



Town of Ellettsville Town Council

Agenda Ellettsville Town Council Monday February 24, 2025

6:30 P.M. Call to Order

**Prayer
Pledge of Allegiance
Roll Call**

Approval of the Minutes for the Regular Meeting February 10, 2025

Action to pay Accounts Payable Vouchers and Payroll Vouchers

Resolutions

Resolution 09-2025 Additional Appropriation Personal Services General Fund

Ordinance on First Reading – none

Ordinance on Second Reading

2025-05 to amend the salary ordinance for 2025

Old Business

Amortization Schedule & Master Lease Rental Agreement with PSB for Loan purchase of 2025 Kenworth T-480 Plow Truck

New Business

Permission to Create Position and Hire Deputy Fire Marshal

**Privilege of the Floor
Supervisors Comments
Council Comments**

At this time, I know of no other business to come before the Council.

Noelle M. Conyer, Clerk-Treasurer

Town Council meetings are wheelchair accessible. The accessible entrance is located on the Northwest side of the building. Accessible visitor parking spaces are located on the Northwest side of the building. The Town further assures every effort will be made to ensure nondiscrimination in all of its program's activities, whether those programs and activities are federally funded or not. Close captioning of the public meetings is broadcast on Community Access Television Series 14 (catstv.net). The meetings are also broadcast on Zoom.

February 10, 2025

The Ellettsville, Indiana, Town Council met for a regular meeting on Monday, February 10, 2025, at the Ellettsville Town Hall Meeting Room located at 1150 West Guy McCown Drive. Scott Oldham called the meeting to order at 6:30 p.m. Jimmie Durnil gave a word of prayer followed by the Pledge of Allegiance led by Kevin Patton.

Roll Call: Members present were Scott Oldham – President, William Ellis and Trevor Sagor. Michael Farmer, Town Manager, Noelle Conyer, Clerk Treasurer and Darla Brown, Town Attorney, were also present.

Supervisors participating: Kevin Patton, Jimmie Durnil, Kip Headdy, Denise Line and Jeff Farmer.

Approval of the Minutes for the Regular Meeting January 27, 2025

Scott Oldham entertained a motion for approval of the minutes of the regular meeting January 27, 2025. Trevor Sagor so moved. William Ellis seconded. All in favor, motion carries.

Accounts Payable Vouchers and Payroll

Scott Oldham entertained a motion to pay Accounts Payable Vouchers and Payroll. Trevor Sagor so moved. William Ellis seconded. All in favor, motion carries.

Resolutions

Resolution 04-2025 Additional Appropriation for Vaccines

Noelle Conyer, Clerk Treasurer, explained this is for the \$11,000 to pay for mandated new hire and current employee Hepatitis vaccines. Fire Chief Kevin Patton and Police Chief have been working on this and can answer further questions. William Ellis made motion. Trevor Sagor seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sager – yes. Motion carries.

Resolution 08-2025: Adopting Stormwater Standards and Specifications Manual

Darla Brown, Town Attorney, explained an ordinance was passed last year that requires the town to adopt a stormwater standards and specifications manual. Rick Coppick and Wessler Engineering drafted the manual. Trevor Sagor made motion. William Ellis seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sagor – yes. Motion carries.

Resolution 09-2025 Support for Ellettsville Main Street Incorporated

Darla Brown, Town Attorney, explains a letter of support from the town is needed for Main Streets application for the Downtown Affiliate Network Program. William Ellis made motion. Trevor Sagor seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sager – yes. Motion carries.

Ordinance on First Reading

Ordinance 2025-05 Amend Salary Ordinance for 2025

Noelle Conyer, Clerk Treasurer, explained this is a bookkeeping change from the fire inspector to the fire marshal per the fire chief and adding the deputy fire marshal. The rate includes the 2332-2410, which is equal to a fireman's salary.

Ordinance on Second Reading

Ordinance 2025-01: American Legal Supplement S16 Adoption

Noelle Conyer, Clerk Treasurer, explained this is an updating of the codes on American Legal from 2021 through April of 2024. Trevor Sagor made motion. William Ellis seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sager – yes. Motion carries.

Ordinance 202503: Establish a Water Loss Policy

Darla Brown, Town Attorney, explained this policy will allow customers to apply for a credit on their bill if they have a water loss of more than 50,000 gallons of the customers average monthly consumption. The customer will have to provide proof to the Department of Public Works that the issue has been fixed and apply within 30 days of the date of the bill for the excess water loss. William Ellis made motion. Trevor Sagor seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sagor – yes. Motion carries.

Old Business - none

New Business

Kevin Patton, Fire Chief, requested to promote Travis Abrams from Lieutenant to Captain. Trevor Sagor made motion. William Ellis seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sagor – yes. Motion carries.

Jimmie Durnil, Town Marshal, requested to hire Benjamin Muncie as a full-time police officer. William Ellis made motion. Trevor Sagor seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sagor – yes. Motion carries.

Jimmie Durnil, Town Marshal, requested to replace the full-time position of Sam Miller who will be hired by the prosecutor sometime between late summer and early winter with Shannon Bunger. Trevor Sagor made motion. William Ellis seconded. Roll call vote: Scott Oldham – yes; William Ellis – yes; Trevor Sagor – yes. Motion carries.

Privilege of the Floor

Jim Perry, from the public, spoke about the sidewalk on Abigail not being complete. Denise Line stated she would look at it in March.

Supervisor Comments

Town Council Meeting February 10, 2025, continued

Jimmie Durnhil, Town Marshal, stated he has an application he wants to submit to the Parks Board for a fifth member to complete a full board of five members.

Council Comments

William Ellis spoke about having an independent audit to show how the town is run. The council expressed concerns about cost.

Adjournment

Scott Oldham, President adjourned the meeting at 7:18 p.m.

Scott Oldham, President

Dan Swafford, Vice President

William Ellis

Pamela Samples

Trevor Sagor

Noelle M. Conyer Clerk -Treasurer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

TOWN OF ELLETTSVILLE

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6

February 24, 2025

NOELLE M. CONYER, CLERK-TREASURER

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 7 pages and except for accounts payables not allowed as shown on the register such accounts payables are hereby allowed in the total amount of \$ 638,348.84 .

Dated this 24 day of February .

TOWN COUNCIL

Scott Oldham
PRESIDENT

Dan Swafford
VICE-PRESIDENT

William Ellis
COUNCIL MEMBER

Trevor Sager
COUNCIL MEMBER

Pamela Samples
COUNCIL MEMBER

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 1101 GENERAL					
Dept 001.00					
1101-001.00-00213.00	ZOOM VIDEO SERVICE YEARLY	VISA	MONTHLY CHARGES - CLERK	155.85	923
1101-001.00-00313.00	2025 ANNUAL DUES	VISA	MONTHLY CHARGES - CLERK	207.00	923
1101-001.00-00315.00	ENGINEERING SERVICES - FIBYNUM FANYO & ASSOCIATES,		ENGINEERING SERVICES - FI	2,118.27	28235
1101-001.00-00321.00	TELEPHONE & SECURITY - TCSMITHVILLE COMMUNICATIONS		TELEPHONE & SECURITY - TC	186.82	28223
1101-001.00-00352.00	NATURAL GAS - 1150 GUY MCCENTERPOINT ENERGY		NATURAL GAS - 1150 GUY MC	142.64	912
1101-001.00-00356.00	EXTERMINATOR - TOWN HALL TERMINIX COMMERCIAL		EXTERMINATOR - TOWN HALL	23.00	28257
1101-001.00-00365.00	ONLINE SERVER BACKUP	VISA	MONTHLY CHARGES - CLERK	218.83	923
1101-001.00-00394.00	2025 INSTITUTE & ACADEMY ILMCT		2025 INSTITUTE & ACADEMY	450.00	28240
Total For Dept 001.00				3,502.41	
Dept 002.00 PLANNING					
1101-002.00-00221.00	FUEL CHARGES - PLANNING	WRIGHT EXPRESS FLEET SERV	FUEL CHARGES - PLANNING	50.84	28260
1101-002.00-00313.00	OWEN COUNTY CHAMBER MEMBE	OWEN COUNTY CHAMBER OF C	OWEN COUNTY CHAMBER MEMBE	53.00	28251
1101-002.00-00313.00	MONTHLY CHARGES - PLANNIN	VISA	MONTHLY CHARGES - PLANNIN	119.88	923
1101-002.00-00315.00	REPAIR OF IT ISSUES	B-TOWN IT, LLC	REPAIR OF IT ISSUES	216.00	28232
1101-002.00-00315.00	TRAIL REVIEW & MEETING A	COPPCSLT LLC	TRAIL REVIEW & MEETING A	700.00	28236
1101-002.00-00321.00	TELEPHONE - PLANNING	SMITHVILLE COMMUNICATIONS	TELEPHONE - PLANNING	124.62	28224
Total For Dept 002.00 PLA				1,264.34	
Dept 003.00 FIRE					
1101-003.00-00213.00	YELLOW TONER CARTRIDGE	VISA	MONTHLY CHARGES - FIRE	65.89	923
1101-003.00-00221.00	FUEL CHARGES - FIRE	WRIGHT EXPRESS FLEET SERV	FUEL CHARGES - FIRE	2,844.42	28260
1101-003.00-00223.00	NAME TAG - WARREN	VISA	MONTHLY CHARGES - FIRE	15.85	923
1101-003.00-00231.00	SWITCH & VALVE - E71 & E	EMACQUEEN EMERGENCY	SWITCH & VALVE - E71 & E	480.63	28246
1101-003.00-00231.00	CREDIT ON ACCOUNT	STOOPS FREIGHTLINER	CREDIT ON ACCOUNT	(286.88)	28256
1101-003.00-00231.00	REPAIRS - T 71	STOOPS FREIGHTLINER	REPAIRS - T 71	2,863.12	28256
1101-003.00-00234.00	WOOD DOOR - STN 71	INDIANA DOOR & HARDWARE	WOOD DOOR - STN 71	100.00	28241
1101-003.00-00234.00	BAY CEILING LIGHT	KIRBY RISK CORPORATION	BAY CEILING LIGHT	164.02	28244
1101-003.00-00234.00	COFFEE MAKER & DRANO	MENARDS - BLOOMINGTON	COFFEE MAKER & DRANO	62.98	28247
1101-003.00-00243.00	TIE BAR	MES SERVICE COMPANY, LLC	TIE BAR	122.30	28248
1101-003.00-00243.00	PANTS & BOOTS	MUNICIPAL EMERGENCY SERV	PANTS & BOOTS	750.54	28249
1101-003.00-00243.00	LONG SLEEVE SHIRT - PARRI	MUNICIPAL EMERGENCY SERV	LONG SLEEVE SHIRT - PARRI	126.00	28249
1101-003.00-00243.00	UNIFORM GEAR	MUNICIPAL EMERGENCY SERVI	UNIFORM GEAR	260.55	28249
1101-003.00-00243.00	T-SHIRTS & FLEECE	NITE OWL PROMOTIONS INC	T-SHIRTS & FLEECE	1,097.55	28250
1101-003.00-00316.00	VACCINES - VANDEVENTER	ASCENSION ST VINCENT	VACCINES - VANDEVENTER	220.46	28228
1101-003.00-00321.00	EOC & WIFI - FIRE	SMITHVILLE COMMUNICATIONS	EOC & WIFI - FIRE	116.95	28226
1101-003.00-00321.00	FEBRUARY TELEPHONE	GIBSON TELDATA INC	FEBRUARY TELEPHONE	380.29	28238
1101-003.00-00321.00	YOU TUBE TV	VISA	MONTHLY CHARGES - FIRE	82.99	923
1101-003.00-00352.00	NATURAL GAS - STATION 71	CENTERPOINT ENERGY	NATURAL GAS - STATION 71	772.15	914
1101-003.00-00352.00	NATURAL GAS - STATION 81	CENTERPOINT ENERGY	NATURAL GAS - STATION 81	364.22	915
1101-003.00-00394.00	FIRE PLANS CLASS - RV	VISA	MONTHLY CHARGES - FIRE	0.00	923
Total For Dept 003.00 FIF				10,604.03	
Dept 004.00 POLICE					
1101-004.00-00213.00	COPIER MAINTENANCE - HHC	GORDON FLESCH COMPANY, INC	COPIER MAINTENANCE - HHC	204.00	28239
1101-004.00-00213.00	POSTAGE	VISA	MONTHLY CHARGES - POLICE	227.67	923
1101-004.00-00221.00	FUEL CHARGES - POLICE	WRIGHT EXPRESS FLEET SERV	FUEL CHARGES - POLICE	4,904.06	28260
1101-004.00-00231.00	REPAIRS - EV 2	BURT'S AUTOMOTIVE	REPAIRS - EV 2	509.85	28234
1101-004.00-00231.00	REPAIRS - PT 1	BURT'S AUTOMOTIVE	REPAIRS - PT 1	799.05	28234
1101-004.00-00231.00	REPAIRS - SPARE	BURT'S AUTOMOTIVE	REPAIRS - SPARE	2,462.64	28234
1101-004.00-00231.00	REPAIRS - EV 22	CURRY AUTO CENTER, INC	REPAIRS - EV 22	307.37	28237
1101-004.00-00231.00	BATTERY JUMP STARTER - EV	INTERSTATE ALL BATTERY C	BATTERY JUMP STARTER - EV	149.95	28242
1101-004.00-00231.00	ANTENNA CABLE	KUSTOM SIGNALS, INC	ANTENNA CABLE	85.00	28245
1101-004.00-00231.00	WASHER FLUID HOSE	VISA	MONTHLY CHARGES - POLICE	6.99	923
1101-004.00-00232.00	TWO WAY RADIO BATTERY	VISA	MONTHLY CHARGES - POLICE	44.89	923
1101-004.00-00234.00	FILE CABINET	VISA	MONTHLY CHARGES - POLICE	330.49	923
1101-004.00-00237.00	SHIPPING BOXES	VISA	MONTHLY CHARGES - POLICE	75.47	923

