

**Town of Georgetown
Regular Town Council Meeting
January 20, 2026
6:30 P.M.**

Pledge of Allegiance

Roll Call:

Council members present: Chris Loop, Brandon Hopf, Doug Wacker and Matt Nolan. Also attending: Bob Woosley, Julia Keibler, Reny Keener and Travis Speece.

Members not present: Jason Parrish and Kristi Fox.

Organizational Meeting

Brandon Hopf made a motion to nominate Chris Loop as President. Seconded by Doug Wacker and approved 4-0.

Chris Loop made a motion to nominate Brandon Hopf as Vice President. Seconded by Doug Wacker and approved 4-0.

Doug Wacker made a motion to approve Heritage Engineering for Town Engineer. Seconded by Chris Loop and approved 4-0.

Matt Nolan made a motion to approve Fox Law as Town Attorney. Seconded by Brandon Hopf and approved 4-0.

Doug Wacker made a motion to approve Travis Speece as Chief of Police. Seconded by Brandon Hopf and approved 4-0.

Chris Loop reappointed Gerrod Sieveking and Craig Eberle to another term on the Plan Commission. Chris Loop will hold off filling the other two open positions. One is a town position, and the other is a citizen democrat.

Chris Loop will wait to appoint BZA members until the February meeting.

Chris Loop made a motion to appoint Brandon Hopf to Redevelopment for 2026. Seconded by Matt Nolan and approved 4-0.

Chris Loop made a motion to appoint Haley James to replace Adam Zurschmiede on the Redevelopment Commission. Seconded by Brandon Hopf and approved 4-0.

Chris Loop reappointed Melanie Douglas, Connie Baugh as the School Board Member and Jason Parrish to the Redevelopment Commission. Brittany Schmidt will need to be replaced.

Chris Loop made a motion to reappoint the current members of the Safety Panel. Jason Parrish, Julia Keibler, Travis Speece and Jamie Schillmiller. Seconded by Brandon Hopf and approved 4-0.

Advisory to the Floyd County Plan commission needs to be a Plan Commission member. When the Plan Commission meets Chris Loop will speak to them about it.

Chris Loop made a motion to reappoint Melanie Douglas to the River Hills Board. Seconded by Doug Wacker and approved 4-0.

Chris Loop made a motion to appoint Brandon Hopf to the Floyd County Solid Waste Board. Seconded by Matt Nolan and approved 4-0.

Doug Wacker made a motion to reappoint First Savings Bank to hold our accounts in 2026. Seconded by Matt Nolan and approved 4-0.

Brandon Hopf made a motion to approve the contract for Attorney Services with Fox Law and allow Chris Loop to sign. Seconded by Matt Nolan and approved 4-0.

Doug Wacker made a motion to approve the contract for Bob Woosley and Heritage Engineering and to allow Chris Loop to sign. Seconded by Brandon Hopf and approved 4-0.

Approval of Minutes

Matt Nolan made a motion to approve the Regular Town Council Meeting Minutes on December 15, 2025. Seconded by Chris Loop and approved 3-0-1. Brandon Hopf abstained.

Brandon Hopf made a motion to approve the Special Town Council Meeting Minutes on December 29, 2025. Seconded by Chris Loop and approved 4-0.

The Executive Session Memorandum for January 6, 2026, and January 8, 2026 were signed.

Leak Credit Request 1750 Canal Lane

Dee Ann Bailey is the daughter of Josie Hoak and represents her. Josie Hoak had a water heater leak at the end of October that went into November which has been fixed. She also had a commode leak during the month of December. She is asking that the excessive water amount be waived.

Chris Loop made a motion for the three months that we apply a six month average to November, December and January bill for 1750 Canal Lane. Seconded by Brandon Hopf and approved 4-0.

Reimbursement of Fee 1760 Fitch Drive

On December 12, 2025, Bradley Schweinhart called because the septic tank in the yard was full. The Town came out and pumped it and realized that it was broken where the line comes from the house into the tank. The day after Christmas it backed up again into their bathtub. The septic tank was full again. The town came back out and it was suggested that there was a clog in the line. A plumber came out and snaked the line and there were no problems until he got about five to six inches from the tank. The tank being broken is what is causing the problem. He is seeking reimbursement of the \$140.00 paid to the plumber.

Chris Loop would like a new tank to be put in and for the Town to install it.

