less than other municipalities. Most of them have a limit of \$5,000.00. No emergency clause is listed in the new ordinance.

Purchasing agents are listed in the ordinance and include the Clerk Treasurer, Deputy Clerk Treasurer, Chief of Police, Town Manager and Public Works Superintendent. Now individual names are listed on each credit card and gas card. The gas tank at the shop could be used for filling up. There could be only one card that would be checked out and used by numerous employees. Not everyone should have a card available.

Reny Keener is to make changes to the ordinances and circulate them prior to the next meeting for review.

Disposal of Personal Property Resolution

This is a resolution for the current playground equipment at Ashley Mariah Park. It has no value, and we can dispose of it. A local church has reached out and wants the equipment. Kristi Fox would like for there to be an agreement that if someone gets hurt, we will not be liable. We would not be transporting it, and the town will not be out anything.

R-24-02 A Resolution for Disposal of Personal Property

Brandon Hopf made a motion to approve R-24-02, A Resolution for Disposal of Personal Property. Seconded by Chris Loop and approved 5-0.

Sale of Personal Property Resolution

We had the dump truck with the plow and salt spreader for sale on Govdeals for several months now. It is not hitting what we had as a reserve. We would like to do sealed bids now and reduce the price to \$15,000.00. The sealed bids will need to be advertised.

R-24-03 A Resolution for Sale of Personal Property

Doug Wacker made a motion to approve R-24-03, A Resolution for Sale of Personal Property. Seconded by Chris Loop and approved 5-0.

Waterfront/TIF District

Part of what was created in the RDC is the economic revitalization area and the economic development target area. This helped us create incentives for local businesses to locate here in Georgetown. A waterfront district would allow an increase in liquor licenses. Many restaurants want to come here but we are out of liquor licenses. There is a contract for the Wheatly Group and if the waterfront is not able to happen the Wheatly Group will stop working on it. They will still create a TIF district.

There was a proposal also submitted by Baker Tilly. They did not have a not to exceed clause.

Matt Nolan made a motion to allow Chris Loop to sign the Wheatly Group proposal and for this to be paid from the General Fund. Seconded by Jason Parris and approved 5-0.

Annexation Study

A couple of quotes were provided. One by Baker Tilly and Veritas Group to do a study to see what each parcel, if annexed, could impact the town financially. Veritas Group has a do not exceed of \$16,000.00 plus a few reimbursable expenses listed. Baker Tilly has another straight hourly that do not has a do not exceed.

Each group would work with the Town Council to figure out the potential expansion of town. They will work on doing friendly annexation with the county.

The company will look at what the payoff will be and the impact on the town and what the impact would be on a resident.

Doug Wacker made a motion to approve the contract with Veritas Group and for this to be paid from the General Fund. Seconded by Brandon Hopf and approved 5-0.

RFP for Security Cameras

This is for cameras at the utility shop. This was put into the last budget and is to protect the equipment at the shop. This will be sent out to as many folks as possible. It should be cloud based and phone friendly.

Matt Nolan made a motion to approve the RFP for security cameras. Seconded by Doug Wacker and approved 5-0.

Office Equipment for Police Executive Assistant

Megan Leftwitch will need a desk, computer, and chair. She will begin work on April 3, 2024.

Chris Loop made a motion to give Travis Speece a budget not to exceed \$3,500.00 for a computer, chair, and desk and for this to be paid from the General Fund. Seconded by Jason Parrish and approved 5-0.

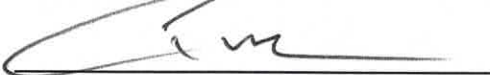
Claims Docket

Doug Wacker made a motion to approve the claims docket. Seconded by Brandon Hopf 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, President



Brandon Hopf, Vice President



Jason Parrish



Dough Wacker



Matt Nolan

Attest:



Julia Keibler, Clerk Treasurer

Amendments to Handbook:

1. Employee Insurance after Resignation/Termination/Retirement

Amend: Section 9: Suspensions, Demotion, Dismissal, Layoffs, and Resignations (pg 17)

This is not currently covered in the handbook.

Dismissal:

“Insurance: Any employee who is on the Town’s insurance upon dismissal and/or termination shall stay on the Town’s insurance until the end of the month in which the employee is no longer employed with the Town. This should be at no cost to the employee and covered by the Town.”

Resignation:

“Insurance: Any employee who is on the Town’s insurance upon resignation and/or retirement shall stay on the Town’s insurance until the end of the month in which the employee is no longer employed with the Town. This should be at no cost to the employee and covered by the Town.”