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 1101 GENERAL					
Dept 004.00 POLICE					
1101-004.00-00243.00	SHIRTS	RAY O'HERRON CO, INC	SHIRTS	149.96	28253
1101-004.00-00243.00	TOURNIQUET CASE	RAY O'HERRON CO, INC	TOURNIQUET CASE	96.07	28253
1101-004.00-00243.00	RADIO POUCH - EV 18	RAY O'HERRON CO, INC	RADIO POUCH - EV 18	53.96	28253
1101-004.00-00243.00	SHIRTS - BUNGER	RAY O'HERRON CO, INC	SHIRTS - BUNGER	143.98	28253
1101-004.00-00243.00	RETURNED TOURNIQUET CASE	RAY O'HERRON CO, INC	RETURNED TOURNIQUET CASE	(89.98)	28253
1101-004.00-00243.00	TOURNIQUET CASE	VISA	MONTHLY CHARGES - POLICE	127.27	923
1101-004.00-00321.00	CELLULAR SERVICE - POLICE	VERIZON WIRELESS	CELLULAR SERVICE - POLICE	202.50	916
1101-004.00-00321.00	TELEPHONE - POLICE	SMITHVILLE COMMUNICATIONS	TELEPHONE - POLICE	437.65	28227
Total For Dept 004.00 POI				11,228.84	
Dept 005.00 REDEVELOPMENT					
1101-005.00-00213.00	TIF MAPS - FOAM BOARD	VISA	MONTHLY CHARGES - PLANNIN	134.80	923
1101-005.00-00315.00	ENGINEERING SERVICES - TIBYNUM FANYO & ASSOCIATES		ENGINEERING SERVICES - TI	5,213.38	28235
1101-005.00-00315.00	ENGINEERING SERVICES - TIBYNUM FANYO & ASSOCIATES		ENGINEERING SERVICES - TI	4,602.53	28235
Total For Dept 005.00 REI				9,950.71	
Total For Fund 1101 GENE				36,550.33	
Fund 2201 MOTOR VEHICLE HIGHWAY					
Dept 001.00					
2201-001.00-00221.00	FUEL CHARGES - STREET	PREMIER COMPANIES	FUEL CHARGES - STREET	1,977.98	28252
2201-001.00-00230.00	IMPACT SET & 12 POINT	SOCMENARDS - BLOOMINGTON	IMPACT SET & 12 POINT SOC	30.98	28247
2201-001.00-00230.00	SHOP WASHER	VISA	MONTHLY CHARGES - STREET	180.25	923
2201-001.00-00231.00	OIL & FILTERS - TRACTOR	#BOBCAT OF INDY	OIL & FILTERS - TRACTOR #	281.39	28230
2201-001.00-00231.00	A/C BELT - BOBCAT	TRACTOFBOBCAT OF INDY	A/C BELT - BOBCAT TRACTOF	43.03	28230
2201-001.00-00231.00	OIL & FILTER - BOBCAT	UTVBOBCAT OF INDY	OIL & FILTER - BOBCAT UTV	46.90	28230
2201-001.00-00231.00	COVER & STEEL FLATS - BOE	VISA	MONTHLY CHARGES - STREET	134.91	923
2201-001.00-00321.00	TELEPHONE - STREET	SMITHVILLE COMMUNICATIONS	TELEPHONE - STREET	198.03	28225
2201-001.00-00352.00	NATURAL GAS - STREET	CENTERPOINT ENERGY	NATURAL GAS - STREET	668.33	913
2201-001.00-00353.00	ELECTRIC - DPW BUILDING	DUKE ENERGY	ELECTRIC - DPW BUILDING	5.43	917
2201-001.00-00353.00	ELECTRIC - STREET	DUKE ENERGY	ELECTRIC - STREET	319.74	920
Total For Dept 001.00				3,886.97	
Total For Fund 2201 MOTO				3,886.97	
Fund 2202 LOCAL ROAD AND STREETS					
Dept 001.00					
2202-001.00-00244.00	WATER FOR GARAGE	MENARDS - BLOOMINGTON	WATER FOR GARAGE	11.83	28247
Total For Dept 001.00				11.83	
Total For Fund 2202 LOCAL				11.83	
Fund 2204 PARK AND RECREATION					
Dept 001.00					
2204-001.00-00353.00	ELECTRIC - SHELTER	DUKE ENERGY	ELECTRIC - SHELTER	10.70	918
2204-001.00-00353.00	ELECTRIC - HERITAGE CENTE	DUKE ENERGY	ELECTRIC - HERITAGE CENTE	187.75	919
2204-001.00-00353.00	ELECTRIC - CAMPBELL'S PAF	DUKE ENERGY	ELECTRIC - CAMPBELL'S PAF	71.74	921
2204-001.00-00353.00	ELECTRIC - SPORT'S PARK	DUKE ENERGY	ELECTRIC - SPORT'S PARK	260.56	922
Total For Dept 001.00				530.75	
Total For Fund 2204 PARK				530.75	
Fund 2228 LAW ENFORCEMENT CONTINUING EDUCATION					
Dept 004.00 POLICE					
2228-004.00-00394.00	NASRO MEMBERSHIP - BUNGE	FVISA	MONTHLY CHARGES - POLICE	550.00	923
Total For Dept 004.00 POI				550.00	
Total For Fund 2228 LAW E				550.00	
Fund 2256 OPIOID UNRESTRICTED					
Dept 001.00					
2256-001.00-00250.00	BACKBOARD	BOUND TREE MEDICAL, LLC	BACKBOARD	378.12	28231
Total For Dept 001.00				378.12	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 2256 OPIOID UNRESTRICTED					
Total For Fund 2256 OPIOI				378.12	
Fund 2402 LOCAL GRANTS & DONATIONS					
Dept 001.00					
2402-001.00-00250.21	READI: TRACK ROLLER DOORS	BURNS CONSTRUCTION, INC	READI: TRACK ROLLER DOORS	69.30	28233
2402-001.00-00250.21	EV HERITAGE CTR - TRADES	IZZY'S RENTAL	EV HERITAGE CTR - TRADES	125.00	28243
2402-001.00-00250.21	NLTG - RESTROOMS: PLUMBING	WALKER PLUMBING LLC	NLTG - RESTROOMS: PLUMBING	2,000.00	28259
2402-001.00-00250.21	OUTDOOR LIGHTS - HC	VISA	OUTDOOR LIGHTS - HC	152.28	923
Total For Dept 001.00				2,346.58	
Total For Fund 2402 LOCAL				2,346.58	
Fund 2409 NEXT LEVEL TRAILS GRANT					
Dept 001.00					
2409-001.00-00455.00	NLTG-RESTROOM CONSTR: FR	VALU-BUILT, INC	NLTG-RESTROOM CONSTR: FR	24,000.00	28258
Total For Dept 001.00				24,000.00	
Total For Fund 2409 NEXT				24,000.00	
Fund 2411 LOCAL OPTION INCOME TAX-ECONOMIC DEVELOP					
Dept 001.00					
2411-001.00-00313.00	2025 ANNUAL MEMEBERSHIP	IBLOOMINGTON ECONOMIC DEVE	2025 ANNUAL MEMEBERSHIP I	10,000.00	28229
2411-001.00-00341.00	FLEET INSURANCE	SELECTIVE	INSURANCE	18,438.00	28255
2411-001.00-00342.00	PROPERTY & LIABILITY	SELECTIVE	INSURANCE	16,647.00	28255
Total For Dept 001.00				45,085.00	
Total For Fund 2411 LOCAL				45,085.00	
Fund 2502 RICHLAND TOWNSHIP FIRE TRUCK					
Dept 001.00					
2502-001.00-00250.08	PAYMENT - FIRE TRUCK WEST	THE PEOPLES STATE BANK	PAYMENT - FIRE TRUCK WEST	249,495.28	28222
Total For Dept 001.00				249,495.28	
Total For Fund 2502 RICHI				249,495.28	
Fund 4401 CUMULATIVE CAPITAL IMPROVEMENTS					
Dept 001.00					
4401-001.00-00415.00	COLD MIX - PATCHING	ROGERS GROUP, INC	COLD MIX - PATCHING	266.00	28254
Total For Dept 001.00				266.00	
Total For Fund 4401 CUMUI				266.00	
Fund 4402 CUMULATIVE CAPITAL DEVELOPMENT					
Dept 002.00 PLANNING					
4402-002.00-00444.00	LEASE PAYMENT - 2022 RAM	ENTERPRISE FM TRUST	LEASE PAYMENT - 2022 RAM	311.69	28221
Total For Dept 002.00 PL				311.69	
Dept 004.00 POLICE					
4402-004.00-00401.00	WEB CAMERA	VISA	MONTHLY CHARGES - POLICE	270.87	923
Total For Dept 004.00 POI				270.87	
Dept 006.00 STREET					
4402-006.00-00441.00	LEASE - 2023 F-250 STREET	ENTERPRISE FM TRUST	LEASE & MAINTENANCE - 202	634.64	28221
Total For Dept 006.00 STF				634.64	
Total For Fund 4402 CUMUI				1,217.20	
Fund 6101 WATER					
Dept 000.00					
6101-000.00-00165.16	LEASE PAYMENT - 2022 RAM	ENTERPRISE FM TRUST	LEASE PAYMENT - 2022 RAM	134.30	18686
6101-000.00-00165.16	LEASE PAYMENT - 2022 RAM	ENTERPRISE FM TRUST	LEASE PAYMENT - 2022 RAM	137.99	18687
Total For Dept 000.00				272.29	
Dept 100.00 SSO					
6101-100.00-00610.00	WATER - ARLINGTON ROAD	CITY OF BLOOMINGTON UTILI	WATER - ARLINGTON ROAD	76,195.64	18685
6101-100.00-00610.00	WATER - SMITH PIKE	CITY OF BLOOMINGTON UTILI	WATER - SMITH PIKE	5,498.25	18685
6101-100.00-00610.00	WATER - WOODYARD ROAD	CITY OF BLOOMINGTON UTILI	WATER - WOODYARD ROAD	10,388.67	18685
Total For Dept 100.00 SSC				92,082.56	
Dept 500.00 TDO					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 6101 WATER					
Dept 500.00 TDO					
6101-500.00-00615.00	NATURAL GAS - UTILITY	BLICENTERPOINT ENERGY	NATURAL GAS - UTILITY BLI	273.68	532
6101-500.00-00615.00	TELEPHONE - UTIL BLDG	SMITHVILLE COMMUNICATIONS	TELEPHONE - UTIL BLDG	94.46	18689
Total For Dept 500.00 TDC				368.14	
Dept 600.00 TDM					
6101-600.00-00620.00	PART - VACTOR	JACK DOHENY COMPANIES INC	PART - VACTOR	117.78	18694
6101-600.00-00620.00	MUCK BOOTS - WRIGHT	VISA	MUCK BOOTS - WRIGHT	59.99	534
6101-600.00-00620.00	WORK BOOTS - DOUGLAS	VISA	CREDIT CARD CHARGES - WAI	525.78	534
6101-600.00-00631.00	ENGINEERING SERVICES	COPPCSLT LLC	ENGINEERING SERVICES	200.00	18691
6101-600.00-00635.00	COLIFORM TESTS	CITY OF BLOOMINGTON UTILI	COLIFORM TESTS	562.50	18685
6101-600.00-00635.00	UCMR5 TESTING	PACE ANALYTICAL SERVICES,	UCMR5 TESTING	964.00	18697
6101-600.00-00636.00	ANSWERING SERVICE TO 04-(	INDIANA PAGING NETWORK,	ANSWERING SERVICE TO 04-(	124.15	18692
6101-600.00-00636.00	LINE LOCATES - JANUARY 2(	INDIANA UNDERGROUND	LINE LOCATES - JANUARY 2(	86.45	18693
6101-600.00-00650.00	FUEL CHARGES - WATER	KEYSTONE COOPERATIVE	FUEL CHARGES - WATER	844.11	18695
6101-600.00-00650.00	FUEL CHARGES - WATER	KEYSTONE COOPERATIVE	FUEL CHARGES - WATER	614.41	18695
Total For Dept 600.00 TDM				4,099.17	
Dept 700.00 CA					
6101-700.00-00620.00	DOOR HANGERS	WORLD ARTS, INC	DOOR HANGERS	299.29	18700
Total For Dept 700.00 CA				299.29	
Dept 800.00 ADM					
6101-800.00-00615.00	NATURAL GAS - 1150 GUY M	CENTERPOINT ENERGY	NATURAL GAS - 1150 GUY M	142.64	531
6101-800.00-00615.00	TELEPHONE & SECURITY - TC	SMITHVILLE COMMUNICATIONS	TELEPHONE & SECURITY - TC	186.82	18688
6101-800.00-00615.00	ELECTRIC - DPW BUILDING	DUKE ENERGY	ELECTRIC - DPW BUILDING	5.42	533
6101-800.00-00620.00	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	3.69	18696
6101-800.00-00632.00	ACCOUNTING SERVICES - PHF	BAKER TILLY MUNICIPAL ADV	ACCOUNTING SERVICES - PHF	3,225.00	18690
6101-800.00-00636.00	DOCUMENTS SHREDDED	SHREDDING & STORAGE UNLIM	DOCUMENTS SHREDDED	35.00	18698
6101-800.00-00636.00	EXTERMINATOR - TOWN HALL	TERMINIX COMMERCIAL	EXTERMINATOR - TOWN HALL	23.00	18699
6101-800.00-00636.00	ONLINE SERVER BACKUP	VISA	ONLINE SERVER BACKUP	79.75	534
Total For Dept 800.00 ADM				3,701.32	
Total For Fund 6101 WATER				100,822.77	
Fund 6201 WASTEWATER					
Dept 000.00					
6201-000.00-00165.16	LEASE PAYMENT - 2022 RAM	ENTERPRISE FM TRUST	LEASE PAYMENT - 2022 RAM	134.31	17245
6201-000.00-00165.16	LEASE PAYMENT - 2022 RAM	ENTERPRISE FM TRUST	LEASE PAYMENT - 2022 RAM	137.98	17246
Total For Dept 000.00				272.29	
Dept 300.00 CSC					
6201-300.00-00715.00	NATURAL GAS - UTILITY	BLICENTERPOINT ENERGY	NATURAL GAS - UTILITY BLI	273.69	396
6201-300.00-00715.00	TELEPHONE - UTIL BLDG	SMITHVILLE COMMUNICATIONS	TELEPHONE - UTIL BLDG	94.47	17248
6201-300.00-00715.00	HARTSTRAIT FLOW METER	MONDUKE ENERGY	HARTSTRAIT FLOW METER MON	12.24	398
6201-300.00-00715.00	DEPOSIT ON KAYLEE CT LIF	DUKE ENERGY	DEPOSIT ON KAYLEE CT LIF	75.00	399
Total For Dept 300.00 CSC				455.40	
Dept 400.00 CSM					
6201-400.00-00620.00	PART - VACTOR	JACK DOHENY COMPANIES INC	PART - VACTOR	117.77	17256
6201-400.00-00620.00	MUCK BOOTS - WRIGHT	VISA	MUCK BOOTS - WRIGHT	60.00	400
6201-400.00-00620.00	ELECTRICAL TOOLS & BAG	VISA	CREDIT CARD CHARGES - SEW	525.77	400
6201-400.00-00631.00	ENGINEERING SERVICES - SEC	COPPCSLT LLC	ENGINEERING SERVICES - SE	900.00	17252
6201-400.00-00636.00	ANSWERING SERVICE TO 04-(	INDIANA PAGING NETWORK,	ANSWERING SERVICE TO 04-(	124.15	17254
6201-400.00-00636.00	LINE LOCATES - JANUARY 2(	INDIANA UNDERGROUND	LINE LOCATES - JANUARY 2(	86.45	17255
6201-400.00-00650.00	FUEL CHARGES - SEWER	KEYSTONE COOPERATIVE	FUEL CHARGES - SEWER	844.10	17257
6201-400.00-00650.00	FUEL CHARGES - SEWER	KEYSTONE COOPERATIVE	FUEL CHARGES - SEWER	614.41	17257
Total For Dept 400.00 CSM				3,272.65	
Dept 500.00 TDO					
6201-500.00-00615.00	TELEPHONE - WWTP	SMITHVILLE COMMUNICATIONS	TELEPHONE - WWTP	276.96	17249
Total For Dept 500.00 TDC				276.96	