Chris Loop made a motion to allow the reimbursement of \$140.00 to Bradley Schweinhart's sewer account at 1760 Fitch Drive after turning in the invoice from the plumbing company. Seconded by Doug Wacker and approved 4-0.

Chris Loop made a motion that we approve a budget of up to \$2,500.00 to be paid for out of Waste Water Capitol Improvement for replacement of the sewer holding tank at 1760 Fitch Drive. Seconded by Brandon Hopf and approved 4-0.

There is not any signage that says "No Outlet" on his street. Reny Keener will take care of it.

RFP Committee Recommendation

The advisory committee met several times. There were five total submittals and there were three firms that were interviewed. Out of the three firms we created a recommendation letter. Based on the process, the CMC evaluation committee unanimously recommends that the Town Council proceed with hiring Shireman Construction as the Construction Manager for the future Town Hall Project. Shireman Construction will now create a guaranteed maximum price which is a true budget number for the project. If it comes in higher than we are comfortable with then we will not have to move forward.

Brandon Hopf made a motion to approve the recommendation. Seconded by Doug Wacker and approved 4-0.

Clerk Treasurer

We received the 1782 Notice from the DLGF. They approved our budget and did not make any changes to it. The Floyd County budget was approved as well.

Kristi Fox will not be able to attend next month's meeting. She asked if the Town Council would like her to attend the meeting that the date be changed. The Town Council meeting has been changed to Tuesday, February 24, 2026. The Plan Commission and Redevelopment Commission will be changed as well.

Chris Loop has been trying to work with Kristi Fox on a date to redo the job description because of Haley James departure. Chris Loop would like to work with Reny Keener, Julia Keibler and Kristi Fox to write it. He would like to move this to get out of paying the county this year and include code enforcement. Chris Loop would like to use AI and software to free up additional time in the Clerk Treasurers Office.

Chief Travis Speece

The Ford Explorer is finished. Chief Speece is not sure if we appropriated funds for the outfitting. We tried to salvage some of the equipment from the wrecked 2020 Explorer.

Chris Loop made a motion to approve the expense of \$10,800.05 to Waymeier Fleet for the outfitting of the 2025 Police Explorer to be paid for out of Fund 2209. Seconded by Matt Nolan and approved 4-0.

Chris Loop made a motion to approve the purchase of a laptop for \$1,495.14 to be paid out of Fund 2235 Riverboat. Seconded by Doug Wacker and approved 4-0.

Public Works – Reny Keener

At the meeting for READI2 they announced that our project should be fully approved soon. We are back up at the top and expect the IEDC to send the contract over to the RDA so we can get the subrecipient contract.

The IHEDA matching fund has been filed for an extension to the end of July.

Southern Indiana Tourism has put out a grant. We originally applied for pickleball but did not receive any funding. The Homeland Security Grant for access control for the future Town Hall and park is on hold because it is a FEMA grant. Everything through the federal level is on hold. The Houchin sidewalk funding is on hold too.

The Food Truck Festival for this year will be on National Food Truck Day. National Night Out and other events will be held at the same time as last year.

A new league is being added this year for volleyball. We have partnered with Georgetown Southern Baptist Church who will allow us to use their gym at no cost. Five teams have already signed up.

There may be two or three softball leagues.

Tim Cooper retired from the Town of Georgetown on January 13, 2026, after almost 21 years. There was a party and he received a years of service plaque. We pitched in for food and a \$250.00 gift card.

A replacement for Tim Cooper is needed, and Reny Keener would like to add Assistant Superintendent to Ernest Stonecipher's job title. Instead of replacing someone at Tim Cooper's level we would hire a Laborer 1.

Chris Loop made a motion to change Ernest Stonecipher's title to Assistant Superintendent/Parks Director. Seconded by Brandon Hopf and approve 4-0.

Doug Wacker made a motion to open a Laborer 1 position at \$20.00 hour. Seconded by Matt Nolan and approved 4-0.

Chris Loop made a motion to approve a budget of \$400.00 for the advertising of the Laborer 1 position and for this to be paid out of the General Fund. Seconded by Brandon Hopf and approved 4-0.

Last year there was a clothing allowance and with a new hire they will need quite a bit once they reach their 90-day probation. The new person will always shadow with someone. We will provide some shirts with the Georgetown logo on them.

Matt Nolan made a motion to approve a budget of up to \$5,000.00 clothing allowance for public works for 2026. Seconded by Brandon Hopf and approved 4-0.

For the professional staff, Clerk's Office and Town Council, we spent about \$200.00 per person.

