

**Town of Georgetown
Regular Meeting
May 20, 2024
6:30 P.M.**

Pledge of Allegiance

Roll Call:

Council members present: Chris Loop, Brandon Hopf, Jason Parrish, Doug Wacker and Matt Nolan.

Also attending: Julia Keibler, Chief Travis Speece, Haley James, Kristi Fox, Bob Woosley and Reny Keener.

Approval of Minutes

Brandon Hopf made a motion to approve the Regular Town Council Meeting Minutes from April 15, 2024. Seconded by Jason Parrish and approved 5-0.

Bid Opening for Corydon Ridge Rd Dual FM Check Valves & Legacy Springs/Rainelle Woods LS ARV

Bob Woosley opens the bids for this project. We received three bids:

- | | |
|-------------------------|--------------|
| 1. TRC | \$139,642.00 |
| 2. Riley's Construction | \$149,100.00 |
| 3. EZ Construction | \$185,300.00 |

This work includes installation of check valves in several existing manholes located along Corydon Ridge Rd, installation of automatic air relief valves in the existing valve vaults at both the Legacy Springs and Rainelle Woods Lift Station, and connection of the Rainelle Woods Lift Station 4" FM to both existing dual 4" FMs along Corydon Ridge Road.

Brandon Hopf made a motion to approve the quote from TRC in the amount of \$139,642.00 and to be paid from the WW Capital Improvement Fund, contingent up all required documents submitted to Bob Woosley for review. Seconded by Doug Wacker and approved 5-0.

Public Hearing to Establish a Cumulative Capital Development (CCD) Fund

Adam Stone is in attendance tonight. Adam Stone works for Stone Municipal Group and is a

licensed CPA and municipal advisor in Indiana. While he was reviewing the Town's annexation, he found that Georgetown does not have a cumulative capital development (CD) fund set up. This fund must be declared by May 31st before it can be potentially budgeted for the following year. This meeting is only to approve creating this fund. The funds can be used for any lawful purpose. The funds are cumulative and can be carried over from year to year if not disbursed or used.

Chris Loop opened the public hearing.

Kim Courtney - 1649 Henriott Road

Kim Courtney asks Adam Stone to explain the impact between a residential owner and a business owner. Adam Stone explains there is a 1% tax cap on owner occupied residential, 2% cap on farms and rental properties, and a 3% cap on anything else. This percentage cap is the percentage times the gross assessed value of the property. In the state of Indiana, you cannot legally pay more than that amount. Businesses are different because the cap is higher.

Billy Haller – 8161 Lisa Lane

Billy Haller asks if the budget will be specified now or at a later date. Do we have to go through this process every year? Billy Haller asks if anyone is tax exempt from this.

Carol Webb - 1156 Copperfield Drive

Carol Webb asks if there are any tax advantages with going to this fund instead of just the general fund and where to apply for tax deductions.

John Beams – 1215 Knob Hill Blvd

John Beams asks what happens with new businesses that come to Town and have a tax abatement.

Julia Keibler- 9181 Robin Road

Julia Keibler asks if the AFR & budget process is all reported together or separately. How does this actually end up on the tax bill.

Chris Loop closed the public hearing at 7:39 P.M.

Chris Loop talked about the Stone Municipal Group and their contract agreement proposed to the Town of Georgetown. Their fixed rate is \$1500.00 per month for services rendered to the Town and is a continuing contract that can be terminated at any time. This agreement has been reviewed by Kristy Fox.

Chris Loop made a motion to approve signing the contract with Stone Municipal Group outside of a meeting and to be paid out of the General Fund. Seconded by Brandon Hopf and approved 5-0.

Resolution R-24-04 – A Resolution Establishing Cumulative Capital Development Fund

Brandon Hopf made a motion to approve Resolution R-24-04, A Resolution Establishing Cumulative Capital Development Fund. Seconded by Matt Nolan and approved 4-1. Doug Wacker is opposed.

Clerk-Treasurer- Julia Keibler

The ARPA funds of \$350,000.00 appropriated to MS4 projects have been used up. There are two items, 1315 Cedar drainage project for \$1802.00 and the Copperfield project \$3865.50 (engineering fees), that were supposed to be paid from this fund. Bob Woosley said the Cedar drainage project was being completed by the Town employees and he said the Copperfield project was done, but there would still be no more than \$10,000 spent to finish the project out. The Copperfield project will continue to be paid from German American Funds.