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 6201 WASTEWATER					
Dept 600.00 TDM					
6201-600.00-00618.00	ALUMINUM SULFATE	CITCO WATER	ALUMINUM SULFATE	6,012.90	17251
6201-600.00-00620.00	WELDING SUPPLIES - WWTP	INDIANA OXYGEN COMPANY	WELDING SUPPLIES - WWTP	119.77	17253
6201-600.00-00620.00	SUPPLIES - WWTP	MENARDS - BLOOMINGTON	SUPPLIES - WWTP	24.43	17258
6201-600.00-00620.00	LAB SUPPLIES - WWTP	USA BLUEBOOK	LAB SUPPLIES - WWTP	525.30	17263
6201-600.00-00620.00	HEAVY DUTY SHELVING - WWIVISA		CREDIT CARD CHARGES - SEW	2,378.08	400
6201-600.00-00636.00	COMPUTER SERVICES - WWTP	B-TOWN IT, LLC	COMPUTER SERVICES - WWTP	288.00	17250
6201-600.00-00636.00	SUPPLIES - WWTP	VISA	CREDIT CARD CHARGES - SEW	487.82	400
6201-600.00-00711.00	SLUDGE REMOVAL - WWTP	SYCAMORE RIDGE LANDFILL	SLUDGE REMOVAL - WWTP	3,980.26	17261
		Total For Dept 600.00 TDM		13,816.56	
Dept 700.00 CA					
6201-700.00-00620.00	DOOR HANGERS	WORLD ARTS, INC	DOOR HANGERS	299.29	17264
		Total For Dept 700.00 CA		299.29	
Dept 800.00 ADM					
6201-800.00-00615.00	NATURAL GAS - 1150 GUY	MCCENTERPOINT ENERGY	NATURAL GAS - 1150 GUY MC	142.64	395
6201-800.00-00615.00	TELEPHONE & SECURITY - TCSMITHVILLE COMMUNICATIONS		TELEPHONE & SECURITY - TC	186.82	17247
6201-800.00-00615.00	ELECTRIC - DPW BUILDING	DUKE ENERGY	ELECTRIC - DPW BUILDING	5.42	397
6201-800.00-00620.00	OFFICE SUPPLIES	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	3.69	17259
6201-800.00-00636.00	DOCUMENTS SHREDDED	SHREDDING & STORAGE UNLIM	DOCUMENTS SHREDDED	35.00	17260
6201-800.00-00636.00	EXTERMINATOR - TOWN HALL	TERMINIX COMMERCIAL	EXTERMINATOR - TOWN HALL	23.00	17262
6201-800.00-00636.00	ONLINE SERVER BACKUP	VISA	ONLINE SERVER BACKUP	79.75	400
		Total For Dept 800.00 ADM		476.32	
		Total For Fund 6201 WASTE		18,869.47	
Fund 6205 WASTEWATER CONSTRUCTION FUND					
Dept 000.00					
6205-000.00-00166.60	ARCHITECTURAL SERVICES - SPRINGPOINT ARCHITECTS		ARCHITECTURAL SERVICES -	4,100.00	1010
		Total For Dept 000.00		4,100.00	
		Total For Fund 6205 WASTE		4,100.00	
Fund 6501 STORMWATER					
Dept 400.00 CSM					
6501-400.00-00631.00	ENGINEERING SERVICES - SICOPPCSLT LLC		ENGINEERING SERVICES - SI	350.00	1833
		Total For Dept 400.00 CSM		350.00	
Dept 800.00 ADM					
6501-800.00-00636.00	2025 MS4 ANNUAL MEETING -VISA		2025 MS4 ANNUAL MEETING -	260.00	35
		Total For Dept 800.00 ADM		260.00	
		Total For Fund 6501 STORM		610.00	
Fund 8901 PAYROLL					
Dept 000.00					
8901-000.00-00457.01	DEFERRED COMP	NATIONWIDE RETIREMENT SOINATIONWIDE		994.08	2077
8901-000.00-00721.01	OASDI WITHHELD & MATCHING	INTERNAL REVENUE SERVICE 941 PAYMENT		24,910.02	2076
8901-000.00-00722.01	HEALTH INSURANCE - MARCH	IU HEALTH PLANS	HEALTH INSURANCE - MARCH	43,522.78	8195
8901-000.00-00725.01	PERF CONTRIBUTIONS	INDIANA PUBLIC RETIREMENT	PERF CONTRIBUTIONS	22,824.49	2073
8901-000.00-00725.03	1977 FIRE PENSION	INDIANA PUBLIC RETIREMENT	1977 FIRE PENSION	7,283.00	2074
8901-000.00-00725.04	1977 POLICE PENSION	INDIANA PUBLIC RETIREMENT	1977 POLICE PENSION	2,184.90	2075
8901-000.00-00730.01	FEDERAL WITHHELD	INTERNAL REVENUE SERVICE 941 PAYMENT		19,040.31	2076
8901-000.00-00731.01	STATE WITHHOLDING	INDIANA DEPARTMENT OF REV	STATE & COUNTY TAX	11,863.02	2072
8901-000.00-00732.01	COUNTY WITHHOLDING	INDIANA DEPARTMENT OF REV	STATE & COUNTY TAX	8,194.53	2072
8901-000.00-00733.01	CHILD SUPPORT - KOON	INDIANA CHILD SUPPORT BU	CHILD SUPPORT	1,602.00	2071
8901-000.00-00734.01	LIFE AND AD&D	AMERICAN UNITED LIFE INSUAUL	PREMIUM - MARCH 2025	702.53	8193
8901-000.00-00735.01	VISION INSURANCE - MARCH	ANTHEM BLUE CROSS BLUE SE	VISION INSURANCE - MARCH	454.12	2070
8901-000.00-00737.01	SHORT-TERM	AMERICAN UNITED LIFE INSUAUL	PREMIUM - MARCH 2025	489.70	8193
8901-000.00-00738.01	LONG-TERM	AMERICAN UNITED LIFE INSUAUL	PREMIUM - MARCH 2025	701.61	8193
8901-000.00-00739.01	VOL LIFE	AMERICAN UNITED LIFE INSUAUL	PREMIUM - MARCH 2025	1,002.78	8193
8901-000.00-00758.01	ROTH	NATIONWIDE RETIREMENT SOINATIONWIDE		195.00	2077

02/21/2025 09:41 AM
User: NOELLE
DB: Ellettsville

INVOICE GL DISTRIBUTION REPORT FOR TOWN OF ELLETTSVILLE
POST DATES 02/12/2025 - 02/25/2025
JOURNALIZED
BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 8901	PAYROLL				
Dept 000.00					
8901-000.00-00763.01	DENTAL INSURANCE - MARCH	ANTHEM DENTAL	DENTAL INSURANCE - MARCH	3,534.53	8194
8901-000.00-00767.01	SECTION 125	AFLAC	AFLAC	109.48	2069
8901-000.00-00768.01	SHORT-TERM	AFLAC	AFLAC	19.66	2069
		Total For Dept 000.00		149,628.54	
		Total For Fund 8901 PAYRC		149,628.54	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund Totals:

Fund 1101	GENERAL	36,550.33
Fund 2201	MOTOR VEHICLE F	3,886.97
Fund 2202	LOCAL ROAD AND	11.83
Fund 2204	PARK AND RECREP	530.75
Fund 2228	LAW ENFORCEMENT	550.00
Fund 2256	OPIOID UNRESTRI	378.12
Fund 2402	LOCAL GRANTS &	2,346.58
Fund 2409	NEXT LEVEL TRAI	24,000.00
Fund 2411	LOCAL OPTION IN	45,085.00
Fund 2502	RICHLAND TOWNSH	249,495.28
Fund 4401	CUMULATIVE CAPI	266.00
Fund 4402	CUMULATIVE CAPI	1,217.20
Fund 6101	WATER	100,822.77
Fund 6201	WASTEWATER	18,869.47
Fund 6205	WASTEWATER CONS	4,100.00
Fund 6501	STORMWATER	610.00
Fund 8901	PAYROLL	149,628.54
		<hr/>
		638,348.84

Period Ending: 02/16/2025 Check Date: 02/21/2025

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
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ALLOWANCE OF CLAIMS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED CLAIMS AND THE INVOICES OR BILLS ATTACHED THERE TO ARE TO AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

February 21, 2025

Noelle M. Conyer

NOELLE M. CONYER
FISCAL OFFICER

WE HAVE EXAMINED THE CLAIMS ON THE FOREGOING REGISTER OF CLAIMS, CONSISTING OF _____ PAGES, AND EXCEPT FOR CLAIMS NOT ALLOWED AS SHOWN ON THE REGISTER SUCH CLAIMS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF \$ 200,269.89 DATED THIS 21 DAY OF February, 2025

Scott Oldham
PRESIDENT

Dan Swafford
VICE PRESIDENT

William Ellis
COUNCIL MEMBER

Trevor Sager
COUNCIL MEMBER

Pamela Samples
COUNCIL MEMBER

Period Ending: 02/16/2025

Check Date: 02/21/2025

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount

Fund: 1101						

Totals For: 1101				93,594.79	1,149.75	94,744.54

Fund: 2201						

Totals For: 2201				18,959.46	0.00	18,959.46

Fund: 2204						

Totals For: 2204				514.71	0.00	514.71

Fund: 2240						

Totals For: 2240				5,830.47	0.00	5,830.47

Fund: 2403						

Totals For: 2403				659.16	0.00	659.16

Fund: 2411						

Totals For: 2411				30,510.47	0.00	30,510.47

Fund: 6101						

Totals For: 6101				23,363.04	0.00	23,363.04

Fund: 6201						

Totals For: 6201				22,623.99	0.00	22,623.99

Fund: 6501						

Totals For: 6501				3,064.05	0.00	3,064.05

Grand Totals	02/16/2025			199,120.14	1,149.75	200,269.89

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount

Fund: 1101	GENERAL					

Department: 1101-001.00						

1101-001.00-00101.00	112000	5	ELLIS, WILLIAM P	160.48	0.00	160.48
1101-001.00-00101.00	111600	5	OLDHAM, SCOTT	173.97	0.00	173.97
1101-001.00-00101.00	772400	5	SAGER, TREVOR R	160.48	0.00	160.48
1101-001.00-00101.00	111900	5	SAMPLES, PAMELA S	160.48	0.00	160.48
1101-001.00-00101.00	110800	5	SWAFFORD, DANIEL R	160.48	0.00	160.48
1101-001.00-00101.40	442900	55	RAGLE-WRIGHT, AMBER R	1,263.41	0.00	1,263.41
1101-001.00-00101.45	441900	10	WEAVER, LINDSEY R	237.50	0.00	237.50
1101-001.00-00102.00	443700	10	CONYER, NOELLE M	1,218.32	0.00	1,218.32
1101-001.00-00103.00	444700	10	CANTRELL, KELLEY R	830.05	0.00	830.05
1101-001.00-00110.00	443500	10	PETTYJOHN, SERENA L	830.05	0.00	830.05
Totals For: 1101-001.00				5,195.22	0.00	5,195.22

Department: 1101-002.00 PLANNING						

1101-002.00-00112.00	443200	7	LINE, DENISE K	3,568.88	0.00	3,568.88
1101-002.00-00112.01	443800	7	BURNS, MICHAEL R	2,520.93	0.00	2,520.93
1101-002.00-00112.02	444800	7	JONES, RENEE I	1,084.02	0.00	1,084.02
1101-002.00-00113.00	443200	7	LINE, DENISE K	9.62	0.00	9.62
Totals For: 1101-002.00				7,183.45	0.00	7,183.45