Doug Wacker made a motion to approve a budget of up to \$2,000.00, \$200.00 each for the Town Council and professional staff. Seconded by Matt Nolan and approved 4-0.

The utility trailer and salt spreader are still on Govdeals.

We budgeted to purchase a brine machine so we do not have to rely on the county. Two quotes were received. The Camion 1600 brine maker with a hose kit includes shipping and mixing tank to make about 400 gallons in about 15 minutes. No special electric is needed, and we use our salt and water. Our tank currently holds 500 gallons. The McGavic Outdoor Power quote came in \$25.00 less than it did in June.

Chris Loop made a motion to approve the quote from McGavic Outdoor Power for \$10,240.00 to purchase a Camion BM1600 Brine maker to be paid from MVH. Seconded by Doug Wacker and approve 5-0.

The Indiana Office of Technology offers a free website. We can get an updated website at no cost to the town unless we go over four support requests per month. It is through Tyler Technologies, and we get over 100 for free and unlimited documents. It is also ADA compliant. They also offer a payment system which is cheaper than Paygov.

Chris Loop made a motion to approve working with Tyler Technologies for an update of our website at no charge. Seconded by Brandon Hopf and approved 4-0.

Town Attorney

Not in attendance.

Town Engineer

The 9210 State Road 64 Drainage Project has been completed. They did not have to touch the fence, and it turned out really nice.

C & R Construction has started the sidewalk improvements project. Down by the Drive In you can see the box being constructed over the old pipe. It will pick up speed if the weather cooperates.

The smoke testing was finished last week for Lakeland Lagoon, but Bob Woosley has not seen the report. We did not receive any calls.

Community Crossing Matching Grant needed to be signed and Chris Loop took care of that electronically. Bids will be opened at the February meeting. We received a grant of almost \$97,400.00 and the town pays \$24,000 towards that.

The Destiny Solutions work has been slowed down by the weather. The water will get out but it is just not finished.

Peachtree Lane will have plans uploaded to the State. There may be an application or documents needed to submit to IDEM.

Doug Wacker made a motion to approve allowing Chris Loop to sign any application documents outside of a public meeting for the Peachtree Lane Sewer Repair. Seconded by Brandon Hopf and approved 4-0.

The plans for the READI2 funds are ready to be bid. As soon as we get approval for those funds we can bid out the work for the park.

Plan Commission

Don Lopp is trying to get the historical piece of the Planning and Zoning Code and is working with Indiana Landmarks. They are getting a contract together.

Redevelopment Commission

Nothing to report.

Agenda Items

Mainstream Utility Agreement

There may be two utility agreements with Mainstream Fiber. They have been reviewed but Mainstream keeps making changes. The agreement to sign is our standard agreement. The signing needs to be contingent upon one final review of all other supporting documents before it is released back to them. The agreements cover Peachtree area and by the school and the other includes Brookstone.

Brandon Hopf made a motion to allow Chris Loop to sign the two Mainstream Utility Agreements contingent upon final review of all supporting documents. Seconded by Matt Nolan and approved 4-0.

R-26-01, A Resolution for Sale of Personal Property – Heavy Duty Trailer and Amend Resolution R-25-12

Doug Wacker made a motion to approve R-26-01, A Resolution for Sale of Personal Property – Heavy Duty Trailer and Amend Resolution R-25-12. Seconded by Brandon Hopf and approved 4-0.

Claims Docket

Matt Nolan made a motion to approve the claims docket. Seconded by Chris Loop and approved 4-0.

Miscellaneous Business

Tim Meyers with Destination Georgetown wanted to express gratitude for the partnership.

The house at 9090 State Road 64 has foundation stones and they were supposed to stay. The stones are now gone, and they would like to know what happened to them. Destination Georgetown can use some of the old limestone retaining walls for landscape projects. Before the house at 9090 State Road 64 was torn down, they asked for any items that could be salvaged but the home was already gone.

The school superintendent will have the authority for the two homes they own if Destination Georgetown is interested in salvaging those.

The Destination Georgetown application to the State Office of Community Affairs is being completed to become a downtown affiliate member. They may reach out to Chris Loop for an additional letter of support.

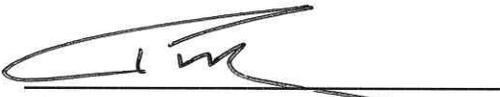
There is now an official Georgetown walking tour. Go to their website at destinationgeorgetownin.org.