Chris Loop made a motion for the 1315 Cedar Drive Drainage Project have a budget not to exceed \$10,000.00 and for this to be paid from the Local Roads and Streets Fund. Seconded by Doug Wacker and approved 5-0.

ARPA Fund still has a little over \$100,000 that still needs to be spent on parks. These funds have been earmarked by the council previously. Julia will double check to see if these funds need to be encumbered or promised in the budget. The Town does not want to lose these funds. Julia Keibler and Kristi Fox will review together about when these funds need to be encumbered or spent.

Fund 6201 Sewer Operating is negative \$5,197.54 as of April 30, 2024. This is due to some large chemical purchases, an increase in salaries, and an increase in other costs.

There was some confusion about whether the council approved the lighting fee on this rental form or not. Julia Keibler is asking for clarification.

Chris Loop made a motion to approve the lighting fee on the softball field rental form. Seconded by Jason Parrish and approved 5-0.

\$737.00 is still owed for the sewer tap in fee at 6710 Corydon Pike and the renter said the homeowner would be paying this amount. They are hooked up to our system now.

Chris Loop made a motion to place a lien on the property if the owner does not make the payment in a week. Seconded by Matt Nolan and approved 5-0.

Haley James drove to a DNR conference in Indianapolis and to the courthouse to file liens. Her total miles are 259.6 for a total to be reimbursed of \$127.20.

Doug Wacker made a motion to approve Haley James's mileage reimbursement request for \$127.20. Seconded by Chris Loop and approved 5-0.

Reny Keener will look at the Duke Energy map and Kristi Fox will look at the original contract from 2022 for Duke Energy. This is for a couple of lights that have not been paid for yet that need to be installed and a contract needs to be signed.

Chris Loop made a motion to table the Duke Energy Contract until next month. Seconded by Jason Parrish and approved 5-0.

Chief Travis Speece

Officer Terry Lawson graduated from the police academy last month and is working a combination of 1st and 2nd shift. Officer Vogt is at the academy and has an estimated graduation date of August 16th, 2024. The new police vehicle has been delivered and is officially being used.

Travis Speece would like to ask the Council for approval for a new police lobby. The time frame to start construction is the end of June 2024 or 4-6 weeks out. No drawings have been provided. Plans are to install an inside wall and replace the outside door. Travis Speece received three bids for this project:

• Trusted LLC	\$14,785.00
• Aria Construction	\$27,843.00
• Esarey Construction	\$23,785.41

All quotes are good for 60 days.

Chris Loop made a motion to table this until the council can take a deeper look at each quote. The rest of the board is in favor.

Ordinances G-03-08 and G-94-25 are not completely clear on how to dispose of vehicles that have been tagged. Kristi Fox will look at revising the Ordinances and the council can vote at the next meeting. No motion was made.

Public Works - Reny Keener

Grants

Congresswoman Erin Houchin's team reached out to any local government agency wanting to do a Capital Project for the Federal Government physical year of 2025. Reny Keener talked with Bob Woosley's team and ended up submitting the State Road 64 sidewalk project to connect Georgetown Christian Church to downtown and to connect Canal Lane to Copperfield. This will cover 80% of the project cost. It was submitted to be completed in 1 –

1½ years.

READI 2.0 / Lilly Foundation

On May 13, 2024, RFP's and scorecards were released and sent to the board. On June 5, 2024, Lilly RFP's are due. The Indiana Arts Commission is helping Lilly decide how to spend money on arts and culture projects. The IAC director will be visiting the park on May 22, 2024, at 2:00 P.M. to talk about the project. Anyone is welcome to attend. READI 2.0 RFPs are due in July. The Lilly funding will help determine how the RDA spends the READI 2.0 funding. The READI 2.0 matching funds can only be counted towards money spent from February 16, 2024. The only matching funds we have at this time will be from the RDC land purchase.

The projects we will be asking for are the playground, splash pad and parking lot. It will be around a \$3.6 million project.