2. Overtime Pay when a Holiday is in the same work week

Amend: Compensatory Time and/or Overtime (pg 14) under Section 5

Current handbook language: “Compensatory time shall be accrued at the same rate as overtime, i.e. 1-1/2 hours compensatory time for every one hour worked over and above 40 hours within a given pay period. Under no circumstances shall the employee accumulate compensatory time in excess of 80 hours.”

Add: If a Holiday is observed during the work week, this observed Holiday counts towards the employees’ 40 hours worked. If an employee has over 40 hours worked, then the employee will have the option to take those additional hours as compensatory time or overtime. No employee shall be paid straight time for any hours worked over 40. PTO Time cannot be used as time counted towards 40 hours worked.

Note: this does not include if an employee works on that Holiday, if an employee works on a Holiday that is covered in Holiday Compensation.



January 26, 2024

Town of Georgetown
Attn: Reny Keener, Town Manager
9111 ST RD 64
Georgetown, IN 47122

RE: Annexation Study and Process Planning

Dear Mr. Keener,

We are excited for the opportunity to submit our team's qualifications for the Georgetown's Annexation Study and Process Planning. We understand the desire of the Town of Georgetown is to move the community forward with growth supported by additional areas annexed into the Town, many of whom are already supported by or have the availability of municipal utilities provided by Georgetown. We look forward to engaging with the elected and appointed officials in Georgetown and Floyd County to determine a path forward in which annexation makes sense for both entities and enables the Town to properly plan for additional staff and amenities.

BACKGROUND

We partner with organizations across the State of Indiana and throughout the Midwest helping them take ideas and make them a reality. Georgetown desires to achieve growth by expanding the municipal boundaries of the Town – while maintaining a positive relationship with Floyd County – and providing minimal adverse impact to current Economic Development Area's capturing Tax Increment Financing dedicated to Floyd County Projects. Additionally, Georgetown desires to understand the financial impact that the associated growth could provide with new growth in the annexed areas. We would be honored to be a part of this process.

With this in mind, we have identified the following tasks to update the strategic plan and implement the organizational goals.

SCOPE OF SERVICES

1. Determine "Desired Corporate Boundary" – Identify areas the Town desires to annex, current use, and future use if different. Prioritize areas currently served by municipal sewer or where sewer could be easily extended. Determine Ownership of Properties eligible for annexation.
2. County/Town Meeting - Meet with representatives from Georgetown and Floyd County to discuss annexation possibilities and the existing and future growth/development plans by both entities.
3. Preliminary Financial Analysis - Engage Stone Municipal Group to provide high level analysis of annexation on TIF impact and future revenue growth.
4. Summarization Report - Provide overview of the annexation process for identified parcels. The plan will highlight Indiana Requirements, who is responsible for providing those obstacles to annexation, and a timeline for proper implementation.



COMPENSATION

We are excited to help the Town of Georgetown in the achievement of their goals and look forward to being an extension of your staff. Full payment of invoices is due within 30 days from the invoice date.

Annexation Study and Process Planning..... \$16,000

PROJECT TEAM

In general, we are anticipating that the following staff members be a part of this agreement:

- Pete OlsonDirector of Government Advising and Innovation
- Alex Oleson..... Project Manager, Community and Economic Development
- Adam Stone, CPA..... Principal, Stone Municipal Group

For this project, Veridus Group, Inc. will partner with Adam Stone. Adam is a Municipal Advisor Principal and Certified Public Accountant with Stone Municipal Group. Adam has worked in municipal finance for over fourteen years and has served as City Controller, Interim Finance Director, Senior Consultant, and Financial Advisor for numerous communities nationwide. Adam has a deep working knowledge of Indiana local government, annexation impacts, and tax increment finance mechanisms. As a frequent state house subject matter expert, Adam brings a diverse background of experiences to each unique community.

REIMBURSABLE EXPENSES

The following expenses will be considered reimbursable and will be invoiced at their direct cost on the monthly invoices.

- A. Overnight postage, certified mail, and delivery services
- B. Permit or applications fees as paid by Veridus
- C. Project-related mileage at the current federal rate
- D. Overnight Housing, if necessary, Actual Cost
- E. Reproduction services for plans and specifications

If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

In closing, our proposal emphasizes the unique advantage of Veridus Group, Inc. in providing access to a diverse team of experienced professionals who possess the knowledge and ability to tackle the multifaceted challenges of economic development. By engaging our firm, the Town of Georgetown will benefit from the collective expertise and resources of our team members, who are dedicated to driving positive change and achieving the town's goals. Furthermore, as an external consulting firm, we alleviate the burden of providing benefits associated with a full-time employee. This ensures cost-



VERIDUS
GROUP

effectiveness and flexibility while delivering exceptional results. Thank you for considering our proposal, and we eagerly await the opportunity to collaborate with you.

