

Agenda
Ellettsville Town Council
Monday June 24th, 2024

6:30 P.M. Call to Order

Pledge of Allegiance
Prayer
Roll Call

Approval of the Minutes for the Regular Meeting June 10th, 2024

Action to pay Accounts Payable Vouchers and Payroll

Resolutions

Resolution 21-2024 to Confirm Award of Bid to Fox Construction Company Inc.

Resolution 22-2024 Approving the Memorandum of Understanding Between Monroe County and Town of Ellettsville

Resolution 23-2024 Approving the Financing of an Aerial Fire Truck Through Peoples State Bank

Ordinance on First Reading

Ordinance 2024-14 To Establish Redevelopment Commission

Ordinance on Second Reading

Ordinance 2024-12 to Amend the Salary Ordinance 2023-18

New Business

MOU Monroe County Prosecuting Attorney's Office

Contract Renewal for Coppclsllt LLC

Old Business

Award Bid Contract for Community Crossings Grant

Envision Ellettsville Update

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

ZOOM MEETING NOTICE

Monday June 24th, 2024

The Town Council of the Town of Ellettsville will conduct its regular scheduled meeting on Monday June 24th, 2024 at 6:30 p.m., local time.

The meeting will be conducted at the Town Hall. Town Council members will attend the meeting in person. The public is invited to attend in person or by remote access. The meeting will be available by Zoom.

Topic: Ellettsville Town Council Meeting

Time: Jun 24, 2024 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89063011128?pwd=GilIVl6UDOVNKFFjhnWQNORJRAI0Ks.1>

Meeting ID: 890 6301 1128

Passcode: 207834

One tap mobile

+13017158592,,89063011128#,,,,*207834# US (Washington DC)

+13052241968,,89063011128#,,,,*207834# US

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 564 217 2000 US
- +1 669 444 9171 US

Meeting ID: 890 6301 1128

Passcode: 207834

Agendas and meeting packets can be obtained by submitting an email request to: clerktreasurer@ellettsville.in.us

RESOLUTION 21-2024

**A RESOLUTION TO CONFIRM AWARD OF BID FOR THE
CONSTRUCTION OF A NEW BUILDING FOR THE DEPARTMENT OF
PUBLIC WORKS TO
FOX CONSTRUCTION COMPANY, INC.**

**BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
ELLETTSVILLE, MONROE COUNTY, INDIANA, THAT:**

1. The Town Council hereby confirms the award of the construction contract to Fox Construction Company, Inc. for the construction of a new building for the Department of Public Works at 901 N. Guy McCown Drive, Ellettsville, Indiana, 47429, for the total bid price of \$4,552,950.00.
2. Said bid price includes the base bid in the amount of \$4,448,700 plus alternate bid 6 in the amount of \$62,400.00 for fencing and gates and alternate bid 7 in the amount of \$41,850.00 for a service pit, bringing the total bid price to \$4,552,950.00.

This Resolution takes effect upon adoption.

This Resolution was passed and adopted by the Ellettsville Town Council of Ellettsville, Indiana, at the Ellettsville Town Hall on the 24th day of June, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham
President, Ellettsville Town Council

ATTEST:

Noelle Conyer, Clerk/Treasurer

RESOLUTION 22-2024

TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ELLETTSVILLE AND MONROE COUNTY, INDIANA FOR THE PURCHASE OF AN AERIAL FIRE TRUCK FOR THE ELLETTSVILLE FIRE DEPARTMENT

WHEREAS, the Ellettsville Fire Department is in need of a replacement aerial fire truck; and

WHEREAS, the Ellettsville Town Council, by passage of Resolution 18-2024 at its regular meeting on May 13, 2024, approved the purchase of an aerial fire truck from MacQueen Equipment, LLC for the sum of \$2,383,200.00; and

WHEREAS, due to its financing arrangements, the Town will receive a discount on the purchase price, reducing the actual loan amount is \$2,182,650.00;