Our region received \$45 million out of the requested \$75 million. The Lilly Foundation is adding an additional \$250,000.00 towards Blighted Property Redevelopment and Arts/Culture Projects. Reny Keener is not sure how this will be split between the regions.

Public Works

9142 Nina Drive – Failing Septic Tank

We received three quotes for the work needed at 9142 Nina Drive. Riley's submitted two quotes because they are using different pumps. The company that Riley's purchases the E-1 pumps from said the E-1 would not pump the distance needed.

The work includes the replacement of a tank, plus the grinder pump, plus labor:

- Riley's Excavating E-1 pump \$16,450.00
- Riley's Excavating Zoehler pump \$20,450.00
- Jecker's E-1 pump \$21,250.00

Chris Loop made a motion to approve Riley's Excavating quote of \$20,450.00 for 9142 Nina Drive, contingent upon Bob Woosley reviewing and approving the size and type of pump with a budget not to exceed \$20,450.00. This is to be paid out of Waste Water Capital Fund. Seconded by Brandon Hopf and approved 5-0.

AUS Maintenance

Aqua Utility Service is requesting to move forward with preventative generator maintenance in the amount of \$2,045.00. They are doing all the lift stations. The total quantity to be done is three.

Chris Loop made a motion to approve the request from AUS to have completed the planned maintenance for \$2,045.00 and to allow Chris Loop to sign the agreement outside of a meeting to and for this to be paid from the Waste Water Capital Improvement fund. Seconded by Brandon Hopf and approved 5-0.

Ratification for Catalpa Ridge & Frank Ott Road Streetlight

Safety concerns for a needed streetlight at the intersection of Catalpa Ridge and Frank Ott. Reny Keener received a quote from REMC. The quoted cost to the Town by REMC was \$10.00 extra a month.

Matt Nolan made a motion to approve the REMC ratification. Seconded by Jason Parrish and approved 4-1. Doug Wacker abstains.

Town Events

Reny Keener is asking to waive the food truck fees for the July 27, 2024, summer concert. Friends of Fred will be adding (no cost to town) a bounce house, put-put golf, and a kid section. Parking will be where the trailers used to be. Porta-potties will be available. Lines will be formed on the grass to help with parking and safety. Reny Keener will work with the Georgetown police department concerning logistics and safety during this event. At this time, there are some pending grants to fund this event, but we will know in June if any additional funding from the Town is needed.

Chris Loop made a motion to waive the food truck fees for the July 27, 2024, event, but insurance for vendors is still required. Seconded by Jason Parrish and approved 5-0.

The health department will be in attendance and Friends of Fred will have insurance. There will be two bands.

Jared Housier – Catalpa Ridge Right of Way

Jared Housier spoke with the Town in February and had the developer sign off on their potential interest in the property with a quit claim. Jared Housier is requesting an update for the Catalpa Ridge right of way. He would like to know what the next steps are.

If the Town vacates the property, it will go back to lot 7 because it is the only adjacent property that is next to the right of way. The town does not need to take any action right now. During the vacation of the property, we will prepare some documents. Part of the ordinance will have survey and legal work to direct where it is to go.

Doug Wacker and Kristi Fox are saying that if we vacate the property it will go to Lot 7. Lot 7 can then do what they want to with it within the parameters of the ordinance. This property is

located in Floyd County.

Lot 7 has told Jared Housier that they are not interested in the property and it will then be deeded to him. Jared Housier is a real estate agent and has talked to some developers about building homes on the property. It will be subdivided into similar sized lots and homes will be in a similar price range. There will be three lots facing Catalpa and one lot in the back facing Alonzo Smith Road.

Chris Loop asked if there would be a voluntary annexation. It would be very weird if everyone else in the subdivision got town services except for those couple of lots. They would be using town roads to access their property. If there will be a voluntary annexation, then the town will move forward with the vacation.

The survey work is not done for the vacation piece. Harold Hart is doing the survey, and we are not sure what his turnaround time will be. He will prepare an exhibit for the agreement. If Jared Housier is not agreeable to annexation, he should let the Town Council know because if that is the case then they will not move forward with the vacation.

The town would like the three lots in Catalpa Ridge to be annexed into the town. The revisionary rights will go to Lot 7. We will first need to have an agreement in place for annexation, it will need to be plotted out, the town will then vacate the property.