If you have any questions, please feel free to contact me at (765) 273-0799.

Respectfully Submitted,

Pete Olson
Director Government Services

Cc: Tim Jensen, Veridus Group, Inc.
Jack Woods, Veridus Group, Inc.
Adam Stone, Stone Municipal Group





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TWG – Georgetown Proposal Summary

TWG Introduction

TWG is a New Albany, Ind.-based firm specializing in the conception, planning, and implementation of economic development and redevelopment initiatives. TWG provides its clients with a strategic advantage in both project planning and execution. With over 50 years of economic development, redevelopment, and community development experience on staff, TWG has a foundation built on success in both the public and private sectors.

TWG offers a number of professional services with the depth and breadth of its in-house team. Value-add capabilities include redevelopment and economic development project coordination, strategy development and action plan execution, economic impact modeling, tax credit and incentive procurement, site location analysis, economic development marketing assistance, and other grant funding expertise.

Key Project Leads

Nick Lawrence (President): Over the span of more than 15 years, Nick has been actively engaged in steering regional economic development and redevelopment initiatives. His extensive expertise includes project management, redevelopment strategy formulation, and economic development and redevelopment programs. Nick has coordinated multimillion dollar capital improvement projects, managed project financing and budgets, and led the development of long-range masterplans. In addition to managing the day-to-day operations at The Wheatley Group, Nick plays a pivotal role in client engagements, primarily focusing on project development activities.

Jill Saegesser (Vice President of Economic Development): Jill boasts nearly 30 years in community development, serving local units of government within the Clark, Floyd, Harrison, Scott and Washington Counties in southern Indiana throughout her career. She has been involved with over 294 grant projects totaling over \$140 million in federal and state grants and loans. Jill has extensive knowledge of federal and state compliance, has been a Certified Grant Administrator recognized by the Indiana Office of Community and Rural Affairs since 1994, and has been asked to serve various organizations to assist with economic recovery related to the COVID-19 pandemic. Jill has assisted several communities in developing redevelopment projects, including new industrial and multi-family developments that have leveraged over \$100 million in new construction projects.

Jacob Arbital (Director, Planning and Development Services): Jacob has over 10 years' experience in local municipal government in both Kentucky and Indiana focusing on local tax assessment, community growth and development, real estate development, long range planning, land entitlements, as well as GIS (Geographic Information System) management. This includes expertise in overseeing entitlement processes for numerous residential, commercial, industrial, and mixed-use developments and redevelopments totaling more than \$250 million in investment. In addition to working with private landowners and development professionals, Jacob has extensive experience leading government officials and elected representatives in establishing long-term policies and development regulations.

Scope Purpose

Through this engagement, TWG will work with Georgetown staff to review existing economic development areas and allocation areas (TIF districts) and the associated economic development plans, gaining an understanding of goals and priorities.

TWG will provide guidance, recommendations, and support to ensure the TIF districts and plan components are aligned with the Town's growth goals and overall vision. This may include recommendations to amend or expand the TIF districts and plans. TWG will also investigate the eligibility for certain redevelopment project areas – including the establishment of a municipal riverfront project area (riverfront liquor license district).

TWG's consulting services include research, investigation, analysis, and project management. Through this scope, TWG will also provide leadership and coordination to implement the recommendations accepted by the Town. This includes coordination with other vendors and service providers (legal counsel and financial advisors), managing project timelines, and coordinating/developing the various supporting materials and exhibits required to implement the desired project outcomes.

The project budget is hourly with a NTE of \$15,000.

TWG has provided similar scopes and services in the City of Charlestown, City of New Albany, Town of Clarksville, Town of Sellersburg.

TWG's budget does not include fees related to other professional service providers in the performance of project deliverables. Other anticipated vendors may include engineering (exhibits, descriptions), financial advisors (tax impact matters), and legal counsel (review of associated resolutions and ordinances).



February 14, 2024

Mr. Reny Keener
Town Manager
Town of Georgetown
9111 State Road 64
Georgetown, IN 47122

RE: Engagement Letter – Redevelopment Consulting Services

Dear Mr. Keener:

Thank you for providing The Wheatley Group LLC (“TWG”) the opportunity to submit this engagement letter to provide consulting and advisory services to the Town of Georgetown and the Town of Georgetown Redevelopment Commission (“CLIENT”). This letter outlines the consulting services TWG proposes in accordance with the Scope of Work described below in exchange for the Fee for Services further described below.