WHEREAS, the Monroe County Redevelopment Commission, working with Town fire officials, has agreed to fund the replacement aerial fire truck in accordance with a Memorandum of Understanding, a true and authentic copy of which is attached hereto as Exhibit A; and

WHEREAS, the Town desires to enter into a Memorandum of Understanding with the Monroe County Commissioners and the Monroe County Redevelopment Commission for the purchase of the aerial fire truck.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, INDIANA, THAT:

1. The Memorandum of Understanding by and between Monroe County, Indiana, and the Town of Ellettsville for the purchase of a replacement aerial fire truck is hereby approved.
2. This Resolution takes effect upon adoption.

This Resolution was passed and adopted by the Ellettsville Town Council of Ellettsville, Indiana, at its regular meeting at the Ellettsville Town Hall on the 24th day of June, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham
President, Ellettsville Town Council

ATTEST:

Noelle Conyer, Clerk/Treasurer

RESOLUTION 23-2024

TO APPROVE A LOAN AGREEMENT WITH THE PEOPLES STATE BANK FOR THE FINANCING OF A REPLACEMENT AERIAL LADDER TRUCK FOR THE ELLETTSVILLE FIRE DEPARTMENT

WHEREAS, the Ellettsville Fire Department is in need of a replacement aerial ladder truck; and

WHEREAS, the Ellettsville Town Council, by passage of Resolution 18-2024 at its regular meeting on May 13, 2024, approved the purchase of one Pierce Enforcer 100' Mid Mount Tower aerial ladder truck ("aerial ladder truck") from MacQueen Equipment, LLC for the sum of \$2,383,200.00; and

WHEREAS, A buyer's order for an aerial ladder truck has been placed with MacQueen Equipment, LLC; and

WHEREAS, the Monroe County Redevelopment Commission, working with Town fire officials, has agreed to fund the replacement aerial ladder truck in accordance with a Memorandum of Understanding which has been approved by the Ellettsville Town Council by passage of Resolution 22-2024; and

WHEREAS, pursuant to the Memorandum of Understanding, the Town will purchase the aerial ladder truck and the Monroe County Redevelopment Commission shall reimburse the Town in semiannual payments over a five year period; and

WHEREAS, the Town's purchase of the aerial ladder truck will be financed by a loan through The Peoples State Bank, which has a funding date of June 24, 2024; and

WHEREAS, The Peoples State Bank has agreed to finance the purchase of the aerial ladder truck as shown by the loan agreement and amortization schedule, both which are attached hereto and incorporated herein as Exhibits A and B, respectively; and

WHEREAS, because Peoples State Bank will advance 100% of the contract price to MacQueen Equipment, LLC, the Town will receive a discount on the purchase price of the aerial ladder truck, thus reducing the total principal loan amount to \$2,182,650.00; and

WHEREAS, the Town has sufficient funds to make the ten semi-annual payments to Peoples State Bank in the amount of \$249,578.69, with the first payment due on February 5, 2025 and each subsequent payment due every six months thereafter as shown by the amortization schedule until the loan is paid in full; and

WHEREAS, the Town further agrees to provide The Peoples State Bank with a serial number or Vehicle Identification Number for the aerial ladder truck as soon as the Town obtains said number; and

WHEREAS, the Ellettsville Town Council deems it in the best interests of the Town to purchase said the aerial ladder truck.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, INDIANA, THAT:

1. The loan agreement between the Town of Ellettsville and The Peoples State Bank for the purchase of one Pierce Enforcer 100' Mid Mount Tower aerial ladder truck in the principal amount of \$2,182,650.00 is hereby approved.
2. The Town Council President is authorized to execute any and all documents necessary to execute the loan agreement with The Peoples State Bank and to otherwise perfect the purchase of the aerial ladder truck.

This Resolution takes effect upon adoption.