Jared Housier should follow up with Chris Loop, Julia Keibler and Kristi Fox about what he would like to do.

Town Attorney

Nothing to report.

Town Engineer

Copperfield Drainage Improvements

This project is basically complete, but there are a couple of items to address. The homeowner at 1002 Wildflower Court has requested a handrail be installed along the top of the new headwall for safety reasons. The contractor, Temple and Temple submitted a quote for this handrail to be installed and to remove some riprap. The quote is \$8,400.00.

Chris Loop made a motion to approve Temple and Temple's Change Work Order #2 with a budget not to exceed \$10,000 to do modifications to the headwall railing and landscaping and for this is to be paid out of the Gaming Fund. Seconded by Jason Parrish and approved 5-0.

8935 High Street – Septic Tank

This property is going to split their lot into two parcels. The existing tank will sit on the new parcel being created and will service a duplex unit. The existing house will need to be disconnected from the tank and a new tank will need to be installed on the property. Bob Woosley and Jamie Schillmiller will work together and do a final inspection before they tap in.

Chris Loop made a motion to have Lot 11 disconnect from the existing tank on Lot 9, and to have the homeowner install a new sewer system on Lot 11, at the homeowner's expense. Seconded by Brandon Hopf and approved 5-0.

Ashley Mariah Park

The park has been graded and rock should be added this week. Riley's will be doing curb work but has been delayed due to the rain. As soon as the curbs are cured, the playground company can do their part and pour the surface. It will be eight inches in total.

Plan Commission

Nothing to report.

Redevelopment Commission

The board has approved façade grant extensions to 9135 SR 64 – Justin Juhasz, 8265 & 8271 State Road 64 for Stan Walk. A façade grant was approved for 9215 SR 64 – Emerson Family Dentistry.

New Business/Agenda Items

Pay Application #1 - Copperfield Drainage Project

We received a pay app from Temple & Temple Excavating for \$306,028.80.

Matt Nolan made a motion to approve Pay App #1 from Temple & Temple for \$306,028.80. Seconded by Doug Wacker and approved 5-0.

Summer Meeting Schedule for Town Council Members

The July Town Council meeting will be moved from Monday, July 15, 2024, to Tuesday, July 30, 2024, at 6:30 P.M. The RDC meeting will be moved and held on Tuesday, July 30th at 5:30 P.M.

Doug Wacker made a motion to approve moving the July 15, 2024, Town Council and RDC meetings to Thursday, July 30, 2024. Seconded by Chris Loop and approved 5-0.

Sale of Old Town Hall

Wade & Nick are working on moving forward with the purchase of this building.

Summer Works Program

This contract is with Eckerd Connects. This program will bring up to 2 people to work at the public works department at no cost to the town, part time. This is a 6-week program from June 10- July 19. This focuses on individuals between the ages of 16–21-year-olds that are trying to transition into the workforce. This contract is funded by grants and donors. The individuals would make \$15.00 an hour and their insurance would be covered by SoIN Works. This is not reimbursement; their pay is covered directly.

Doug Wacker made a motion to allow Chris Loop to sign the Summer Works Program Contract. Seconded by Jason Parrish and approved 5-0.

9090 SR 64 – Building Violation

The Floyd County Health Department and Haley James are working together on this property. A vacate order was made on May 20, 2024, by the health department due to no water service. The health department has asked for the Town's help on cleaning this property up because there is trash outside which is attracting rodents. The Town cannot clean the property up until the tagged car can be towed. Kristi Fox recommends Haley James contact Floyd County Building Department to have them perform an unsafe building inspection.

Jason Parrish made a motion to approve allowing Haley James to work with the County on inspecting if this property is unsafe. Seconded by Matt Nolen and approved 5-0.

8001 Maple Grove – Vacant Property

Neighbors are complaining about weeds and rodents at this property. This home is vacant and unkept. Haley James would like to ask the Town Council how to move forward. Joseph Myer purchased property in 2015 and we have tried contacting him, but no response has been received.

Chris Loop suggests Haley James keep filing liens for our utility workers mowing and unpaid sewer liens and to provide the Town Council with an updated balance owed at the July meeting.