Department: 1101-003.00 FIRE						

1101-003.00-00104.00	333200	30	ABRAMS, TRAVIS L	2,912.50	0.00	2,912.50
1101-003.00-00104.00	331700	30	CLOUSE, CHRISTOPHER M	3,758.65	0.00	3,758.65
1101-003.00-00104.00	339500	30	CLOUSE, RYLAN T	2,604.81	0.00	2,604.81
1101-003.00-00104.00	337800	30	HENRY, DEANNA	2,604.81	0.00	2,604.81
1101-003.00-00104.00	340300	30	JARRETT, SHANE B	2,604.81	0.00	2,604.81
1101-003.00-00104.00	338000	30	MAUDER, BRIAN K	2,700.96	0.00	2,700.96
1101-003.00-00104.00	448400	80	MAY, CODY L	436.12	0.00	436.12
1101-003.00-00104.00	332500	30	PARRISH, KENNY R	3,181.73	0.00	3,181.73
1101-003.00-00104.00	441700	30	PATTON, KEVIN B	4,143.27	0.00	4,143.27
1101-003.00-00104.00	338700	30	PURSELL, RYAN M	2,700.96	0.00	2,700.96
1101-003.00-00104.00	340900	30	SAFT, SAMUEL P	2,604.81	0.00	2,604.81
1101-003.00-00106.00	341400	30	HALTER, ALEXANDER J	1,934.50	383.25	2,317.75
1101-003.00-00106.00	341700	30	HARDY, MAESON R	1,971.00	0.00	1,971.00
1101-003.00-00106.00	343000	30	MERCER, AMELIA R	1,752.00	0.00	1,752.00
1101-003.00-00106.00	342400	30	SCOTT, DARION T	1,934.50	383.25	2,317.75
1101-003.00-00106.00	340500	30	SHADOIN, AUSTIN T	1,934.50	383.25	2,317.75
1101-003.00-00106.00	336600	30	STRANGE, JOSHUA C	438.00	0.00	438.00
1101-003.00-00106.00	342300	30	TERRELL, LEROY D	1,980.13	0.00	1,980.13
1101-003.00-00110.00	331400	30	MEDLEY, DONYA L	2,490.40	0.00	2,490.40
1101-003.00-00113.00	333200	30	ABRAMS, TRAVIS L	105.77	0.00	105.77
1101-003.00-00113.00	340300	30	JARRETT, SHANE B	48.08	0.00	48.08
1101-003.00-00113.00	338000	30	MAUDER, BRIAN K	96.15	0.00	96.15
1101-003.00-00113.00	332500	30	PARRISH, KENNY R	125.00	0.00	125.00
1101-003.00-00113.00	338700	30	PURSELL, RYAN M	48.08	0.00	48.08
1101-003.00-00113.00	340900	30	SAFT, SAMUEL P	38.46	0.00	38.46
1101-003.00-00116.00	333200	30	ABRAMS, TRAVIS L	577.61	0.00	577.61
1101-003.00-00116.00	339200	30	BRITTON, KYLE R	23.75	0.00	23.75
1101-003.00-00116.00	339900	30	BURPO, LOGAN A	500.23	0.00	500.23
1101-003.00-00116.00	337800	30	HENRY, DEANNA	490.47	0.00	490.47
1101-003.00-00116.00	338000	30	MAUDER, BRIAN K	175.30	0.00	175.30
1101-003.00-00116.00	340900	30	SAFT, SAMUEL P	534.03	0.00	534.03

Salaries By GL Fund-Dept Report
For Payroll ID: 313

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
1101-003.00-00116.00	336200	30	SIEBOTT, MATTHEW E	67.13	0.00	67.13
Totals For: 1101-003.00				47,518.52	1,149.75	48,668.27

Department: 1101-004.00 POLICE

1101-004.00-00107.00	223400	40	BROWN, JASON R	2,624.92	0.00	2,624.92
1101-004.00-00107.00	220900	40	DAVIS, CRAIG W	2,837.53	0.00	2,837.53
1101-004.00-00107.00	220200	40	DURNIL, JIMMIE D	3,778.77	0.00	3,778.77
1101-004.00-00107.00	222500	40	LEGGIO, ALEC M	2,837.53	0.00	2,837.53
1101-004.00-00107.00	448400	80	MAY, CODY L	436.11	0.00	436.11
1101-004.00-00107.00	222100	40	MICHAEL, ZACHARY G	2,941.27	0.00	2,941.27
1101-004.00-00107.00	223900	40	MILLER, SAMUEL J	2,624.92	0.00	2,624.92
1101-004.00-00107.00	338400	40	PARRISH, LEVI S	17.08	0.00	17.08
1101-004.00-00107.00	223800	40	ROBINSON, GEORGE F	3,225.65	0.00	3,225.65
1101-004.00-00107.50	224100	40	MINNICK, LEVI K	3,269.23	0.00	3,269.23
1101-004.00-00107.51	901000	40	SALMON, IAN F	210.00	0.00	210.00
1101-004.00-00109.00	224200	40	BUNGER, SHANNON E	1,800.00	0.00	1,800.00
1101-004.00-00109.00	221900	40	FREEMAN, MARK K	237.50	0.00	237.50
1101-004.00-00110.00	222700	40	FIEGLE, LEAH A	2,490.40	0.00	2,490.40
1101-004.00-00113.00	223400	40	BROWN, JASON R	38.46	0.00	38.46
1101-004.00-00113.00	220900	40	DAVIS, CRAIG W	38.46	0.00	38.46
1101-004.00-00113.00	220200	40	DURNIL, JIMMIE D	28.85	0.00	28.85
1101-004.00-00113.00	222500	40	LEGGIO, ALEC M	67.31	0.00	67.31
1101-004.00-00113.00	222100	40	MICHAEL, ZACHARY G	76.92	0.00	76.92
1101-004.00-00113.00	223900	40	MILLER, SAMUEL J	38.46	0.00	38.46
1101-004.00-00113.00	223800	40	ROBINSON, GEORGE F	19.23	0.00	19.23
1101-004.00-00116.00	224000	40	BAKER, MATTHEW A	8.63	0.00	8.63
1101-004.00-00116.00	223600	40	HALL, RICHARD R	299.25	0.00	299.25
1101-004.00-00116.00	222500	40	LEGGIO, ALEC M	1,118.99	0.00	1,118.99
1101-004.00-00116.00	222100	40	MICHAEL, ZACHARY G	632.02	0.00	632.02
1101-004.00-00116.00	223700	40	NEWCOMER, JOHN M	1,668.60	0.00	1,668.60
1101-004.00-00116.00	221600	40	PERIAN, TRAVIS R	87.28	0.00	87.28
1101-004.00-00116.00	223800	40	ROBINSON, GEORGE F	244.23	0.00	244.23
Totals For: 1101-004.00				33,697.60	0.00	33,697.60

Totals For: 1101 93,594.79 1,149.75 94,744.54

Fund: 2201 MOTOR VEHICLE HIGHWAY

Department: 2201-001.00

2201-001.00-00111.01	441400	55	BOWMAN, JOSEPH D	843.97	0.00	843.97
2201-001.00-00111.01	449000	80	BREEDEN, TYLER L	686.20	0.00	686.20
2201-001.00-00111.01	448100	55	DAY, DYLAN R	686.20	0.00	686.20
2201-001.00-00111.01	448800	55	DOUGLAS, NATHANIEL BR	843.97	0.00	843.97
2201-001.00-00111.01	442700	55	FLUKE, KEVIN D	971.47	0.00	971.47
2201-001.00-00111.01	449100	55	GRUBB, COLE B	843.97	0.00	843.97
2201-001.00-00111.01	440300	80	HEADDY, CHARLES KIP	1,189.51	0.00	1,189.51
2201-001.00-00111.01	442000	80	HICKS, STEPHEN J	514.70	0.00	514.70
2201-001.00-00111.01	444600	55	HOBBS, JERRY L	971.47	0.00	971.47
2201-001.00-00111.01	448500	55	HOENE, ROBERT D	871.97	0.00	871.97
2201-001.00-00111.01	444500	80	HUMPHREY, JAY E	971.47	0.00	971.47
2201-001.00-00111.01	447600	80	LENTZ, JORDAN B	686.20	0.00	686.20
2201-001.00-00111.01	448400	80	MAY, CODY L	436.11	0.00	436.11
2201-001.00-00111.01	447700	55	PLUMMER, DILLON	868.76	0.00	868.76
2201-001.00-00111.01	441300	80	RICHARDSON, MICHAEL J	843.97	0.00	843.97
2201-001.00-00111.01	449200	55	STEPHENS, JOSEPH A	843.97	0.00	843.97

Salaries By GL Fund-Dept Report
For Payroll ID: 313

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
2201-001.00-00111.01	447900	80	WRIGHT, DONOVAN C	686.20	0.00	686.20
2201-001.00-00113.00	440300	80	HEADDY, CHARLES KIP	9.62	0.00	9.62
2201-001.00-00113.00	444500	80	HUMPHREY, JAY E	19.23	0.00	19.23
2201-001.00-00116.00	448100	55	DAY, DYLAN R	489.88	0.00	489.88
2201-001.00-00116.00	448800	55	DOUGLAS, NATHANIEL BR	152.12	0.00	152.12
2201-001.00-00116.00	444600	55	HOBBS, JERRY L	534.56	0.00	534.56
2201-001.00-00116.00	444500	80	HUMPHREY, JAY E	872.01	0.00	872.01
2201-001.00-00116.00	448400	80	MAY, CODY L	773.01	0.00	773.01
2201-001.00-00116.00	447700	55	PLUMMER, DILLON	800.42	0.00	800.42
2201-001.00-00116.00	441300	80	RICHARDSON, MICHAEL J	799.03	0.00	799.03
2201-001.00-00116.00	447400	80	VAGEDES, GREGORY J	749.47	0.00	749.47

Totals For: 2201-001.00 18,959.46 0.00 18,959.46

Totals For: 2201 18,959.46 0.00 18,959.46

Fund: 2204 PARK AND RECREATION

Department: 2204-001.00

2204-001.00-00108.01	442000	80	HICKS, STEPHEN J	514.71	0.00	514.71
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Totals For: 2204-001.00 514.71 0.00 514.71

Totals For: 2204 514.71 0.00 514.71

Fund: 2240 LOCAL OPTION INCOME TAX-PUBLIC SAFETY

Department: 2240-003.00 FIRE

2240-003.00-00104.00	339200	30	BRITTON, KYLE R	2,604.81	0.00	2,604.81
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2240-003.00-00113.00	339200	30	BRITTON, KYLE R	48.08	0.00	48.08
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Totals For: 2240-003.00 2,652.89 0.00 2,652.89

Department: 2240-004.00 POLICE

2240-004.00-00107.00	221100	40	BOWLEN, ANTHONY RAY	3,148.73	0.00	3,148.73
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2240-004.00-00113.00	221100	40	BOWLEN, ANTHONY RAY	28.85	0.00	28.85
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Totals For: 2240-004.00 3,177.58 0.00 3,177.58

Totals For: 2240 5,830.47 0.00 5,830.47

Fund: 2403 OWI/SEATBELT GRANT

Department: 2403-001.00

2403-001.00-00001.98	221901	40	FREEMAN, MARK K	525.00	0.00	525.00
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2403-001.00-00001.98	223702	40	NEWCOMER, JOHN M	134.16	0.00	134.16
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Totals For: 2403-001.00 659.16 0.00 659.16

Totals For: 2403 659.16 0.00 659.16

Fund: 2411 LOCAL OPTION INCOME TAX-ECONOMIC DEVELOP

Department: 2411-003.00 FIRE

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
2411-003.00-00104.00	339900	30	BURPO, LOGAN A	2,604.81	0.00	2,604.81
2411-003.00-00104.00	339600	30	JOHNSON, BRENDEN C	2,604.81	0.00	2,604.81
2411-003.00-00104.00	339700	30	MCMANUS, RONALD E	2,604.81	0.00	2,604.81
2411-003.00-00104.00	336200	30	SIEBOTT, MATTHEW E	2,912.50	0.00	2,912.50
2411-003.00-00104.00	330600	30	VANDEVENTER, RONALD S	2,097.84	0.00	2,097.84
2411-003.00-00113.00	339900	30	BURPO, LOGAN A	48.08	0.00	48.08
2411-003.00-00113.00	339600	30	JOHNSON, BRENDEN C	48.08	0.00	48.08
2411-003.00-00113.00	339700	30	MCMANUS, RONALD E	67.31	0.00	67.31
2411-003.00-00113.00	336200	30	SIEBOTT, MATTHEW E	86.54	0.00	86.54
2411-003.00-00113.00	330600	30	VANDEVENTER, RONALD S	86.54	0.00	86.54
Totals For: 2411-003.00				13,161.32	0.00	13,161.32

Department: 2411-004.00 POLICE

2411-004.00-00107.00	224000	40	BAKER, MATTHEW A	2,663.38	0.00	2,663.38
2411-004.00-00107.00	221000	40	BOHALL, ALVA L	2,624.92	0.00	2,624.92
2411-004.00-00107.00	223600	40	HALL, RICHARD R	2,837.53	0.00	2,837.53
2411-004.00-00107.00	223500	40	KOON, JAROD N	2,624.92	0.00	2,624.92
2411-004.00-00107.00	224400	40	MUNCIE, BENJAMIN R	1,127.40	0.00	1,127.40
2411-004.00-00107.00	223700	40	NEWCOMER, JOHN M	2,624.92	0.00	2,624.92
2411-004.00-00107.00	221600	40	PERIAN, TRAVIS R	2,624.92	0.00	2,624.92
2411-004.00-00113.00	221000	40	BOHALL, ALVA L	9.62	0.00	9.62
2411-004.00-00113.00	223600	40	HALL, RICHARD R	38.46	0.00	38.46
2411-004.00-00113.00	223500	40	KOON, JAROD N	19.23	0.00	19.23
2411-004.00-00113.00	224400	40	MUNCIE, BENJAMIN R	9.62	0.00	9.62
2411-004.00-00113.00	223700	40	NEWCOMER, JOHN M	76.92	0.00	76.92
2411-004.00-00113.00	221600	40	PERIAN, TRAVIS R	67.31	0.00	67.31
Totals For: 2411-004.00				17,349.15	0.00	17,349.15
Totals For: 2411				30,510.47	0.00	30,510.47

Fund: 6101 WATER

Department: 6101-500.00 TDO

6101-500.00-00601.00	442700	55	FLUKE, KEVIN D	1,117.51	0.00	1,117.51
6101-500.00-00601.00	440300	80	HEADDY, CHARLES KIP	1,189.86	0.00	1,189.86
6101-500.00-00601.00	444600	55	HOBBS, JERRY L	1,118.77	0.00	1,118.77
6101-500.00-00601.00	444500	80	HUMPHREY, JAY E	971.77	0.00	971.77
Totals For: 6101-500.00				4,397.91	0.00	4,397.91