Destination Georgetown was told the budget would be discussed at this meeting. They need the information for application purposes. They have previously been funded out of the Gaming Fund. No other organizations have been before the Town Council, and no formal decisions have been made. Chris Loop is not against funding them, but the issue is timing. The Town Council will try to come up with the \$25,000.00 that would be paid quarterly. The formal approval will take place in February.

Adjournment

Doug Wacker made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 4-0.

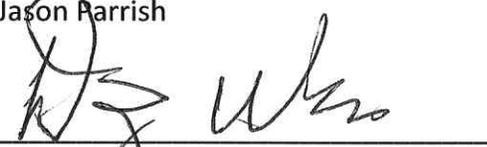
Minutes approved by:



Christopher Loop, President



Brandon Hopf, Vice President

Jason Parrish


Doug Wacker



Matt Nolan

Attest:

A handwritten signature in blue ink, appearing to read 'Julia Keibler', written over a horizontal line.

Julia Keibler, Clerk Treasurer

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 20th day of JANUARY 2026, 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 26-12. Consultant agrees to perform the services in consideration of the compensation described in Heritage Engineering Proposal 26-12 and in accordance with the terms described in Attachment A.

This Agreement consists of this document together with Heritage Engineering Proposal 26-12 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



January 20, 2025

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

**Re: Town Engineer Services – Contract Renewal
Heritage Engineering Proposal No. 26-12**

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.

Sincerely,

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

642 SOUTH 4TH ST., SUITE 100
LOUISVILLE, KENTUCKY 40202
PHONE: 502-562-1412 FAX: 502-562-1413

603 N. SHORE DR., UNIT 204
JEFFERSONVILLE, INDIANA 47130
PHONE: 812-280-8201 FAX: 812-280-8281

**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

Risk Allocation 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.

CONTRACT FOR ATTORNEY SERVICES

This Contract for Attorney Services (hereinafter this "Contract"), is made and executed this 20th day of January 2026, with an effective date of January 1, 2026, 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, 2026, 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, 2026, through and including December 31, 2026, unless

earlier terminated as set forth herein. Said term may be extended/renewed at the option of the parties.

4. It is acknowledged that the compensation to be paid by the Board to the Attorney for her professional services under this Contract have been determined and agreed after consideration of the following factors:
 - (a) The time and labor required for the project work, the novelty and difficulty of the questions involved, and the skill requisite to perform the service properly;
 - (b) The experience and specialized knowledge of the Attorney;
 - (c) The regular billing rate of the Attorney in her professional practice as a fee she customarily charges in this locale;
 - (d) The likelihood that acceptance of this particular retention could preclude the Attorney from devoting certain of her professional time to her ongoing legal practice as an Attorney;
 - (e) The experience, reputation, and ability of the Attorney as a lawyer performing these types of services.
5. In consideration of the above factors, and all other relevant factors, the Board and the Attorney have agreed to an hourly fee of \$200.00 per hour for the Attorney's attendance at regular, special, or executive Board meetings, and the Attorney's rendering of legal advice or guidance on consultation with the Board, individual Board members, or Town office holders (the "Basic Services"). The parties may separately negotiate other services outside the scope of this Contract by lump sum payment or otherwise. That work on any debt financing projects of the Town, or any political subdivision thereof, that may arise or occur during the term of this Contract shall be paid a bond fee of 0.5%.
6. The parties further agree that the Attorney shall be compensated for Basic Services for all litigation work related to representation of the Town, the Board, or any Town office holder, board, commission, political subdivision, or employee ("Litigation Work") at an hourly rate of Two Hundred and no/100 Dollars (\$200.00) per hour. The Board accepts Attorney's offer to utilize Attorney's private office space and resources as necessary from time-to-time for purposes of carrying out the objective of this Contract. Litigation work shall be defined as any work done in response to anticipated litigation or litigation in administrative proceedings, arbitration, mediation or state or federal court.
7. The Attorney agrees further, in consideration of the foregoing, and the Board so acknowledges, that a portion of the fee payments made to the Attorney will necessarily be allocated to the Attorney's overhead expenses in connection with providing the above services. The parties agree that from the above

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, Floyd County Solid Waste, Floyd County Stormwater, Floyd County Health Department, and other Floyd County entities as requested by the Floyd County Commissioners. 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.

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.

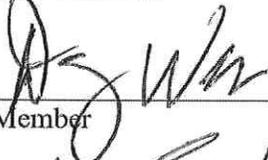
For the "Board":

**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