9235 SR 64 – Removing NSF Charges

Chris Loop made a motion to waive the \$70.00 NSF charges for the property at 9235 State Road 64. Seconded by Doug Wacker and approved 5-0.

Claims Docket

Jason Parrish made a motion to approve the claims docket. Seconded by Chris Loop and approved 5-0.

Adjournment

Jason Parrish made a motion to adjourn the meeting. Seconded by Brandon Hopf and approved 5-0.

Minutes approved by:

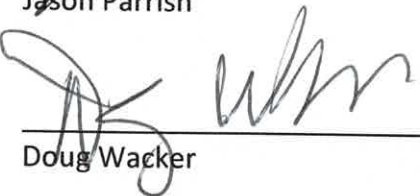
Christopher Loop



Brandon Hopf



Jason Parrish



Doug Wacker

Matt Nolan

Attest:



Julia Keibler, Clerk Treasurer

SIGN IN SHEET

MEETING DATE & TIME: May 20, 2024 @ 6:30 P.m.

PUBLIC HEARING FOR: Cumulative Capital Development Fund

[illegible]

**RESOLUTION ESTABLISHING CUMULATIVE
CAPITAL DEVELOPMENT FUND Resolution R-24-4
Under Indiana Code 36-9-15.5**

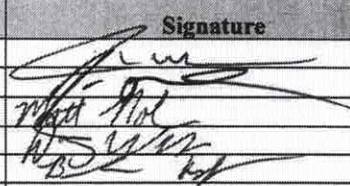
BE IT RESOLVED by the Town of Georgetown Town Council of Floyd County, Indiana that a need now exists for the establishment of a Cumulative Capital Development Fund under the provisions of Indiana Code section 36-9-15.5 for all applicable uses stated therein.

BE IT FURTHER RESOLVED that this Board will adhere to the provisions of Indiana Code 36-9-15.5.

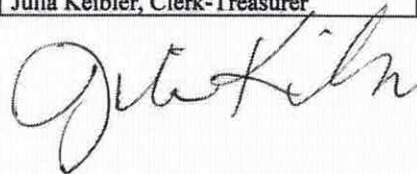
The proposed fund will not exceed \$.0167 on each \$100 of assessed valuation for taxes payable in 2025; \$.0333 on each \$100 of assessed valuation for taxes payable in 2026; \$.0500 on each \$100 of assessed valuation for taxes payable in 2027 and thereafter, continuing until reduced or rescinded.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law. The tax rate for this Fund is subject to certification by the Department of Local Government Finance.

Duly adopted by the following vote of the members of said Georgetown Town Council this 20th day of May, 2024.

Official Vote		Name	Signature
Aye	Nay		
☒	☐	Chris Loop	
☒	☐	Jason Parrish	
☒	☐	Matt Nolan	
☐	☒	Doug Wacker	
☒	☐	Brandon Hopf	
☐	☐		
☐	☐		
☐	☐		
☐	☐		

Attestation (Fiscal Officer)	Julia Keibler, Clerk-Treasurer
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STATEMENT OF WORK
Between Town of Georgetown, IN ("Town")
and Stone Municipal Group ("SMG")

May 7, 2024

To Mr. Reny Keener,

Thank you for the opportunity to assist the Town of Georgetown, Indiana. To assist your team on financial consulting services related to economic development, tax increment finance, budget forecasting, and levy management we would suggest the following scope of services:

Financial Advisory Services

- Preparation, Filing, and Technical Support related to Redevelopment Tax Impact Statement(s)
- Preparation, Filing, and Financial Projections related to TIF/EDA Boundary Amendment(s) Analysis
- Assistance and Outside Review of Town Budget Compliance Guidance and Levy Estimates
- Preparation, Filing, and Technical Support related to Establishing new Funds for the Town
 - Revenue maximization and growth opportunities for the Town
 - Cumulative Capital Development Fund
- Publication of Budget Sustainability Report with Financial Targets for Town Council
- Levy Appeal Calculations and Suggestions (as-needed)
- Revenue Projections & Considerations to Help Town manage growth and identify new financial opportunities
- Provide Periodic Updates on Key Budget, Municipal Finance, TIF, and Economic Development Legislative Updates

SMG will be available on an as-needed basis for review and consulting on other related items that may arise throughout the year.

