



## Town of Ellettsville Town Council

### **Agenda Ellettsville Town Council Monday March 10, 2025**

**6:30 P.M. Call to Order**

**Prayer  
Pledge of Allegiance  
Roll Call**

**Approval of the Minutes for the Regular Meeting February 24, 2025**

**Action to pay Accounts Payable Vouchers and Payroll Vouchers**

**Resolutions**

Resolution to approve Hoosier Start 457 Plan as an additional plan to Nationwide retirement plan

**Ordinance on First Reading**

**Ordinance on Second Reading**

**Old Business**

**New Business**

**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.

## **Town Council Meeting Notice Monday March 10, 2025**

The Ellettsville Town Council will conduct its regular scheduled meeting on Monday March 10, 2025, at 6:30 p.m., local time.

The meeting will be held at the Town Hall. The Ellettsville Town Council 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

Time: Mar 10, 2025 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82184558919?pwd=YbDfvRyR1FbzgPmZyBYor4a5MH3hhl.1>

Meeting ID: 821 8455 8919

Passcode: 962106

---

One tap mobile

+13126266799,,82184558919#,,,,\*962106# US (Chicago)

+16469313860,,82184558919#,,,,\*962106# US

---

Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 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

Meeting ID: 821 8455 8919

Passcode: 962106

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

## **February 24, 2025**

The Ellettsville, Indiana, Town Council met for a regular meeting on Monday, February 24, 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, Dan Swafford – Vice President, Trevor Sager and Pamela Samples. 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 February 10, 2025**

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

### **Accounts Payable Vouchers and Payroll**

Scott Oldham entertained a motion to pay Accounts Payable Vouchers and Payroll. Trevor Sager so moved. Dan Swafford seconded. All in favor, motion carries.

### **Resolutions**

#### **Resolution 09-2025 Additional Appropriation Personal Services General Fund**

Noelle Conyer, Clerk Treasurer, explained this appropriation is to be added to the fire personnel services in anticipation of the permission to create and hire the deputy fire marshal. Dan Swafford made motion. Pamela Samples seconded. Roll call vote: Scott Oldham – yes; Dan Swafford – yes; Trevor Sager – yes; Pamela Samples – yes. Motion carries.

**Ordinance on First Reading**

**Ordinance on Second Reading**

**2025-05 to amend the salary ordinance for 2025**

Noelle Conyer, Clerk Treasurer, explained the first time this was brought to council it was for regular fireman hours at \$23.32 - \$24.45. The correct hourly range is \$28.08 - \$ 32.57. Trevor Sager made motion. Pamela Samples seconded. Roll call vote: Scott Oldham – yes; Dan Swafford – yes; Trevor Sager – yes; Pamela Samples – yes. Motion carries.

**Old Business**

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

Noelle Conyer, Clerk Treasurer, explained the council asked her to bring back the amortization schedule, there is no action on this. There is a form for the council president to sign showing the interest rate of 4.75% and the payment schedule.

**New Business**

**Permission to Create Position and Hire Deputy Fire Marshal**

Kevin Patton, Fire Chief, explains this is a second fire inspector for the Town of Ellettsville and Richland Township who will also serve as a backup building inspector for the town. Pamela Samples made motion. Trevor Sager seconded. Roll call vote: Scott Oldham – yes; Dan Swafford – yes; Trevor Sager – yes; Pamela Samples – yes. Motion carries.

**Privilege of the Floor**

**Supervisor Comments**

Kevin Patton, Fire Chief, thanked the council for the additional fire inspector position.

**Council Comments**

Town Council Meeting February 25, 2025, continued

Pamela Samples stated one of her constituents had a positive experience with Mike Burns in the Planning Department.