This Resolution was passed and adopted by the Ellettsville Town Council of Ellettsville, Indiana, at its regular meeting at the Ellettsville Town Hall on the 24th day of June, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham
President, Ellettsville Town Council

ATTEST:

Noelle Conyer, Clerk/Treasurer

ORDINANCE 2024-14

AN ORDINANCE TO ESTABLISH A REDEVELOPMENT COMMISSION

BE IT ORDAINED BY THE TOWN COUNCIL OF ELLETTSVILLE, INDIANA:

Section 1. The following sections are hereby added to Chapter 31 of the Ellettsville Town Code to establish a Department of Redevelopment and a Redevelopment Commission.

When an existing section of the ordinance is being amended, the text of the existing provision will appear in this style type, additions will appear **in this style type**, and deletions will appear ~~in this style type~~.

§ 31.60 DEPARTMENT OF REDEVELOPMENT; COMMISSION

- (A) The Town Council now deems it to be in the best interest of the Town and its citizens to afford a maximum opportunity for rehabilitation, redevelopment or economic development of areas by private enterprise by establishing a department of redevelopment.**
- (B) The Town Council hereby establishes the Ellettsville Department of Redevelopment of the Town. The Department will be controlled by a board of five members known as the Ellettsville Redevelopment Commission.**
- (C) Pursuant to the Act, Indiana Code § 36-7-14 et seq., all of the territory within the corporate boundaries of the Town will be a taxing district known as the Redevelopment District of the Town for the purpose of levying and collecting special benefit taxes for redevelopment purposes, as provided by the Act. The Town Council finds and determines that all of the taxable property within this special taxing district will be considered to be benefitted by the redevelopment projects and economic development projects carried out under the Act to the extent of the special taxes levied under the Act.**

Section 2. This Ordinance shall be in full force and effect after its passage.

This Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 8th day of July, 2024.

ELLETTSVILLE TOWN COUNCIL

Scott Oldham
President, Ellettsville Town Council

ATTEST:

Noelle Conyer, Clerk/Treasurer

**Ordinance 2024-12
to Amend the 2024 Salary Ordinance 2023-18**

WHEREAS, The Town Council of Ellettsville, Monroe County, Indiana established the salaries for the said Budget Year 2024; and

WHEREAS, It has been determined by the Town Council that due to creating a full-time employee position for The Police Department it is necessary to amend the 2024 Salary Ordinance. And

THEREFORD BE IT ORDAINED AND ADOPTED by The Council of the Town of Ellettsville, Monroe County, Indiana that Ordinance 2023-18 be amended by adding the following:

GENERAL FUND - POLICE

		biweekly pay
108	Director High Tech Crime Unit	\$3,269.23 to \$3,450.00

This Ordinance was passed and adopted by the Ellettsville Town Council, Ellettsville, Indiana on the Day the 24th of June, 2024.

AYE

NAY

Scott Oldham, President

Dan Swafford, Vice President

William Ellis

Pamela Samples

Trevor Sager

Attested: _____
Noelle M. Conyer, Clerk-Treasurer

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered into as of the last signature below (“Effective Date”) between **Monroe County Prosecuting Attorney’s Office** (“Prosecuting Attorney”) and the **Town of Ellettsville, of Monroe County Indiana**, a municipal corporation (“Town”).

WHEREAS Prosecuting Attorney received grant funding from the Indiana Prosecuting Attorneys Council for the establishment, administration, and maintenance of a high-tech crimes unit (“HTCU”).

WHEREAS the Prosecuting Attorney wishes to establish this Agreement with Town to provide funding to support the creation of the HTCU at Town.

THEREFORE, it is agreed as follows:

Article 1. Scope of Work

Town will perform the activities and services (“Services”) described in Addendum A. George Robinson, Chief Deputy Marshal and Town employee (“Principal Investigator”), will supervise all Services to be performed under the terms of this Agreement.

Article 2. Term

The term of this Agreement shall commence on July 1, 2024 and remain in effect until June 30, 2026 (“Term”) unless changed by mutual consent of the parties by written amendment to this Agreement.