Department: 6101-600.00 TDM

6101-600.00-00601.00	441400	55	BOWMAN, JOSEPH D	843.97	0.00	843.97
6101-600.00-00601.00	449000	80	BREEDEN, TYLER L	686.20	0.00	686.20
6101-600.00-00601.00	448100	55	DAY, DYLAN R	686.20	0.00	686.20
6101-600.00-00601.00	448800	55	DOUGLAS, NATHANIEL BR	996.10	0.00	996.10
6101-600.00-00601.00	449100	55	GRUBB, COLE B	843.97	0.00	843.97
6101-600.00-00601.00	442000	80	HICKS, STEPHEN J	514.70	0.00	514.70
6101-600.00-00601.00	448500	55	HOENE, ROBERT D	1,537.13	0.00	1,537.13
6101-600.00-00601.00	447600	80	LENTZ, JORDAN B	686.20	0.00	686.20
6101-600.00-00601.00	448400	80	MAY, CODY L	436.12	0.00	436.12
6101-600.00-00601.00	447700	55	PLUMMER, DILLON	945.13	0.00	945.13
6101-600.00-00601.00	441300	80	RICHARDSON, MICHAEL J	843.97	0.00	843.97
6101-600.00-00601.00	449200	55	STEPHENS, JOSEPH A	843.97	0.00	843.97
6101-600.00-00601.00	330600	30	VANDEVENTER, RONALD S	349.64	0.00	349.64
6101-600.00-00601.00	447900	80	WRIGHT, DONOVAN C	686.20	0.00	686.20

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
Totals For: 6101-600.00				10,899.50	0.00	10,899.50
Department: 6101-700.00		CA				
6101-700.00-00601.00	444800	7	JONES, RENEE I	542.01	0.00	542.01
6101-700.00-00601.00	443600	55	MEDLEY, D'ELIZABETH L	1,210.17	0.00	1,210.17
Totals For: 6101-700.00				1,752.18	0.00	1,752.18
Department: 6101-800.00		ADM				
6101-800.00-00601.00	444700	10	CANTRELL, KELLEY R	830.05	0.00	830.05
6101-800.00-00601.00	443700	10	CONYER, NOELLE M	1,218.31	0.00	1,218.31
6101-800.00-00601.00	112000	5	ELLIS, WILLIAM P	160.53	0.00	160.53
6101-800.00-00601.00	443000	55	MEADOWS, SHAWN R	1,355.87	0.00	1,355.87
6101-800.00-00601.00	111600	5	OLDHAM, SCOTT	174.02	0.00	174.02
6101-800.00-00601.00	443500	10	PETTYJOHN, SERENA L	830.05	0.00	830.05
6101-800.00-00601.00	442900	55	RAGLE-WRIGHT, AMBER R	1,263.03	0.00	1,263.03
6101-800.00-00601.00	772400	5	SAGER, TREVOR R	160.53	0.00	160.53
6101-800.00-00601.00	111900	5	SAMPLES, PAMELA S	160.53	0.00	160.53
6101-800.00-00601.00	110800	5	SWAFFORD, DANIEL R	160.53	0.00	160.53
Totals For: 6101-800.00				6,313.45	0.00	6,313.45
Totals For: 6101				23,363.04	0.00	23,363.04
Fund: 6201		WASTEWATER				
Department: 6201-400.00		CSM				
6201-400.00-00601.00	441400	55	BOWMAN, JOSEPH D	844.22	0.00	844.22
6201-400.00-00601.00	449000	80	BREEDEN, TYLER L	686.41	0.00	686.41
6201-400.00-00601.00	448100	55	DAY, DYLAN R	686.41	0.00	686.41
6201-400.00-00601.00	448800	55	DOUGLAS, NATHANIEL BR	996.39	0.00	996.39
6201-400.00-00601.00	442700	55	FLUKE, KEVIN D	971.47	0.00	971.47
6201-400.00-00601.00	449100	55	GRUBB, COLE B	844.22	0.00	844.22
6201-400.00-00601.00	440300	80	HEADDY, CHARLES KIP	1,189.51	0.00	1,189.51
6201-400.00-00601.00	442000	80	HICKS, STEPHEN J	514.70	0.00	514.70
6201-400.00-00601.00	444600	55	HOBBS, JERRY L	1,118.47	0.00	1,118.47
6201-400.00-00601.00	448500	55	HOENE, ROBERT D	1,019.23	0.00	1,019.23
6201-400.00-00601.00	444500	80	HUMPHREY, JAY E	971.47	0.00	971.47
6201-400.00-00601.00	447600	80	LENTZ, JORDAN B	686.41	0.00	686.41
6201-400.00-00601.00	448400	80	MAY, CODY L	435.85	0.00	435.85
6201-400.00-00601.00	447700	55	PLUMMER, DILLON	868.49	0.00	868.49
6201-400.00-00601.00	441300	80	RICHARDSON, MICHAEL J	844.22	0.00	844.22
6201-400.00-00601.00	449200	55	STEPHENS, JOSEPH A	844.22	0.00	844.22
6201-400.00-00601.00	330600	30	VANDEVENTER, RONALD S	349.64	0.00	349.64
6201-400.00-00601.00	447900	80	WRIGHT, DONOVAN C	686.41	0.00	686.41
Totals For: 6201-400.00				14,557.74	0.00	14,557.74
Department: 6201-700.00		CA				
6201-700.00-00601.00	444800	7	JONES, RENEE I	542.01	0.00	542.01
6201-700.00-00601.00	443600	55	MEDLEY, D'ELIZABETH L	1,210.17	0.00	1,210.17
Totals For: 6201-700.00				1,752.18	0.00	1,752.18
Department: 6201-800.00		ADM				
6201-800.00-00601.00	444700	10	CANTRELL, KELLEY R	830.30	0.00	830.30

Salaries By GL Fund-Dept Report
For Payroll ID: 313

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
6201-800.00-00601.00	443700	10	CONYER, NOELLE M	1,218.68	0.00	1,218.68
6201-800.00-00601.00	112000	5	ELLIS, WILLIAM P	160.48	0.00	160.48
6201-800.00-00601.00	443000	55	MEADOWS, SHAWN R	1,355.87	0.00	1,355.87
6201-800.00-00601.00	111600	5	OLDHAM, SCOTT	173.97	0.00	173.97
6201-800.00-00601.00	443500	10	PETTYJOHN, SERENA L	830.30	0.00	830.30
6201-800.00-00601.00	442900	55	RAGLE-WRIGHT, AMBER R	1,263.03	0.00	1,263.03
6201-800.00-00601.00	772400	5	SAGER, TREVOR R	160.48	0.00	160.48
6201-800.00-00601.00	111900	5	SAMPLES, PAMELA S	160.48	0.00	160.48
6201-800.00-00601.00	110800	5	SWAFFORD, DANIEL R	160.48	0.00	160.48
Totals For: 6201-800.00				6,314.07	0.00	6,314.07
Totals For: 6201				22,623.99	0.00	22,623.99

Fund: 6501	STORMWATER					

Department: 6501-400.00	CSM					

6501-400.00-00601.00	448400	80	MAY, CODY L	435.85	0.00	435.85
6501-400.00-00601.00	447700	55	PLUMMER, DILLON	96.04	0.00	96.04
6501-400.00-00601.00	447400	80	VAGEDES, GREGORY J	2,532.16	0.00	2,532.16
Totals For: 6501-400.00				3,064.05	0.00	3,064.05
Totals For: 6501				3,064.05	0.00	3,064.05

Grand Totals				199,120.14	1,149.75	200,269.89

**RESOLUTION 10-2025
ADDITIONAL APPROPRIATION**

Whereas, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget; now, therefore:

Section 1 Be it resolved by the Town Council of the Town of Ellettsville, Monroe County that for the expenses of the taxing unit, the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to the laws governing the same:

Fund Name: General Fund	Amount Requested
Major Budget Classification: Personal Services Fire	\$70,000.00
Total for General Fund:	\$70,000.00

Adopted this 27th day of February 2025.

AYE

NAY

Scott Oldham, President

Scott Oldham, President

Dan Swafford, Vice President

Dan Swafford, Vice President

William Ellis

William Ellis

Trevor Sager

Trevor Sager

Pamela Samples

Pamela Samples

ATTEST:

Noelle M. Conyer, Clerk-Treasurer

**Ordinance 2025-05
to Amend the 2025 Salary Ordinance 2024-27**

WHEREAS, The Town Council of Ellettsville, Monroe County, Indiana established the salaries for the said Budget Year 2025; and

WHEREAS, it has been determined that the position Fire Inspector be changed to Fire Marshal:

WHEREAS, it has been determined that a new position of Deputy Fire Inspector be added and a rate included:

THEREFORE BE IT ORDAINED AND ADOPTED by The Council of the Town of Ellettsville, Monroe County, Indiana that Ordinance 2024-27 be amended by adding the following:

Fire Inspector

Change from	from	Fire Inspector
	to	Fire Marshal

Deputy Fire Marshal

Rate added to include	from	\$28.08	previously
	to	\$32.57	\$23.32 to \$24.57 at 2904 hrs

This Ordinance is passed and adopted by the Ellettsville Town Council, Ellettsville, Indiana on the 24th day of February, 2025.

AYE

NAY

Scott Oldham President

Dan Swafford Vice President

Pamela Samples

William Ellis

Trevor Sager

Attested: _____
Noelle M. Conyer Clerk-Treasurer

FIRST AMENDMENT MASTER GOVERNMENTAL LEASE AGREEMENT

Dated: February 28, 2025

**AMENDING THE MASTER GOVERNMENTAL LEASE AGREEMENT DATED JULY
2, 2024 BETWEEN**

**THE TOWN OF ELLETTSVILLE, INDIANA
as Borrower**

and

**THE PEOPLES STATE BANK
as Lender**

FIRST AMENDMENT TO MASTER GOVERNMENTAL LEASE AGREEMENT

This **FIRST AMENDMENT TO MASTER GOVERNMENTAL LEASE AGREEMENT** dated February 28, 2025 (the "First Amendment to Lease") is made and entered into by **THE TOWN OF ELLETTSVILLE, INDIANA**, a municipal corporation under the laws of the State of Indiana (the "Borrower"), and **THE PEOPLES STATE BANK**, an Indiana state chartered bank, as lender (the "Lender"), and amends the Master Governmental Lease Agreement dated **July 2, 2024** between the Borrower and the Lender (the "Original Lease," the Original Lease as amended and supplemented by this First Amendment to Lease and by the hereinafter defined Schedule No. 1, the "Master Governmental Lease Agreement").

RECITALS

WHEREAS, the Borrower and the Lender entered into the Original Lease on **July 2, 2024** to provide for financing of certain equipment for the benefit of the Borrower; and

WHEREAS, the concurrently with the entry into the Original Lease, the Borrower and the Lender entered into Schedule No. 1 to the Master Governmental Lease Agreement ("Schedule No. 1") to evidence the financing of certain equipment; and

WHEREAS, the Borrower and the Lender now desire to enter into additional Schedules under the Original Lease for future financing for the benefit of the parties; and

WHEREAS, the Original Lease included a limitation on the amount that could be financed under the Original Lease; and

WHEREAS, the Borrower and the Lender now desire to amend the Original Lease to increase the maximum amount that can be borrowed under the Master Governmental Lease Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Borrower and the Lender hereby covenant and agree as follows:

1.) The definition of "Maximum Aggregate Advance Amount" contained in the Original Lease is hereby amended and restated in its entirety as follows:

Maximum Aggregate Advance Amount shall mean **TWO MILLION FOUR HUNDRED TWENTY-THREE THOUSAND FIFTY-ONE AND 00/100 DOLLARS (\$2,423,051.00)**.

2.) The Borrower hereby ratifies and confirms its obligations under the Original

Lease, and represents and warrants to the Lender that no breach currently exists under the Original Lease.

3.) The Original Lease as supplemented by Schedule No. 1, shall remain in full force and effect, except to the extent modified or amended by the terms of this First Amendment to Lease Agreement.

4.) This First Amendment to Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower and the Lender have each caused this First Amendment to Lease Agreement to be executed in its name, and attested to the extent provided, by an officer or officers thereof duly authorized thereunto, on the date first set forth above.

THE TOWN OF ELLETTSVILLE, INDIANA

as Borrower

By _____
Scott Oldham, President

SEAL

Attest: _____
Noelle M. Conyer, Clerk Treasurer

THE PEOPLES STATE BANK, as Lender

By _____
Braxton Harris, Commercial Loan Officer

SCHEDULE NO. 2
TO
MASTER GOVERNMENTAL LEASE AGREEMENT
Dated July 2, 2024
by and between
THE TOWN OF ELLETTSVILLE, INDIANA
and
THE PEOPLES STATE BANK

February 28, 2025

This Schedule is made and delivered on the above date pursuant to the above-referenced Master Governmental Lease Agreement (the "Agreement") by the undersigned **Town of Ellettsville, Indiana** (the "Borrower") and The Peoples State Bank, as lender (the "Lender").

A. Integration of Agreement; Definition of Terms

(a) This Schedule is delivered pursuant to the Agreement and is hereby integrated into and made a part of the Agreement as provided therein.

(b) Capitalized terms used herein without definition shall have the respective meanings assigned in the Agreement.

B. Advance for Equipment

Pursuant to Section 5.01 of the Agreement, and at the written request of the Borrower, which request the Borrower hereby confirms, the Lender has advanced the amount of **\$240,401.00** (the "Advance") to effect the acquisition of the within described Equipment for the use and benefit of the Borrower pursuant to the Agreement.

C. Description and Location of the Equipment; Insurance

(1) The Equipment to be acquired with the proceeds of the Advance is described or identified on Exhibit A hereto.

(2) The Equipment shall be located and used within the jurisdiction of the Borrower, on Property owned by the Borrower, as described on Exhibit B hereto.

(3) The Borrower shall provide insurance with respect to the Equipment described herein as provided in the Agreement, including without limitation the following:

2025 Kenworth T480 Plow Truck w/ Pintle Hitch, VIN # TBD, and as further described in Exhibit A

D. Term of Schedule

(1) The term of this Schedule shall be a period of approximately 3 years of 36 consecutive calendar months, which term shall, subject to Article 12 of the Agreement, consist of an initial term beginning on February 28, 2025 and ending on December 31, 2025 (being the last day of the Fiscal Year of the Borrower in which this Schedule is delivered) and continuing thereafter for three consecutive renewal terms of one year each coincident with the Fiscal Year of the Borrower and a final renewal term running from January 1, 2027 through December 6, 2027.