**Adjournment**

**Scott Oldham, President** adjourned the meeting at 6:38 p.m.

\_\_\_\_\_  
Scott Oldham, President

\_\_\_\_\_  
Dan Swafford, Vice President

\_\_\_\_\_  
William Ellis

\_\_\_\_\_  
Pamela Samples

\_\_\_\_\_  
Trevor Sager

\_\_\_\_\_  
Attest: Noelle M. Conyer Clerk -Treasurer



---

**THE STATE OF INDIANA DEFERRED  
COMPENSATION MATCHING PLAN  
RESOLUTION AND ADOPTION AGREEMENT  
FOR A PARTICIPATING  
LOCAL POLITICAL SUBDIVISION**

---

ADMINISTRATOR  
Indiana State Comptroller  
State House, Room 240  
Indianapolis, Indiana 46204



**THE STATE OF INDIANA DEFERRED  
COMPENSATION MATCHING PLAN**

**RESOLUTION AND  
ADOPTION AGREEMENT  
FOR A  
PARTICIPATING  
LOCAL POLITICAL SUBDIVISION**

**ADMINISTRATOR**

Indiana State Comptroller  
State House, Room 240  
Indianapolis, Indiana 46204

## RESOLUTION

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_, Indiana, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has reviewed the State of Indiana Deferred Compensation Matching Plan ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the \_\_\_\_\_ ("Governing Body") is authorized by law, IC 5-10-1.1-7.3, to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Body of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Deferred Compensation Committee ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

Section 4. The Participating Employer hereby authorizes the State Comptroller of Indiana ("Administrator"), in conjunction with the Deferred Compensation Committee ("Trustees"), to amend the Plan on its behalf as provided under Section 18.01 of the Plan.

The Trustees and the Administrator will maintain or have maintained on their behalf a record of the Participating Employers, and the Trustees and the Administrator will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments.



Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by the Administrator of the Plan and any services provided by a Service Manager (as defined in the Plan) as delegated by the Administrator or Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees will be charged to the Participants' Accounts, and not to the Participating Employer.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan. Only the assets attributable to a particular Participating Employer and its Employees are available to pay benefits to those Employees and their Beneficiaries.

Section 8. This resolution and the Adoption Agreement shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to

implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Trustees may also refuse to approve an Adoption Agreement that is ambiguous or that does not comply with the requirements of the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Section 9. This Adoption Agreement may be used only in conjunction with the Plan. Failure to properly complete this Adoption Agreement may result in the failure of the Plan to qualify.

Adopted by the Governing Body on \_\_\_\_\_, 20\_\_\_\_, in accordance with applicable law.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**[Governing Body should assure that applicable law is followed in the adoption and execution of this resolution.]**

**THE STATE OF INDIANA DEFERRED  
COMPENSATION MATCHING PLAN  
ADOPTION AGREEMENT**

**ADMINISTRATOR**

Indiana State Comptroller  
State House, Room 240  
Indianapolis, Indiana 46204  
Telephone: 317-232-3300  
Facsimile: 317-232-6097

**PARTICIPATING EMPLOYER**

Name: \_\_\_\_\_

**GOVERNING BODY**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Person Authorized to receive Official Notices from  
the Plan or Administrator and to access account and  
Plan information: \_\_\_\_\_

**DISCLOSURE OF OTHER 401(a) PLAN(S)**

This Participating Employer  does or  does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Body must provide the plan name and name of the provider and such other information requested by the Administrator.

**Section I. Types of Employer Contributions Under the Plan.** The Participating Employer shall provide the following types of contributions to Eligible Employees under this Plan (check all that apply):

- Matching Contributions.
- Non-Matching Contributions.

**Section II. Eligibility Requirements.** Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the Participating Employer may designate which categories of employees are eligible to participate in the Plan. The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement. A Participating Employer may also establish a waiting period before an Eligible Employee may become a Participant in the Plan. For purposes of determining a period of service, any period of time during which an individual is considered employed by the Participating Employer (including sick leave, personal leave, vacation leave, and paid time off) shall be included in the period of service calculation).

**A. Eligibility For Matching Contributions**

**1. Eligible Classes of Employees (check one)**

- All Employees.
- All Employees with the following exclusions (select all that apply):
  - Elected or appointed officials
  - Employees who are not covered by the Participating Employer's defined benefit retirement plan(s)
  - Other (must specify): \_\_\_\_\_

If "Other" is selected, the exclusion must be described in a manner that is definitely determinable and that does not allow for Participating Employer discretion.