If you have any questions, now or at any time, please feel free to call me. If this letter does not accurately confirm your understanding of our relationship in any respect, please contact me immediately so we can discuss the matter. We appreciate the opportunity to assist CLIENT, and we look forward to working further with your team. Once accepted, TWG will begin required work immediately.

SCOPE OF WORK

Redevelopment Consulting Services

Through this engagement, TWG will provide its time and expertise to CLIENT to assist in the evaluation and establishment of potential project areas and related programs. Specifically, TWG will support CLIENT with tasks related to the establishment or expansion of existing Economic Development Areas (TIF districts) and the establishment of municipal riverfront development project areas.

In pursuit of these objectives, TWG will advise CLIENT – as requested and directed – engaging directly with members of CLIENT’s board(s), staff, and other vendors and service providers.

The performance of TWG’s services will include the following:

- Meet with Town staff, boards, commissions, and other stakeholders to develop project limits, recommendations, and identify key project outcomes
- Perform due diligence, research, develop project approval timelines, and provide project management oversight for various processes and procedures
- Develop and/or review project documents, notices, forms, exhibits, maps, program guidelines, and other supporting materials

- Support and advise Town staff, boards, and commissions with the engagement of various professional service providers and vendors in pursuit of project outcomes
- Manage overall project schedule to ensure timely completion of project
- Attend meetings and/or participate in phone calls as needed

FEE FOR SERVICES

TWG offers the above scope of services under the following fee schedule proposal:

Project Fee – TWG’s standard hourly rate schedule with a “Not to Exceed” budget of \$15,000.00.

TWG will begin required work upon receipt of Notice to Proceed communicated by CLIENT or CLIENT’s designated representative(s).

Hourly Rate Schedule

Principal	\$250/hr.
President	\$220/hr.
VP of Real Estate.....	\$190/hr.
VP of Economic Development.....	\$190/hr.
Director of Planning & Development Services	\$165/hr.
Director, Project Analysis and Fulfillment...	\$135/hr.
Project Associate/Data Analyst.....	\$100/hr.

Payment Schedule – The billing period closes at the end of each month. Invoices for work performed will be sent at the beginning of the following calendar month payable within 30 days of receipt thereof.

However, if mutually agreeable, the terms of the engagement can be amended, extended, and expanded to include additional services not outlined in the proposal. Any additional services would be subject to negotiation of a separate project and fee schedule.

TERM/TERMINATION

This engagement shall commence as of the date in the signature block below and shall remain in effect until December 31, 2024. This engagement may be renewed by written agreement signed by TWG and the CLIENT.

The CLIENT may cancel or reduce the amount of service to be rendered if such action is, in the CLIENT’s determination, in the CLIENT’s best interests. In such event, the CLIENT will notify TWG in writing, in advance of the date such actions are to be implemented. TWG shall be paid its costs, including reasonable closeout costs for any outstanding hourly fees based on the hourly billing rates provided in this engagement. TWG shall submit its claim for work performed to the CLIENT for payment.

LIABILITY/INDEMNIFICATION

Except to the extent resulting from the gross negligence or willful misconduct of CLIENT, neither CLIENT nor its parents, subsidiaries, affiliates, successors or assigns shall be liable or otherwise responsible to

TWG for any personal injury, sickness, disease or death of a person, or for injury, loss, theft, damage, destruction or loss of use of property, caused directly or indirectly by TWG.

Subject to the foregoing, TWG shall indemnify, hold harmless and defend CLIENT from and against any and all claims, whether for injury to a person, or damage to or loss of property, made against or suffered or incurred by CLIENT as the direct result of TWG's performance of, or the failure to perform, work pursuant to this engagement; provided, however, that, except for liability of a party for: (i) personal injury or damage to tangible property proximately caused by such party; (ii) any breach of such party's confidentiality obligations hereunder, (iii) any breach of the other party's intellectual property rights; (iv) its willful misconduct; or (v) such party's violation of law; each party's liability under this engagement will not exceed the total fees paid by CLIENT to TWG.

NO THIRD-PARTY BENEFICIARIES

Due to TWG's reliance on the information and/or actions of CLIENT and various third-party providers to be true, correct and proper, as the case may be, CLIENT and TWG agree that there shall be no third party beneficiaries of this engagement, that CLIENT will defend and hold harmless TWG against any claims by any third-party that it is a beneficiary of this engagement, and TWG shall be liable solely to CLIENT for all duties to be performed under, or obligations arising out of, this engagement.