(2) As provided in Section 6.01 of the Agreement, and subject to all provisions of the Agreement, the Agreement with respect to the Equipment described in this Schedule shall be automatically and successively renewed at the end of the initial term, and at the end of each successive renewal term thereafter, for the then next succeeding renewal term until the term of this Schedule shall have expired.

E. Financing Payments

(1) The respective principal and interest portions of the Financing Payments are set forth on Exhibit C hereto.

(2) The outstanding principal amount of the Advance made by the Lender pursuant to this Schedule shall bear interest at a per annum rate of interest (computed on the basis of a 360 day year of actual days elapsed) equal to the Applicable Rate, as determined by the Lender and adjusted from time to time as provided herein, in accordance with the Agreement.

(3) Pursuant to Section 6.02 of the Agreement, and subject to Article 12 of the Agreement, the Borrower shall pay Financing Payments to the Lender in respect of the Advance made by the Lender pursuant to this Schedule in the amounts and on the dates as follows:

(a) On the sixth day of June, 2025 and continuing on the sixth day of each June and December thereafter through and including December 6, 2027, the applicable principal amount set forth on the Payment Schedule attached hereto as Exhibit C, plus interest accrued to such date of payment, and

(b) on December 6, 2027, an amount equal to the outstanding principal amount of such Advance plus interest accrued thereon to such date of payment.

(4) The Advance made by the Lender pursuant to this Schedule is subject to

prepayment on any date on or after **February 28, 2025** upon twenty (20) days' written notice from the Borrower to the Lender at 100% of the principal amount of the prepayment, plus interest accrued on such principal amount to the date of such prepayment.

(5) The Applicable Rate shall be determined by the Lender as provided therefore and shall become effective on each Interest Rate Adjustment Date and shall remain in effect until the next succeeding Interest Rate Adjustment Date.

(6) For purposes of determining the Applicable Rate, the following terms shall have the following meanings:

Applicable Rate shall mean:

(a) the Tax-Exempt Rate for the period beginning on the date of delivery of this Schedule and ending on the date immediately preceding the Taxability Date; and

(b) the Taxable Rate for the period beginning on the Taxability Date and continuing thereafter.

Tax-Exempt Rate shall mean a fixed per annum rate of interest equal to **4.75%**.

Taxability Date shall mean the earliest date from which the Interest Portion of the Financing Payments with respect to the Advance under this Schedule is determined to be Taxable.

Taxable Rate shall mean a per annum rate of interest equal to **7.210% (fixed or variable subject to periodic adjustment)** that would provide the Lender an after-tax yield on the then outstanding principal amount of the Advance at least equal to the after-tax yield the Lender would have received if a Determination of Taxability had not been made.

F. Conditions Precedent

The conditions of the Lender precedent to the Advance are set forth on Exhibit D.

G. Miscellaneous

The Borrower hereby represents and warrants to the Lender that it has properly complied with all applicable procurement laws and requirements for its entry into this Schedule.

The Borrower hereby agrees, to the extent the UCC is ever deemed not applicable to the pledge of the Collateral made under the Agreement and this Schedule, such pledge shall be effective pursuant to IC 5-1-14-4.

IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Schedule to be executed and delivered, under seal, and attested to the extent provided, by officers thereof duly authorized thereunto, on the date set forth above.

THE TOWN OF ELLETTSVILLE, INDIANA
as Borrower

By _____
Scott Oldham, President

SEAL

Attest: _____
Noelle M. Conyer, Clerk Treasurer

THE PEOPLES STATE BANK, as Lender

By _____
Braxton Harris, Commercial Loan Officer

Exhibit A to Schedule No. 2

Description or Identification of Equipment

2025 Kenworth T480 Plow Truck With Pintle Hitch, VIN # Not Yet Available, 13' Beau-Roc Body Hood Mod and Spreader, and All Future Fixtures, Modifications, and/or Attachments.

Sales Order Attached Below:

Palmer Trucks				BUYER'S ORDER	
Kenworth of Indianapolis East 9704 E 30th St, Indianapolis, IN 46229 (800) 827-8421					
PURCHASER <u>Town of Ellettsville</u>			DATE <u>10/3/2024</u>		
ADDRESS <u>104 South Park Street</u>		CITY <u>Ellettsville</u>	STATE <u>IN</u>	ZIP <u>47429</u>	
COUNTY <u>Monroe</u>		TELEPHONE # <u>(812) 876-8616</u>	CELL # <u>(812) 327-1910</u>		
DOT # _____	E-MAIL <u>kheady@ellettsville.in.us</u>				
STOCK # <u>TBD</u>	YEAR <u>2025</u>	MAKE <u>Kenworth</u>	MODEL <u>T-480</u>		
VIN # <u>T B D</u>	DESCRIPTION <u>2025 KW T480 Plow Truck w Pintle</u>				
PRICES ON ORDERED TRUCKS ARE SUBJECT TO CHANGE AS STATED IN CONDITION 2 ON PAGE 2					
> 2025 Kenworth T480 Plow Truck w Pintle Hitch Per Quote Number: QUO-1016551-H6X6P6 Printed On: 10/3/2024 6:11:02 AM				\$ 130,646.00	
> PPTe 13' Beau-Roc Body Hood Mod and Spreader per Quote 24248				107,955.00	
>Chassis to be paid for within 15 days of arriving at the dealership. PPTe Up-fit to be paid upon completion of the truck.					
>PDI, DOT Inspection, fuel and local delivery				1,800.00	
-Priced per Sourcewell. Customer account #198685					
GROSS TRADE ALLOWANCE		FET TIRE CREDIT		0.00	
BALANCE OWED		SUB-TOTAL		\$ 240,401.00	
NET TRADE ALLOWANCE		SALES TAX		0.00	
TRADE SUBJECT TO REAPPASAL AT DELIVERY		FEDERAL EXCISE TAX		0.00	
TRADE: YEAR	MAKE	MODEL	TOTAL PRICE		
			\$ 240,401.00		
VIN			NET TRADE ALLOWANCE		
			0.00		
LIENHOLDER		PHONE	RECEIPT#	DEPOSIT	
				0.00	
ADDRESS			CASH AT CLOSE		
			0.00		
CITY	STATE	ZIP	BALANCE DUE		
			\$ 240,401.00		
<p align="center">DISCLAIMER OF WARRANTIES</p> <p>THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.</p>				<p>This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.</p> <p>The customer certified is 18 years of age or over and warrants true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above</p> <p>The undersigned purchaser acknowledges has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.</p>	
<p>THIS TRUCK IS SOLD</p> <p><input checked="" type="checkbox"/> WITH MANUFACTURERS STANDARD NEW TRUCK WARRANTY</p> <p><input type="checkbox"/> AS IS - WITH ALL FAULTS, I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT.</p> <p>Purchaser hereby acknowledges the purchase of the truck as is, with all faults knowingly accepted and without any warranties express or implied, other than as indicated above by purchaser initial.</p> <p align="center">Purchaser's Initials <u>MF</u></p>				<p align="center">ADDITIONAL TERMS ON PAGE 2</p> <p>PURCHASER <u>Town of Ellettsville</u></p> <p>BY <u>Michael Farmer</u> October 3, 2024 | 2</p> <p>SALESPERSON <u>Austin Woodrum</u></p> <p>ACCEPTED BY <u>Thomas Ritter</u> October 3, 2024 | 1</p>	
<p align="center">THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER</p>					

Exhibit B to Schedule No. 2

Location of Equipment

Any location(s) within the municipal jurisdiction of the Borrower that are considered usual, ordinary, and/or appropriate for the intended use of the equipment.

Exhibit C to Schedule No. 2

The principal and interest portions of the Financing Payments to be made pursuant to the above Schedule are set forth, and separately stated for purposes of compliance with the Code, as follows:

<i>Date: 02/18/2025</i>			The Peoples State Bank				<i>Page 1</i>
Funding Date:	02/28/2025	Compounding:	U.S. Rule	Principal:	240,401.00		
First Payment Date:	06/06/2025	Period:	Actual/360	Initial Interest Rate:	0.000%		
		Pmt Schedule:	Semi-Annually	Interest Rate:	4.750%		
				Pmt Amount:	43,038.24		
Payment Number	Payment Date	Days	Payment Amount	Interest Amount	Principal Reduction	Outstanding Balance	Equity Built
1	06/06/2025	98	\$43,038.24	3,108.52	39,929.72	200,471.28	\$39,929.72
2	12/06/2025	183	\$43,038.24	4,840.55	38,197.69	162,273.59	\$78,127.41
3	06/06/2026	182	\$43,038.24	3,896.82	39,141.42	123,132.17	\$117,268.83
4	12/06/2026	183	\$43,038.24	2,973.13	40,065.11	83,067.06	\$157,333.94
5	06/06/2027	182	\$43,038.24	1,994.76	41,043.48	42,023.58	\$198,377.42
6	12/06/2027	183	\$43,038.27	1,014.69	42,023.58	.00	\$240,401.00
2027	Totals:		258,229.47	17,828.47	240,401.00		
	Grand Totals:		258,229.47	17,828.47	240,401.00		
<i>This amortization schedule is provided to you for your convenience. The amortization may include estimates based upon information provided by you. Actual terms of credit offered by us may vary from this amortization schedule. The outstanding balance shown above will vary from your actual outstanding balance owed to the Bank because of the timing of payments.</i>							

Exhibit D to Schedule No. 1

CONDITIONS PRECEDENT

The agreement of the Lender to make the Advance is subject to the satisfaction by the Borrower of each of the following conditions precedent thereto:

- (a) (1) No Event of Default shall have occurred and be continuing.
 - (2) The representations and warranties made by the Borrower in the Master Governmental Lease Agreement shall be true and correct.
 - (3) The Borrower shall have performed or observed all agreements, covenants, and conditions required by the Lender to be performed or observed by the Borrower.
- (b) Any proceedings taken in connection with the performance and observance of the provisions of this Master Governmental Lease Agreement shall be reasonably satisfactory to the Lender and the Lender shall have received, in form and substance satisfactory to Lender and counsel therefor:

(1) Master Governmental Lease Agreement. The Master Governmental Lease Agreement, duly and validly executed and delivered by or on behalf of the Borrower, together with (A) acknowledgment copies of financing statements duly filed under the UCC of all jurisdictions necessary or, in the opinion of the Lender, desirable to perfect the security interests created by such Master Governmental Lease Agreement, and (B) evidence of the public recordation or filing of such of the Master Governmental Lease Agreement as the Lender deems it necessary or desirable to record or file publicly, in such offices as the Lender shall require.

(2) Perfected Security Interest. Evidence of Lien searches, through a date satisfactory to the Lender, showing no Liens affecting the Collateral securing the Obligations other than Liens in favor of the Lender in connection herewith.

(3) Consents. Evidence that the Borrower and the Obligors have obtained all requisite consents and approvals required to be obtained from any Person to permit the consummation of the Transaction.

(4) Opinion of Counsel. An Opinion of Counsel in form and of content satisfactory to the Lender, to the effect that the Master Governmental Lease Agreement is the valid and binding obligation of the Borrower and the Obligors, if any, and is enforceable against the Borrower and the Obligors, if any, in accordance with its terms under the laws of the State of Indiana.

(5) Organization and Approvals. A certified copy of (i) the incorporation and organization papers of the Borrower and all Obligors and (ii) all action taken by the Borrower and all Obligors under the Master Governmental Lease Agreement approving and authorizing the Master Governmental Lease Agreement, and all amendments or supplements thereto, and the consummation of the Transaction.

(6) Certificate of Borrower. A certificate by the Borrower to the effect that, as of such date, and after giving effect thereto: (i) no Event of Default shall have occurred and be continuing; and (ii) the representations and warranties made by the Borrower in the Master Governmental Lease Agreement are true in all material respects on and as of such date with the same force and effect as if made on and as of such date.

(7) Federal Tax Documents. Such agreements, certificates, documents, and notices (including without limitation such certificates as may be required by Treas. Reg. Section 1.148-2(b)(2)(i) and Treas. Reg. Section 1.149(e)-1) as may be required to establish or provide for the exclusion of the Interest Portion of the Financing Payments from the gross income of the Lender for purposes of federal income taxation.

(8) Additional Evidence. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Lender or its counsel may reasonably request to evidence (a) compliance by the Borrower and all Obligors with contractual and legal requirements, (b) the truth and accuracy, as of such date, of the respective representations of the Borrower and all Obligors contained in the Master Governmental Lease Agreement, and (c) the due performance or satisfaction by the Borrower and all Obligors, at or prior to such date, of all agreements then required to be performed and all conditions then required to be satisfied pursuant to the Master Governmental Lease Agreement.

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”), dated February 28, 2025, and entered into among THE PEOPLES STATE BANK (together with its successors and assigns, “Lessor”), THE TOWN OF ELLETTSVILLE, INDIANA (“Lessee”), and THE PEOPLES STATE BANK (together with its successors and assigns, “Escrow Agent”).

Name of Escrow Fund: “Town of Ellettsville Escrow Fund”

Amount of Deposit into the Escrow Fund: \$240,401.00

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Master Governmental Lease Agreement dated July 2, 2024, by and between the Lessor and the Lessee (the “Master Lease Agreement”), as amended by the First Amendment to Master Lease Agreement and Schedule No. 2 to Master Governmental Lease Agreement dated February 28, 2025 (“Amendment” and “Schedule No. 2” and together with the Master Lease Agreement, the “Agreement”).

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Agreement, and this Escrow Agreement will be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the “Escrow Fund”) to be held and administered by Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Escrow Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of the Treasurer and/or Business Manager of the Lessee, in accordance with the Non-Arbitrage and Federal Tax Matters Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If the Treasurer and/or Business Manager of the Lessee fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in Section 6(vi) below. Such investments will be held by Escrow Agent in the Escrow Fund; any interest and gain earned on such investments will be deposited in the Escrow Fund, and any losses on such investments will be charged to the Escrow Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United

States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated in the same rating category as obligations of the United States of America by either Moody's Investors Service, Inc. or Standard & Poor's Ratings Services, a division of McGraw-Hill Financial, Inc.