**2. Waiting Period - The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):**

- No waiting period.** An Eligible Employee may become a Participant for matching contributions immediately upon meeting the eligibility conditions of the Plan.
- Matching contributions will be made only after satisfying a waiting period described under one of the following options (check one):

- Minimum Period of Service (if checked, please complete all items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the plan is adopted  will be  will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Separate periods of service  will be  will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to the Deferred Compensation Plan (if checked, please complete all items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) from the date the Eligible Employee first makes contributions to the Deferred Compensation Plan. An eligible employee  will  will not be required to continuously make contributions throughout the waiting period in order to be eligible for matching contributions.

Eligible Employees who are employed on the date the plan is adopted  will be  will not be given credit for prior periods of time they were making contributions to a 457(b) Plan for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the Deferred Compensation Plan  will  will not require the employee to meet another waiting period to qualify for matching contributions.

Separate periods of service in which deferrals are made as an Eligible Employee  will  will not be added together to determine if the waiting period has been satisfied.

**B. Eligibility For Non-Matching Contributions**

**1. Eligible Classes of Employees (check one)**

- All Employees.
- All Employees with the following exclusions (select all that apply):

- Elected or appointed officials
- Employees who are not covered by the Participating Employer's defined benefit retirement plan(s)
- Other (must specify): \_\_\_\_\_

If "Other" is selected, the exclusion must be described in a manner that is definitely determinable and that does not allow for Participating Employer discretion.

2. **Waiting Period** - The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

- No waiting period.** An Eligible Employee may become a Participant for non-matching contributions immediately upon meeting the eligibility conditions of the Plan.

- Non-matching contributions will be made only after satisfying a waiting period described under one of the following options (check one):

- Minimum Period of Service (if checked, please complete all items below):**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the plan is adopted  will be  will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Separate periods of service  will be  will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to the Deferred Compensation Plan (if checked, please all complete items below)**

The waiting period for participation in the Plan shall be \_\_\_\_\_ (not to exceed 12 months) from the date the Eligible Employee first makes contributions to the Deferred Compensation Plan.

Eligible Employees who are employed on the date the plan is adopted  will be  will not be given credit for prior contributions made to a prior 457(b) Plan for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the Deferred Compensation Plan  will  will not require the employee to meet another waiting period to qualify for matching contributions.

Separate periods of service in which deferrals are made as an Eligible Employee  will  will not be added together to determine if the waiting period has been satisfied.

**Section III. Amount of Employer Contributions.** A Participating Employer may make Matching Contributions and/or Non-Matching Contributions, pursuant to a definite, pre-determined formula, as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year.

A Participating Employer may impose conditions on the receipt of Matching and Non-Matching Contributions – such as the requirement to be employed as of a particular date, the requirement to have made employee contributions for a specified period of time or any other objectively determinable requirement.

For purposes of computing matching or non-matching contributions, “Compensation” is subject to the limits imposed by Internal Revenue Code 401(a)(17).

The Participating Employer hereby elects to make contributions as follows:

**A. Matching Contributions.**

**1. Matching Contribution Amount (check one)**

**Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$\_\_\_\_\_ (\$15 to \$25) to the Deferred Compensation Plan, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable; amount may not result in a zero flat dollar match):

\$\_\_\_\_\_ per weekly Payroll Period  
\$\_\_\_\_\_ per bi-weekly Payroll Period  
\$\_\_\_\_\_ per semi-monthly Payroll Period  
\$\_\_\_\_\_ per monthly Payroll Period

The amount of the matching contribution  is  is not subject to a maximum cap as elected in Item 2 below.

**Percentage Match:** For each Payroll Period in which the Participant contributed to the Deferred Compensation Plan, the Employer will

contribute \_\_\_\_\_% (insert percentage; may not be zero) of the dollar amount contributed to the Deferred Compensation Plan. **(For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the Deferred Compensation Plan, the Employer will contribute \$5 to this Plan).**

The amount of the matching contribution  is  is not subject to a maximum cap as elected in Item 2 below.