Article 3. Consideration and Payment

- 3.1. The Prosecuting Attorney will purchase certain assets, such as computer hardware, computer software, software licenses and other equipment necessary for Town to perform the Services. These assets will be clearly marked with Monroe County Prosecutor’s Office asset tags, where possible. Monroe County Prosecutor’s Office will retain ownership of these assets indefinitely, but they shall be designated for the exclusive use and benefit of the HTCU described in Addendum A for the term of this Agreement.

- 3.2. Unless amended, the total amount of money to be paid to the Town by the Prosecuting Attorney under this Agreement for the two year contract term is One Hundred Nineteen Thousand, Nine Hundred Forty Three Dollars and Ninety Two Cents (\$119,943.92) annually, or a total of Two Hundred Thirty Nine Thousand, Eight Hundred Eighty Seven Dollars and Eight Four Cents (\$239,887.84) for the two year contract term (“Contract Amount”). The Prosecuting Attorney shall purchase a vehicle for the HTCU Director’s exclusive use using grant funding. Town shall be responsible for registration fees, insurance, and maintenance. Town will hold title to the vehicle during the term of this contract.

- 3.3 Because the Contract Amount is based on the amount necessary to reimburse the Town for the HTCUC Director's salary and fringe benefits, the Town shall invoice the Prosecuting Attorney bi-weekly or monthly for such reimbursement. Prosecuting Attorney shall make payments to Town within thirty (30) days of receipt of an invoice. Town shall send invoices to the following Prosecuting Attorney address:

Monroe County Prosecuting Attorney's Office
Attn: Erika Oliphant
301 N. College Avenue, Room 211
Bloomington, Indiana 47404-3865

- 3.4. Checks should be made payable to **Town of Ellettsville** and sent to:

Ellettsville Clerk-Treasurer
Attn: Noelle Conyer
P.O. Box 8
Ellettsville, Indiana 47429

Tax ID# 35-1124606

- 3.5. Any additional cost for Town's performance of the Services shall be approved by Prosecuting Attorney prior to incurring the cost. Costs agreed upon by both parties shall be invoiced and paid as described in paragraphs 3.2 and 3.3.

Article 4. Termination

4.1. This Agreement may be terminated by either party by providing written notice to the other party at least forty-five (45) days prior to the effective date of termination.

4.2. In the event that either party defaults or breaches any material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days written notice to the party in default or breach, provided however that if the party defaulting, breaching, or failing, within thirty (30) days of the receipt of such notice cures the said default, breach or failure, the Agreement will continue in force and effect.

4.3. In the event of early termination by either party, Prosecuting Attorney shall pay Town for all costs and non-cancellable commitments incurred in the performance of the Services prior to the effective date of termination.

Article 5. Confidential Information

5.1 A party may, during the term of this Agreement, provide the other party with scientific, technical, business, or other information which is treated by that party as confidential or proprietary (hereinafter referred to as "Confidential Information"). The party disclosing such Confidential Information shall be referred to as "Disclosing Party" and the party receiving such Confidential Information shall be referred to as the "Receiving Party". Both parties agree that in order to ensure that each party understands which information is deemed to be confidential, all Confidential Information will be in written form and clearly marked as "Confidential," and if the Confidential Information is initially disclosed in oral or some other non-written form, it will be confirmed in writing and clearly marked as "Confidential" within thirty (30) days of disclosure. Each party shall hold such Confidential Information in strict confidence and shall treat such information in the same manner as it treats its own confidential information. The Confidential Information provided to Receiving Party by Disclosing Party will remain the property of the

Disclosing Party and will be disclosed only to those persons necessary for the performance of this Agreement. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality.

5.2 The obligation of Receiving Party to maintain confidentiality under this Agreement will survive its expiration or termination and will endure for five (5) years from the date of disclosure.