Management Representatives

Reny Keener, Town Manager
Chris Loop, Council President

Fee Structure

Compensation for the above services will be a monthly fixed fee of \$1,500. Agreement will be reviewed at the end of 2024 to ensure needs are being met and scope is appropriate for all parties involved. The Town can opt out with a 30 day notice at any time after a minimum three month period. Otherwise, the agreement will automatically renew at the end of each year unless terminated by either party with a 30 day notice.

Project Authorization

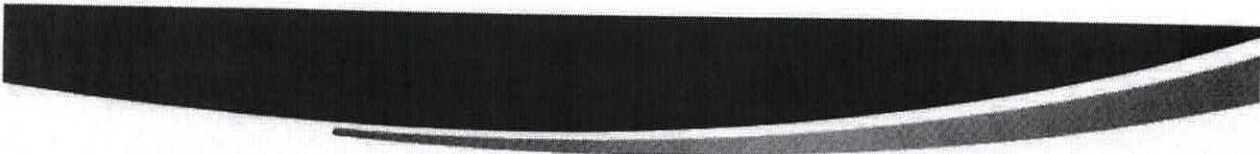
If you are in agreement with the proposed approach, fees, and expenses outlined herein, please sign and date below and return one copy at your earliest convenience via email.

Thank you for the opportunity to work with you and your team on this important project.

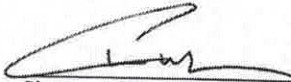
Best regards,

Adam D. Stone, CPA

Adam Stone | Stone Municipal Group



I hereby accept the terms and conditions of the aforementioned project provided to the Town of Georgetown and Stone Municipal Group.


Signature of Acceptance

05-20-2024
Date of Acceptance

CHRIS LOOP TOWN COUNCIL PRESIDENT
Printed Name and Title

SUMMERWORKS WORK EXPERIENCE AGREEMENT

THIS AGREEMENT is entered into this ____ day of May of 2024 by and between ECKERD CONNECTS (employer of record) and the Town of Georgetown (called "worksites").

ECKERD CONNECTS is working with individuals (called "PARTICIPANT") who are seeking employment and who desire to work. Through a SUMMERWORKS WORK EXPERIENCE, reimbursement shall be made by ECKERD CONNECTS to the PARTICIPANT in lieu of actual wages paid by the WORKSITE. The following are provisions of the agreement entered into by ECKERD CONNECTS and the WORKSITE for purposes of implementing this WORK EXPERIENCE.

EMPLOYER OF RECORD: ECKERD CONNECTS	WORKSITE: Town of Georgetown
Address: 2125 State Street, Suite #16	Address: 1580 Baylor Wissman Road
City, State, Zip: New Albany, IN 47150	City, State, Zip: Georgetown, IN 47122
Contact Person: Jodie Beatty	Contact Person: Reny Keener
Email: jbeatty@soinworks.com	Email: reny.keener@georgetown.in.gov
Phone: 812-941-6437	Phone: 812-951-3012

1. ECKERD CONNECTS will refer the PARTICIPANT to the WORKSITE based on: (A) the specific request and job description as provided by the WORKSITE and (B) an assessment of the PARTICIPANT'S interests, aptitudes, and skills base as assessed by ECKERD CONNECTS. The WORKSITE will have the right to accept or reject PARTICIPANT referred by ECKERD CONNECTS and at any time, may request that a specific PARTICIPANT no longer be assigned to it. In the event that the WORKSITE rejects a PARTICIPANT or requests that a PARTICIPANT no longer be assigned to it, the WORKSITE will provide ECKERD CONNECTS with the reasons for requesting such actions.

2. ECKERD CONNECTS will provide all reimbursement due to PARTICIPANT(S), inclusive of wages, taxes, and worker compensation payments. The WORKSITE is responsible to ensure that PARTICIPANT is provided with on-the-job supervision and direction which is necessary to assure effective job performance. At all times, the PARTICIPANT will be under the exclusive direction and control of the WORKSITE.