7. Moneys in the Escrow Fund will be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Such payment will be made from the Escrow Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with all invoices for the costs of the acquisition of said Equipment requested in such Payment Request and Acceptance Certificate and a written approval by Lessor of the Vendor being paid. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Escrow Fund will terminate upon the occurrence of the earlier of (a) the disbursement of all funds held under the Escrow Fund, or (b) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Escrow Fund will be used to pay the next due Financing Payments described in the Agreement.

9. Upon receipt of written notice from the Lessor or Lessee that an Event of Default has occurred under the Agreement or that Lessee has determined not to complete the acquisition of the Equipment, the Escrow Agent shall liquidate all investments held in the Escrow Fund and transfer the proceeds thereof and all other moneys held in the Escrow Fund and under the Escrow Agreement to the Lessor to be applied to prepay the amounts due under the Agreement, all as determined in writing by the Lessor.

10. Escrow Agent may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this

Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

11. Any corporation or association into which Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

12. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Escrow Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee.

13. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

14. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

15. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of [\$-0-], to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

16. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

THE PEOPLES STATE BANK
LESSOR

By _____
Braxton Harris, Commercial Loan Officer

THE TOWN OF ELLETTSVILLE, INDIANA
LESSEE

By _____
Scott Oldham, President

THE PEOPLES STATE BANK
ESCROW AGENT

By _____
Braxton Harris, Commercial Loan Officer

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Peoples State Bank, as Escrow Agent
P.O. Box 128
Ellettsville, IN 47429

Re: Town of Ellettsville Escrow Fund established by the Escrow Agreement dated as of February 28, 2025 (the “Escrow Agreement”), among The Peoples State Bank, as lessor (“Lessor”), The Town of Ellettsville, Indiana, as lessee (“Lessee”) and The Peoples State Bank, as Escrow Agent (the “Escrow Agent”)

Ladies and Gentlemen:

Escrow Agent is hereby requested to pay from the Escrow Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the “Equipment” that is listed in Exhibit B to Schedule No. 2 to the Master Governmental Lease Agreement dated February 28, 2025, by and between the Lessor and the Lessee as described in the Escrow Agreement.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
-----------------	----------------------	-------------	---------------

Payee: _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is the payment currently due on said Equipment.
- (2) The Lessee has inspected the Equipment and hereby accepts the Equipment for all purposes under the Agreement (as defined in the Escrow Agreement).
- (3) Each Item of Equipment is of a size, design, capacity, specification and manufacture selected by Lessee, is in good condition, and has been satisfactorily delivered.
- (4) The Equipment is personal property and is not now nor will it become either real property or a fixture or inventory.

(5) The use of the Equipment is essential, necessary, useful, and appropriate to the lawful purposes of Lessee.

(6) There is not existing, and Lessee will not directly or indirectly create, incur, assume or suffer to exist, any Lien on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of the Lessor.

(7) The Lessee is satisfied that the Equipment is suitable for Lessee's purposes and responsibly selected the vendor, manufacturer or supplier of the Equipment.

(8) Lessor is not a manufacturer of the Equipment nor a dealer in property of the kind of the Equipment.

(9) The Lessee waives any defenses which it may have now or in the future against Lessor arising from the Equipment, its operation, delivery, condition, defects, installations, or any other matter concerning the Equipment.

(10) The Lessee accepts the Equipment AS IS, WHERE IS and acknowledges Lessor's disclaimer of warranties contained in Section 5.04 of the Agreement.

(11) The Lessee has no agreement regarding the Equipment with any vendor, manufacturer, broker, repair service, landlord or other party (excluding Lessor) except as listed here:

[NONE]

Lessor is not bound by any representation, warranty or agreement made by any other party.

(12) The Lessee acknowledges and confirms that the Agreement is in full force and effect and is the legal, valid and binding obligation of the Lessee enforceable against the Lessee in accordance with its terms and that no default or Event of Default under the Agreement exists on the date hereof. The Lessee hereby makes and republishes all of its agreements, covenants, representations and warranties under the Agreement and acknowledges that it has no defenses or claims against Lessor under the Agreement on the date hereof.

Dated: _____, 20__.

BORROWER
LESSEE

By: _____
Title: _____

APPROVED:

THE PEOPLES STATE BANK
LESSOR

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Agreement.

Dated: _____

BORROWER

LESSEE

By: _____

Title: _____

PAY PROCEEDS LETTER

SCHEDULE NO. 2 TO MASTER GOVERNMENTAL LEASE AGREEMENT
DATED AS OF FEBRUARY 28, 2025

BETWEEN
THE PEOPLES STATE BANK
AND
THE TOWN OF ELLETTSVILLE, INDIANA

DATED: February 28, 2025

THE PEOPLES STATE BANK
P.O. Box 128
Ellettsville, IN 47429

Re: Schedule No. 2 (the "Schedule") to Master Governmental Lease Agreement (the "Master Lease Agreement") dated as of February 28, 2025 between The Peoples State Bank (the "Bank") and The Town of Ellettsville, Indiana (the "Borrower") (the Master Lease Agreement together with the Schedule, the "Agreement")

Borrower hereby directs the Bank to transfer **\$240,401.00** of the proceeds of the Schedule to The Peoples State Bank, as Escrow Agent (the "Escrow Agent") for deposit into the Town of Ellettsville Escrow Fund created pursuant to the Escrow Agreement dated February 28, 2025 among the Bank, the Borrower and the Escrow Agent.

THE TOWN OF ELLETTSVILLE, INDIANA
as Borrower

By _____
Scott Oldham, President

NON-ARBITRAGE AND FEDERAL TAX MATTERS CERTIFICATE

We, the undersigned, certify that we are the duly elected, appointed or employed officials of The Town of Ellettsville, Indiana (“Borrower”), holding the offices appearing under our names, are the officials under whose jurisdiction the proceeds received by the Borrower under the terms and provisions of the Master Governmental Lease Agreement, dated July 2, 2024 between the Borrower and The Peoples State Bank (the “Lessor”), as amended (the “Original Lease”), including as amended by Schedule No. 2, dated February 28, 2025 (the “Schedule”, together with the Original Lease, as amended, the “Lease”), will be expended, are authorized to execute this certificate on behalf of the Borrower and are officers of the Borrower charged by the Borrower pursuant to Resolution No. 03-2025 of the Town Council of the Borrower adopted at its meeting on January 27, 2025.

We further certify that:

1. Code Provisions. The purpose of this certificate is to, among other matters, set forth the facts and estimates upon which the Borrower represents that the Lease and the Financing Payments (as defined in the Lease) due thereunder do not and will not bear interest which is includable in the gross income of the recipients thereof. The Borrower is basing its reasonable expectations that the Lease and the Financing Payments due thereunder are not private activity bonds or arbitrage bonds under (a) the applicable sections of the Internal Revenue Code of 1986, as amended and as in effect on the date hereof (“Code”) and (b) Treasury Regulations Sections 1.141-1 through -16, 1.148-1 through -11, 1.149(b)-1, 1.149(e)-1, 1.149(g)-1 and 1.150-1 through -2 to the extent applicable on the date hereof (collectively, “Regulations”). Unless otherwise indicated by the context in which they are used, the words and phrases in this certificate shall have the meaning ascribed to them in the Regulations.

2. The Financing Payments. We are cognizant of the facts and circumstances regarding the Financing Payments payable by the Borrower under the Lease with respect to the Schedule. The principal amount of the Financing Payments due under the Lease for the Schedule, subject to annual appropriation, is in the amount of \$240,401. \$240,401 of proceeds received by the Borrower under the Lease for the Schedule are to be used for the costs of purchasing and acquiring the Equipment (as described in Exhibit A-1 to each of the Schedule).

3. Sale Proceeds. The Borrower will receive \$240,401 of proceeds from the Lessor under the Lease, with no accrued interest (collectively, the “Sale Proceeds”).

4. Disposition of Sale Proceeds. The Sale Proceeds will be: (i) paid directly to the vendors, or (ii) deposited to a fund (the “Escrow Fund”) and used to pay costs of acquiring the Equipment.

5. Escrow Fund. The funds held in the Escrow Fund shall be used to finance the costs of acquiring the Equipment. The Borrower represents none of the Sale Proceeds will be used to reimburse the Borrower for costs of the Equipment paid by the Borrower prior to the date hereof. The Borrower further represents that it reasonably expects that all of the Sale Proceeds will be expended on the acquisition of the Equipment within six (6) months of the date hereof.

Based upon the above, the Borrower reasonably expects that the Escrow Fund will qualify for the temporary period described in Regulations Section 1.148-2(e)(2) and moneys in such fund may be invested at an unrestricted yield.

6. No Disposition of Equipment. The Borrower reasonably expects that the Equipment will not be sold or otherwise disposed of, in whole or in part, while Financing Payments are due under the Schedule.

7. Payment of Financing Payments. Financing Payments due each year under the Schedule will, subject to annual appropriation by the Borrower, be paid from the Borrower's General Funds in an amount not exceeding the Financing Payments payable therefrom, and it is reasonably expected that the amounts held by the Borrower to pay Financing Payments on the Schedule in any given year (the "Annual Rent Payment Funds") will not exceed the amount of Financing Payments payable for that year. The Borrower expects that the Annual Rent Payment Funds will not be held for more than thirteen (13) months and that such Annual Rent Payment Funds will be depleted at least once a year as to debt service due on the Financing Payments for the Schedule, except for a reasonable carryover which will not exceed the greater of one-twelfth (1/12) of annual debt service on the Financing Payments on the Schedule or the immediately preceding bond year or one year's earnings on such amounts for the immediately preceding bond year. The Annual Rent Payment Funds are designed to achieve a proper matching of the Borrower's revenues and debt service on the Financing Payments due under the Schedule within each bond year. Therefore, to the extent the Annual Rent Payment Funds are held in one or more funds and accounts of the Borrower, such amounts shall qualify as a Bona Fide Debt Service Fund within the meaning of the Regulations as to the Financing Payments due under the Schedule and the Annual Rent Payment Funds will be invested without restriction as to yield.

8. Replacement Proceeds. Replacement proceeds will not arise under Section 1.148-1 of the Regulations with respect to the Lease because:

(a) No portion of the proceeds derived from the Lease, including the Schedule, will be used as a substitute for other funds which would otherwise have been used to pay the principal of, premium, if any, or interest on the Financing Payments due under the Schedule and which will be used directly or indirectly to acquire obligations producing a yield in excess of the yield on the Financing Payments due under the Schedule (as described in Section 12 of this certificate);

(b) The weighted average maturity of the Financing Payments due under the Schedule of the Lease is less than 120% of the reasonably expected economic life of the Equipment financed with the proceeds derived from the Schedule (at least 5 years); and

(c) Other than the funds and accounts described above, there are no other funds or accounts of the Borrower (i) which are reasonably expected to be used to pay Financing Payments due under the Schedule or which are pledged as collateral to secure repayment of Financing Payments due under the Schedule, (ii) for which there is reasonable assurance that amounts therein will be available to pay Financing Payments due under the Schedule or (iii) for

which the Borrower has agreed to maintain a particular balance for the direct or indirect benefit of the recipients of Financing Payments due under the Schedule.

9. Single Issue. The Borrower does not have any other obligations which (i) are being issued at substantially the same time as the Schedule is being entered into, (ii) are being sold pursuant to the same financing plan as the Schedule and (iii) are reasonably expected to be paid out of substantially the same source of funds as the Schedule.

10. No Abusive Transactions. In the execution and delivery of the Schedule, the Borrower has not employed or engaged in a transaction or series of transactions that attempts to circumvent the provisions of the Code and the Regulations enabling the Borrower to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage (based on arbitrage) and overburdening the market for tax-exempt obligations through actions such as, but not limited to, issuing more obligations, issuing obligations sooner, and allowing them to remain outstanding longer than would be reasonably necessary to accomplish the governmental purposes of the Lease.

11. Investment Earnings. Investment earnings on amounts in the Escrow Fund will be used as provided in paragraph 5. As to the Annual Rent Payment Funds, within one (1) year of receipt, earnings on the Annual Rent Payment Funds will be used to pay Financing Payments due under the Schedule.

12. Yield on the Lease. The yield on the Lease and the Financing Payments due under the Schedule, 4.75%, has been calculated in accordance with the Regulations (the "Yield"). In calculating the Yield, the Borrower relied on information provided by the Lessor.

13. 8038-G. The Borrower has caused to be prepared in connection with the Lease and the Financing Payments due under the Schedule a Form 8038-G which the Borrower has reviewed and hereby certifies as being correct in all respects. The Borrower will cause said 8038-G for the Schedule to be filed with the Internal Revenue Service Center, Ogden, Utah 84201 on or before May 15, 2025.

14. Hedge Bonds. No more than 50% of the Sale Proceeds will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more. As shown in Section 5, the Borrower expects that 85% of the Sale Proceeds will be spent within six (6) months of the date hereof.

15. No Federal Guaranty. The Lease and the Financing Payments due under the Schedule are not federally guaranteed as described in Section 149(b) of the Code.

16. Maintenance of Tax Exemption. This certificate is being executed and delivered by the Borrower pursuant to the laws set forth in paragraph 1 hereof. On the basis of the foregoing, it is not expected that the proceeds derived by the Borrower from the Lease will be used in a manner that would cause the Lease and the Financing Payments due under the Schedule to be arbitrage bonds under the Regulations. No action will be taken that would impair the exclusion from gross income of interest on the Financing Payments due under the Schedule

provided by Section 103(a) of the Code. Specifically, and without limiting the foregoing, the proceeds derived by the Borrower from the Schedule will not be used or invested in any manner that will cause the Lease and the Financing Payments due under the Schedule to be arbitrage bonds within the meaning of Section 148 of the Code. For so long as the Financing Payments under the Schedule are outstanding, no action will be taken or authorized that will cause the Financing Payments under the Schedule to be classified as arbitrage bonds within the meaning of Section 148 of the Code and the Regulations. Except as provided herein, no proceeds derived by the Borrower from the Lease will be invested without restriction as to yield for a period of time or in an amount not allowable under the Code or the Regulations.