CONFIDENTIALITY

TWG and CLIENT acknowledge the importance of confidentiality to the fulfillment of this engagement, and both parties may exchange or otherwise be exposed to Confidential Information. For purposes hereof, "Confidential Information" means any non-public, proprietary information of a party that such party identifies as being confidential prior to or at the time of disclosure, or which, given the nature of the information and context of its disclosure, the receiving party would reasonably recognize as being confidential. The receiving party agrees not to disclose the disclosing party's Confidential Information to any person other than its employees and representatives that have a need to know such Confidential Information for purposes of this engagement, and the receiving party shall be responsible to the disclosing party for such employees and representatives maintaining the confidentiality of such Confidential Information. The receiving party shall use the disclosing party's Confidential Information solely for purposes of this engagement and for no other purpose. Upon any termination or expiration of this engagement each party shall return or destroy all of the other party's Confidential Information in such party's possession or under such party's control.

DISCLAIMER

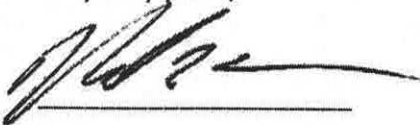
Services provided by TWG are advisory in nature and based on professional judgement and experience. Consultant warrants the services provided will be performed in a good and workmanlike manner. As such, by executing this engagement, CLIENT agrees that TWG shall not be responsible or liable, whether as a result of breach of warranty, negligence or otherwise, for any special, exemplary, incidental, consequential or punitive damages of any kind, however arising, including, but not limited to, damages for loss of time, inconvenience, lost profits or economic loss, and, except as set forth in the Liability/Indemnification section of this engagement, and in no event shall Consultant's liability hereunder exceed an amount equal to the maximum amount of fees payable by CLIENT to TWG under the fee schedule for the consulting services.

GENERAL TERMS

This engagement represents the complete and final agreement concerning the scope of work and services to be provided by TWG to CLIENT, and supersedes any and all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter. This engagement may be amended only by a written amendment executed by both parties. The relationship between the parties hereunder is solely that of independent contractors, and no agency, partnership, joint venture, franchise, or employment relationship is established under this engagement. TWG is solely responsible for all employment-related duties with regards to its personnel, including those required under applicable law, regarding its employees, and TWG acknowledges and agrees that no personnel of TWG will be entitled to any of CLIENT's employment benefits or other benefits. If any provision of this engagement is held to be invalid, illegal, or unenforceable, such provision shall be reformed only to the extent necessary to make it valid, legal and enforceable, and the remainder of this engagement shall nonetheless remain in full force and effect. This engagement shall be construed, governed, and enforced solely and exclusively by the law of the State of Indiana, USA, excluding conflict of law principles. The parties hereby agree that the courts located in Floyd County, Indiana, will constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with this engagement and each party hereby irrevocably consents to the personal jurisdiction and venue of such courts and irrevocably waives any objections thereto. TWG may not assign this engagement, or delegate its duties hereunder, in whole or in part, to any third party without first obtaining the express written consent of CLIENT, and any assignment or delegation by TWG without such consent shall be null and void. CLIENT may freely assign this engagement, or delegate its duties hereunder, in whole or in part, to any third party so long as such assignee agrees to be bound by the terms of this engagement. Each party shall comply with all applicable laws in performing its obligations under this engagement.

TWG looks forward to working with CLIENT on this project. By executing this document CLIENT indicates its approval of the terms and conditions presented and expresses its desire to move forward with the engagement.

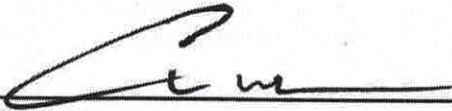
Very truly yours,



Nick Lawrence
The Wheatley Group, LLC

Georgetown Town Council

The undersigned has read the terms of this engagement and agrees with the terms of the engagement:



Signature

CHRIS LOOP TOWN COUNCIL PRESIDENT

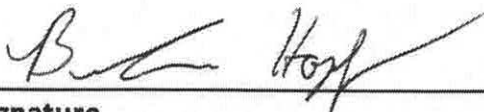
Printed Name

03-18-2024

Date

Georgetown Redevelopment Commission

The undersigned has read the terms of this engagement and agrees with the terms of the engagement:



Signature

Brandon Hopf RDC President

Printed Name

3-18-2024

Date