3. ECKERD CONNECTS will reimburse the PARTICIPANT for all work performed for the WORKSITE within the following guidelines:

A. ECKERD CONNECTS will reimburse PARTICIPANT for hours worked up to the specified number of hours per day/week pursuant to the following terms:

Job Position/Title	SummerWorks - Georgetown Utilities Department – 2 positions
Start/End Date	June 10, 2024 – July 21, 2024
Hours Per Day/Week	20 hours per week for six (6) weeks
Total Hours	Not to exceed 120 hours
Rate of Pay	\$15.00 per hour

B. In the event that the WORKSITE needs a PARTICIPANT to work hours in excess of the specified number of hours, the WORKSITE will be responsible for making payment to the PARTICIPANT for these excess hours, including the payment of any applicable overtime.

C. The WORKSITE understands that PARTICIPANT will not receive any fringe benefits other than Worker's Compensation, which will be provided by ECKERD CONNECTS.

Eckerd Connects. 03/23/2023

D. The WORKSITE shall keep a daily account of hours worked by each PARTICIPANT and shall forward this account to ECKERD CONNECTS following the last day of each reimbursement period. This accounting will report the total number of hours worked by each PARTICIPANT during the reimbursement period, with the daily breakdown certified by both the PARTICIPANT and the WORKSITE.

E. If the PARTICIPANT is a minor child covered by Federal Child Labor Laws, the WORKSITE understands that the PARTICIPANT can only work hours consistent with the hours identified on the Work Permit. If the WORKSITE works the PARTICIPANT for hours in excess of those allowed on the work permit, the WORKSITE will be responsible for making payment to the PARTICIPANT for these excess hours.

4. The WORKSITE shall provide and explain written work rules to each PARTICIPANT placed at the worksite. These rules will contain, at a minimum, the expectations for time and attendance, unexcused absence policies, and all safety policies.

5. ECKERD CONNECTS representatives may, as required or requested by the WORKSITE, counsel PARTICIPANT regarding employment or other matters related to this SUMMERWORKS WORK EXPERIENCE. It is understood that ECKERD CONNECTS will work with the WORKSITE in the scheduling and delivery of this counseling to ensure minimal disruption of the work environment.

6. Both ECKERD CONNECTS and the WORKSITE may terminate this agreement immediately upon notification that funds are not available to reimburse PARTICIPANT. Should changes occur in any or all of the following areas, representatives of both ECKERD CONNECTS and the WORKSITE would sign an amendment to this agreement: (1) the description of the work to be performed by the PARTICIPANT(S), (2) the total hours for which PARTICIPANT are to be employed, (3) the hourly rate of pay, and/or (4) the number of hours per week the PARTICIPANT may work.

7. The WORKSITE assures that:

A. As a condition to the award of financial assistance from the Department of Labor, the WORKSITE assures, with respect to operation of this WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded activity, that it will comply fully with appropriate nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIA); title VI of the Civil Rights Act of 1964; as amended: section 504 of the Rehabilitation Act of 1973, as amended: the Age Discrimination Act of 1975, as amended: title IX of the Education Amendments of 1972, as amended: and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

B. It will comply with the requirement that no program shall involve political activities and/or lobbying.

C. It will establish safeguards to prohibit PARTICIPANT from using their positions for private gain for themselves or others, particularly those with whom there are family, business, or other ties.

D. PARTICIPANT in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or workshop.

E. Appropriate standards for health and safety in work and training will be maintained for all PARTICIPANT. All child labor laws will be followed if a PARTICIPANT is under the age of 18 and subject to these laws.

F. The placing of the PARTICIPANT at the WORKSITE will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.

G. PARTICIPANT at the WORKSITE will be treated in a manner consistent with the treatment afforded other PARTICIPANT working in the same position and under similar conditions.

Eckerd Connects. 03/23/2023

H. PARTICIPANT at the WORKSITE will not be involved in work duties which involve the operation of any motor vehicle. If the WORKSITE requires a PARTICIPANT to operate such a vehicle, the WORKSITE assumes all liability for any accident or damage to property or person.

8. The payroll provider for ECKERD CONNECTS will maintain general liability insurance coverage and will hold harmless the WORKSITE, except to the extent that damage is caused by the willful misconduct of the WORKSITE.

The foregoing Agreement is mutually agreed upon by:

ECKERD CONNECTS

Signature

Printed Name

Title

Date

WORKSITE



Signature

CHRIS LOOP

Printed Name

TOWN COUNCIL PRESIDENT

Title

05-20-24

Date