**2. Maximum Matching Contribution (if a matching contribution cap is elected in item 1 above, check one of the following):**

**Flat Dollar Cap** - In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (may not result in zero dollar amount):

- \$ \_\_\_\_\_ per weekly Payroll Period
- \$ \_\_\_\_\_ per bi-weekly Payroll Period
- \$ \_\_\_\_\_ per semi-monthly Payroll Period
- \$ \_\_\_\_\_ per monthly Payroll Period
- \$ \_\_\_\_\_ per Plan Year

**Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed \_\_\_\_\_% (may not be zero) of the Participant's Compensation  per Payroll Period  per Plan Year.

**3. Additional Allocation Conditions.** In order to receive a matching contribution, each Eligible Employee must satisfy the following additional conditions (conditions must be objectively determinable): \_\_\_\_\_

**B. Non-Matching Contributions.**

**1. Non-Matching Contribution Amount (check one):**

**Annual Contributions:** An annual contribution each Plan Year of \$ \_\_\_\_\_ or \_\_\_\_\_% of Compensation per Eligible Employee Participant (may not result in total contribution of zero).

**Special One-Time Contribution:** A one-time contribution of \$ \_\_\_\_\_ or \_\_\_\_\_% of Compensation per Eligible Employee (may not result in total contribution of zero) to be made as of the following date: \_\_\_\_\_.

**Per Payroll Period Contribution:** \_\_\_\_\_% (may not be zero) of Compensation per Payroll Period or a flat dollar amount per Payroll



Period as shown below (complete as applicable; amount may not result in a zero flat dollar amount):

- \$ \_\_\_\_\_ per weekly Payroll Period
- \$ \_\_\_\_\_ per bi-weekly Payroll Period
- \$ \_\_\_\_\_ per semi-monthly Payroll Period
- \$ \_\_\_\_\_ per monthly Payroll Period

2. **Additional Allocation Conditions.** In order to receive a non-matching contribution, each Eligible Employee must satisfy the following additional conditions (conditions must be objectively determinable): \_\_\_\_\_

Conditions for Annual Contribution: \_\_\_\_\_  
Conditions for Special One-Time Contribution: \_\_\_\_\_  
Conditions for Per Payroll Period Contribution: \_\_\_\_\_

**Section IV. Payroll Period.** The payroll period of the Participating Employer is:

- Weekly
- Bi-Weekly
- Semi-Monthly
- Monthly

**Section V. Modification and Termination of the Adoption Agreement.** If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Body by official action must adopt an amendment of the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the Trustees for approval. The amendment of the new Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented. The Administrator shall inform the Participating Employer of any amendments made to the Plan.

Adoption Agreement may be terminated only in accordance with the Plan. The Administrator shall inform the Participating Employer of the discontinuance or abandonment of the Plan.

**Effective Date.** This Plan will be effective for this Employer as of the later of (1) the first day of the Plan Year (January 1) in which this Adoption Agreement is executed by the Employer; or (2) \_\_\_\_\_, 20\_\_.

**EXECUTION BY EMPLOYER**

The foregoing Adoption Agreement is hereby adopted and approved on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

## **NOTICE TO EMPLOYER**

This Adoption Agreement may only be used in conjunction with The State of Indiana Deferred Compensation Matching Plan.

The failure to properly complete this Adoption Agreement or to, operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement, Master Plan Document, and Trust may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is the State Comptroller of Indiana, with its primary business offices located at: 200 West Washington Street, State House Suite 240, Indianapolis, Indiana 46204. The business telephone number is: (317) 233-3300. The primary person to contact is: \_\_\_\_\_.

## TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the State of Indiana Deferred Compensation Matching Plan. Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending \_\_\_\_\_, 20\_\_.
- other (must specify): \_\_\_\_\_.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
on behalf of the Board of Trustees