17. Tax Covenants Concerning Private Use. To preserve the exclusion from gross income of interest on the Financing Payments due under the Schedule under federal law and as an inducement to the recipients of such Financing Payments, the Borrower represents, covenants and agrees that:

(a) Aside from the Borrower or any other governmental entity, no person or entity will (1) use more than ten percent (10%) of the proceeds derived by the Borrower under the Lease or property financed thereby other than as a member of the general public, (2) own more than ten percent (10%) of the property financed by the proceeds derived by the Borrower under the Lease or (3) have actual or beneficial use of more than ten percent (10%) of the property financed by the proceeds derived by the Borrower under the Lease pursuant to a lease, management contract, incentive payment contract, an arrangement such as a take-or-pay or output contract, or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from the use by the general public. In determining whether ten percent (10%) or more of the proceeds derived by the Borrower under the Lease or property financed thereby is being used as described above, the Borrower shall take into account the aggregate of all such use. The Borrower has not entered into a management contract for the Equipment with a nongovernmental entity. In the event the Borrower enters into a management contract for the Equipment with a nongovernmental entity, such contract shall comply with the provisions of Revenue Procedure 2017-13, as it may be amended, supplemented or superseded from time to time.

(b) No more than ten percent (10%) of the payment of the Financing Payments due under the Schedule will be (under the terms of the Lease or any underlying agreement), directly or indirectly (1) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (2) derived from payments (whether or not to the Borrower) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than five percent (5%) of the proceeds derived by the Borrower under the Schedule will be (1) loaned to any entity or person other than a state or local governmental unit or (2) transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of such proceeds.

(d) The Borrower reasonably expects that the Lease and the Financing Payments due under the Schedule will not meet either the private business use test described in paragraph (a)

and (b) above or the private loan test described in paragraph (c) above during the entire term of the Lease.

(e) No more than five percent (5%) of the proceeds derived by the Borrower under the Schedule will be attributable to private business use as described in (a) and private security as described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The Lease and Financing Payments due under the Schedule are not private activity bonds as defined in Section 141 of the Code.

(g) The Borrower covenants and agrees not to enter into any contracts or arrangements that would cause the Lease and the Financing Payments due under the Schedule to be treated as private activity bonds under Section 141 of the Code. The Borrower further covenants and agrees not to take any action nor fail to take any action with respect to the Lease and the Financing Payments due under the Schedule that would result in the loss of exclusion from gross income for federal income tax purposes of interest on the Financing Payments pursuant to Section 103 of the Code. The Borrower will not act in any other manner that would adversely affect such exclusion.

18. Rebate Requirement. The Borrower represents that, to the extent necessary to preserve the exclusion from gross income of interest on the Financing Payments due under the Schedule for federal tax purposes, it will rebate any arbitrage profits to the United States of America in accordance with Section 148(f) of the Code and the Regulations promulgated thereunder. With respect to the Escrow Fund, the Borrower reasonably expects the proceeds in the Escrow Fund to be fully expended within 6-months and to therefore qualify for the six month exception from rebate set forth in Section 148(f)(4)(B)(i)(I) of the Code.

19. Change in Law. It is not an event of default if the interest on the Financing Payments due under the Schedule is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date hereof.

20. Post-Issuance Compliance. The Borrower has adopted post-issuance compliance procedures with respect to its compliance with federal tax laws relating to its tax-exempt obligations and will comply with such procedures in connection with the Lease Agreement, including the Schedule.

21. Procedural Matters. The Borrower represents as follows:

(a) The Borrower has complied in all respects with the laws of the State of Indiana and has full legal right, power and authority to enter into the Lease Agreement, including the Schedules, and to carry out and consummate all other transactions contemplated by the Lease Agreement, including the Schedule.

(b) When executed and delivered, the Lease Agreement, including the Schedule, will be a valid and binding obligation of the Borrower subject to insolvency laws and general principles of equity affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the State of Indiana and the United States of America.

(c) All approvals, consents and orders of, or filings with, any governmental authority, legislative body, board, agency or commission which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the Borrower of its obligations under the Lease Agreement, including the Schedule, have been duly obtained or made.

(d) The Borrower is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Indiana or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Borrower is a party or to which the Borrower or its property is otherwise subject which would materially adversely affect its ability to make payments under the Lease Agreement, including the Schedule, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument referred to above which would materially adversely affect its ability to make payments under the Lease Agreement, including the Schedule. The execution and delivery of the Lease Agreement, including the Schedule, and compliance with the terms thereof will not conflict with or constitute a breach of or default under any such provision or instrument referred to above, nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property of the Borrower or under the terms of any such provision or instrument referred to above except as otherwise provided by the Lease Agreement, including the Schedule.

(e) As of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the undersigned, threatened against the Borrower affecting the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution or delivery of the Lease Agreement, including the Schedule, or in any way contesting or affecting the validity or enforceability of the Lease Agreement, including the Schedule, or contesting the powers of the Borrower or any authority for the execution and delivery of the Lease Agreement, including the Schedule, or to the best knowledge of the undersigned, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Lease Agreement, including the Schedule.

(f) The Borrower's obligation to pay Financing Payments, including the payments under the Schedule, shall constitute a current expense of the Borrower, subject to annual appropriation, and shall not in any way be construed to be a debt of the Borrower in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Borrower, and nothing in the Lease Agreement, including the

Schedule, shall be construed as constituting a pledge of the full faith and credit or taxing power of the Borrower.

(g) During the ten (10) fiscal years prior to the date hereof, the Borrower has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation.

(h) All proceedings had and actions taken by the Borrower's Board of School Trustees relating to the approval of the Lease Agreement, including the Schedule, have been duly recorded in the proper records of the Board of School Trustees now in the custody of the Secretary of the Borrower and remain in full force and effect, unchanged, and all such proceedings and actions complied with all applicable laws, including Indiana Code 5-14-1.5. The Common Council has taken no action to rescind or otherwise amend its authorization to enter into the Lease Agreement, including the Schedule.

(i) The Lease qualifies for the exception in the Code from the disallowance of one hundred percent (100%) of the deduction by financial institutions of interest expense allocable to tax-exempt obligations since:

(a) The Lease is not a private activity bond as defined in Section 141 of the Code;

(b) The Lease has been designated as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;

(c) The reasonably anticipated amount of qualified tax-exempt obligations (including tax-exempt leases and qualified 501(c)(3) obligations but excluding other private activity bonds) which have been or will be issued by or in the name of the Borrower and all units subordinate to the Borrower, including the Issuer, during 2021 does not exceed \$10,000,000; and

(d) The Borrower, any body acting in the name of the Borrower, and any entities subordinate to the Borrower, including the Issuer, have designated \$240,401 of qualified tax-exempt obligations during 2025 including the Lease.

23. We have discussed this certificate and the provisions of the Code and applicable Regulations with such professionals as we have deemed necessary. Based on these discussions, we are satisfied that we understand the certifications which we have made in this certificate and that to the best of our knowledge, information and belief, all of the certifications contained herein are true, complete and accurate.

24. To the best of our knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change any of the foregoing certifications or conclusions. The representations contained in this certificate may be relied upon by the Lessor and others in determining whether or not the Lease and the Financing Payments due thereunder, including under the Schedule, constitute arbitrage

bonds within the meaning of Section 148 of the Code and whether or not interest on the Financing Payments, including those due under the Schedule, is subject to inclusion in gross income for federal income tax purposes or is subject to income taxation by the State of Indiana under existing statutes, regulations, and decisions.

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IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of February, 2025.

THE TOWN OF ELLETTSVILLE, INDIANA

as Borrower

By _____
Scott Oldham, President

RESOLUTION NO. 03-2025

**RESOLUTION OF THE TOWN OF ELLETTSVILLE,
APPROVING EXECUTION OF FIRST AMENDMENT TO MASTER
GOVERNMENTAL LEASE AGREEMENT**

WHEREAS, the Town of Ellettsville, Indiana (the "Borrower") is a political subdivision of the State of Indiana (the "State") and is duly organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the Borrower is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Borrower; and

WHEREAS, the Department of Public Works is in need of 2025 Kenworth T480 Plow Truck with Pintle Hitch; and

WHEREAS, the Town Council hereby finds and determines that the execution of the First Amendment to Master Governmental Lease Agreement (the "Amendment") with The Peoples State Bank ("Bank") in substantially the form presented to this meeting, together with Schedule No. 2 to the Master Lease Agreement ("Schedule No. 2"), which Schedule No. 2 shall be in the principal amount not exceeding \$240,401.00 for the purpose of acquiring equipment 20225 Kenworth T480 Plow Truck with Pintle Hitch (the "Equipment") to be more particularly described in Schedule No. 2 is appropriate and necessary to the functions and operations of the Borrower, and that the total authorized borrowing amount under the Master Lease as amended by the Amendment will be increased to an amount of not to exceed \$2.5MM plus new borrowing amount; and

WHEREAS, The Peoples State Bank (the "Lessor") shall act as Lessor under the Master Lease Agreement, Schedule No. 1;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Ellettsville, Indiana, as follows:

Section 1. The Town Council President (the "Authorized Representative"), acting on behalf of the Borrower, is hereby authorized to negotiate, enter into, execute, and deliver the First Amendment to Master Lease Agreement and Schedule No. 2 in substantially the form set forth in the document presently before the Council, which document is available for public inspection at the office of the Clerk-Treasurer of the Borrower. The Authorized Representative acting on behalf of the Borrower is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the First Amendment to the Master Lease Agreement and Schedule No.2 as the Authorized Representative deem necessary and appropriate. All other related contracts and agreements necessary and incidental to the First Amendment to Master Lease Agreement and Schedule No. 2 are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, the Authorized Representative may designate specifically identified officers or employees of the Town to execute and deliver agreements and documents related to First Amendment to Master Lease Agreement and Schedule No. 2 on behalf of the Town. In the event the Town Council President shall be unable to act hereunder, the Town Manager is hereby authorized to act in his place and stead.

Section 3. The aggregate original principal amount of the lease to be evidenced by Schedule No. 2 shall not exceed the amount of \$240,401.00 and shall bear interest as set forth in the Schedule No. 2 and shall contain such options to purchase by the Town as set forth therein.

Section 4. The Borrower's obligations under the First Amendment to Master Lease Agreement and Schedule No. 2 shall be subject to annual appropriation or renewal by the Town Council as set forth in each Schedule entered into under the Master Lease Agreement and the Borrower's obligations thereunder shall not constitute general obligations of the Borrower or an indebtedness of the Borrower under the Constitution or laws of the State.

Section 5. This Resolution shall be effective as of the date of its adoption
Passed this 27th day of January, 2025.

ELLETTSVILLE TOWN COUNCIL



Scott Oldham, Town Council President

Attest:



Noelle M. Conyer Clerk-Treasurer

INCUMBENCY CERTIFICATE

I, Noelle Conyer, do hereby certify that I am the duly appointed and acting legal counsel of the Town of Ellettsville, Indiana, a political subdivision existing under the laws of the State of Indiana (“Lessee”), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of Lessee to enter into that certain First Amendment to Master Governmental Lease Agreement and Schedule No.2 to Master Governmental Lease Agreement, between Lessee and The Peoples State Bank, as evidenced by the copy of the resolution of the Lessee attached hereto.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Scott Oldham	(President)	_____
Noelle M. Conyer	(Clerk Treasurer)	_____

IN WITNESS WHEREOF, this certificate has been executed by the undersigned and the seal of Lessee has been affixed.

Dated: February 24, 2025

Noelle M. Conyer Clerk Treasurer

[SEAL]

TOWN OF ELLETTSVILLE, INDIANA CLOSING CERTIFICATE

We, Scott Oldham and Noelle M. Conyer, the duly elected or appointed President and Clerk Treasurer, respectively, of the Town of Ellettsville, Indiana (the "Borrower"), do hereby certify as follows:

1. The documents listed on the closing index included in this transcript constitute full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the Borrower of the Master Governmental Lease Agreement (the "Master Lease Agreement") and Schedule No. 1 ("Schedule No. 1") dated July 2, 2024 between The Peoples State Bank (the "Bank"), as lessor and the Borrower, as lessee and First Amendment to Master Lease Agreement (the "Amendment") and Schedule No.2 to Master Lease Agreement ("Schedule No. 2") dated February 28, 2025 between the Bank and the Borrower.

2. Attached hereto is a full, true and correct copy of Resolution No. 03-2025 passed by the Town Council of the Borrower (the "Council") on January 27, 2025 (the "Resolution"), and the Resolution has not been modified, amended or repealed, and remains in full force and effect. The Resolution is the only official action taken by the Board that is presently in effect relating to the transaction contemplated by the Agreement.

3. All actions taken by the Council concerning the Agreement were taken at meetings open to the public which complied in all respects with applicable State of Indiana (the "State") Law. Notice of the meetings was given in accordance with State Law. No such actions were taken by secret ballot or by reference to agenda number or item only. If an agenda was used, it was posted at the entrance to the meeting room prior to the meeting. Memoranda were kept during the meeting and made available as required by State Law. No executive sessions were held except those permitted by State Law.

4. The First Amendment to Master Lease Agreement and Schedule No. 2 have each been duly authorized, executed and delivered on behalf of the Borrower by the President of the Council, and the seal of the Borrower has been affixed thereto and attested by the Clerk Treasurer of the Town, and an executed counterpart or a full, true and correct copy of each is included in this transcript.

5. The Borrower has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Borrower in order to carry out, give effect to and consummate the transactions contemplated thereby.

6. The execution and delivery of the Agreement did not conflict with or constitute on the part of the Borrower a breach of, or a default under, any existing constitutional provision, law, administrative regulation, judgment, decree or order of any court, regulatory body or other public body, loan agreement, indenture, bond, note, resolution, ordinance, order, agreement, lease or other instrument known to us, to which the Borrower is a party or by which it or its properties or assets is otherwise subject. No notice has been received by the Borrower nor has any litigation been filed, which would challenge the existence or legal capacity of the Borrower.

7. To the best of our knowledge, after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, governmental agency, public board or body, pending or threatened against the Borrower or in any manner questioning the corporate existence of the Borrower; the boundaries of the Borrower; or the rights of their respective officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution and delivery of the Agreement.

8. The representations and warranties of the Borrower contained in the Agreement are true and correct on and as of the date hereof with the same effect as if made on the date hereof. The Borrower has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part in connection with its entry into the Agreement, prior to the date hereof.

9. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, an Event of Default under the Agreement.

DATED: February 28, 2025

THE TOWN OF ELLETTSVILLE, INDIANA

as Borrower

By _____
Scott Oldham, President

SEAL

Attest: _____
Noelle M. Conyer, Clerk Treasurer