5.3 The obligation of non-disclosure will not apply to any part of the Confidential Information that:

- (a) is already known to Receiving Party prior to the effective date, as evidenced by Receiving Party's records;
- (b) becomes publicly known without the wrongful act or breach of this Agreement by Receiving Party;
- (c) has been or is disclosed to Receiving Party by a third party who was not, or is not, under any obligation of confidence or secrecy to Disclosing Party at the time said third party discloses to Receiving Party, or has the legal right to do so;
- (d) is developed independently by employees of Receiving Party who had no access to or knowledge of the Confidential Information, as evidenced by Receiving Party's records;
- (e) is approved for release by written authorization of the Disclosing Party;
- (f) is required to be disclosed by law, court order, or governmental rule or regulation or to any governmental entity with jurisdiction, provided Receiving Party promptly notifies Disclosing Party, if reasonably practical or possible, in writing of such lawful disclosure.

Article 6. Publication

Prosecuting Attorney acknowledges that the free dissemination of information is an important policy of Town. In accordance with its policies, Town is free to publish, present, or use any data or results arising out of the performance of this Agreement for its own publication, presentation, instructional or non-commercial research objectives provided that the publication, presentation or use does not disclose any Confidential Information furnished by Prosecuting Attorney. Town agrees that any proposed publication or presentation relating to the Services conducted under this Agreement will be submitted to Prosecuting Attorney for review at least thirty (30) days prior to submission for publication or presentation to remove Confidential Information. As such, the scope of Confidential Information in this publication context does not include the results arising out of the performance of this Agreement. In the event that the proposed publication or presentation contains patentable subject matter that needs protection, Town will, upon written request received from Prosecuting Attorney within the thirty (30) days review period, delay the publication or presentation for a maximum of an additional ninety (90) days to allow Prosecuting Attorney or Town to file a patent application.

Article 7. Mutual Liability

Each party shall be responsible for its own acts or omissions and the acts or omissions of its employees, officers, or directors, to the extent allowed by law.

Article 8. Modifications

Any modification to this Agreement shall be in writing and signed by both Prosecuting Attorney and Town.

Article 9. Publicity

The parties agree that neither party will use the names or trademarks of the other party, nor any adaptation thereof in any advertising, promotional or sales activities without prior written consent obtained from the other party. Prosecuting Attorney acknowledges that its name, the general purposes and total funded amount of the Services will be disclosed by Town to satisfy its reporting obligations or as required by law or regulation.

Article 10. Independent Contractors

Nothing contained herein will be construed as establishing an employer-employee, joint venture, or principal-agent relationship between the parties.

Article 11. Miscellaneous

11.1 The headings in this Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement.

11.2 This Agreement, including attached appendices, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire agreement of the parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each party hereto. The terms in this Agreement take precedence over the protocol.

11.3 The construction and enforcement of this Agreement will be governed by the laws of the State of Indiana, United States of America, without regard to principles of choice of law. The parties acknowledge that this contract is entered into and will be performed in Indiana.

11.4 No waiver of any default, condition, provision or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, condition, provision or breach of this Agreement.

11.5 If any paragraph, term, condition or provision of this Agreement will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition or provision is found to violate or contravene the laws of the State of Indiana, then the paragraph, term condition or provision so found will be deemed severed from this Agreement, but all other paragraphs, terms, conditions and provisions will remain in full force and effect.

Article 12. Notices

Notices to be provided between the parties shall be provided to the following individuals for each party:

PROSECUTING ATTORNEY:

Monroe County Prosecuting Attorney's Office
Attn: Erika Oliphant
301 N. College Avenue, Room 211
Bloomington, Indiana 47404-3865

TOWN:

Programmatic Notices:

Town of Ellettsville
Ellettsville Police Department
1406 W. Guy McCown Drive
Ellettsville, Indiana 47429
Attn: Deputy Chief Marshal George Robinson
Phone: (81) 876-2270, Ext. 103
Email: grobinson@ellettsville.in.us

Contractual and Financial Notices:

Town of Ellettsville
Clerk-Treasurer
P.O. Box 8
Ellettsville, Indiana 47429
Attn: Noelle Conyer, Clerk-Treasurer
Phone: (812) 876-3860
Fax: (812) 876-3491
Email: clerktreasurer@ellettsville.in.us

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Signed: _____ Date: _____ Signed: _____ Date: _____

Scott Oldham
President, Ellettsville Town Council

Name: Erika Oliphant
Title: Monroe County Prosecuting Attorney

PRINCIPAL INVESTIGATOR

Monroe County Board of Commissioners

Signed: _____ Date: _____ Signed:  Date: _____

Name: George Robinson
Title: Chief Deputy Marshal, Ellettsville Police Department

Julie Thomas
President

Statement of Work

Monroe County Prosecuting Attorney Erika Oliphant and Town Police are partnering to establish and maintain a regional high tech crime unit with grant funds from the Indiana Prosecuting Attorneys Council (IPAC). The unit will be housed at the Town's Police Department. The unit will act as a laboratory for the collection, storage, and analysis of digital forensic evidence to assist with criminal investigations originating in Monroe, Bartholomew, Brown, Greene, Jackson, Lawrence, Marion, Morgan, Orange, Owen, and Washington Counties. The Director of High Tech Crime Unit (or Cyber Forensics Leader) will supervise the unit, develop policies and procedures for the unit, process digital forensic evidence, enter and review data on the activities of the unit, ensure compliance with funding sources, assist prosecutors with preparation and presentation of evidence, testify as an expert witness when necessary, and other duties necessary to the function of an effective crime lab.

**ENGINEERING CONSULTING SERVICES AGREEMENT BETWEEN
TOWN OF ELLETTSVILLE AND COPPCSLT LLC**

THIS AGREEMENT is hereby entered into by and between the Town of Ellettsville (“Town”) and COPPCSLT LLC (“COPPCSLT”) this ____ day of ____ 2024.

Recitals

Whereas, the Town is in need of engineering consulting services in order to assist the Town in formulating long range development plans for the Utilities and Planning Departments; and

Whereas, COPPCSLT LLC is a single member LLC managed by Rick Coppock, who has an engineering background and extensive experience in the review, management, scheduling, and construction administration of roadway, water, sanitary sewer projects, including acquisition of easements and rights-of-way and preparing loan applications for large projects.

Whereas, The Town Council sees fit to retain COPPCSLT LLC to provide consulting services for the Town’s long range development plans for its Utilities and Planning Departments, and COPPCSLT LLC is willing to provide those services.

NOW THEREFORE, in consideration for the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

Agreement

1. COPPCSLT agrees to provide consulting services for the Town for long range development plans for the Utilities and Planning Departments between July 1, 2024, and July 1, 2025.
2. In exchange for said consulting services pursuant to this Agreement, Town will pay COPPCSLT LLC the sum of \$750.00 per month for as a retainer for year 2024-2025.

COPPCSLT LLC will charge against the \$750.00 retainer at the rate of \$100.00 per hour. After the retainer is exhausted, COPPCSLT will bill for his services at the rate of \$100.00 per hour.

3. From time to time, the Town may request additional services that are within COPPCSLT LLC's level of expertise and COPPCSLT may agree to provide those services. The Town will pay COPPCSLT the sum of \$100.00 per hour for those additional services.

4. COPPCSLT agrees and understands that it is a contractor with the Town and not an employee. The Town will provide COPPCSLT a Form 1099 at the end of each year.

5. COPPCSLT will maintain its own professional liability insurance/E&O insurance.

6. The parties may renew this Agreement from year to year by giving the other party notice no later than June 1st of each year of the intent to renew for the following year.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 24th day of June 2024.

Town of Ellettsville by:

Scott Oldham
President Ellettsville Town Council
1150 W. Guy McCown Drive
Ellettsville, Indiana 47429

COPPCSLT LLC (Rick Coppock)
3800 S. Bainbridge Dr.
Bloomington, IN 47401
rcoppock6325@gmail.com