



Sellersburg Board of Zoning Appeals

May 19th, 2025

Meeting starts at 6 p.m.

1. Call to Order
2. Role Call
3. Agenda Amendments (if applicable)
4. Approval of the April 21st, 2025 meeting minutes
5. Old Business: NONE
6. New Business:
 - a. 2025-04-DV-03 Chad Wheeler, 12111 BRIDGEWAY CT., Sellersburg, IN 47172 has filed a Development Standards Variance for a reduced setback on proposed pool
 - b. 2025-04-DV-04 Cedric Knight, 104 KARIE DRIVE, SELLERSBURG, IN 47172 has filed a Development Standards Variance for a fence on his corner lot
 - c. 2025-04-DV-06 B Sign Group Joey Bates, 4239 Earnings Way, New Albany, IN 47150 has filed a Development Standards Variance at 8011 CR 311, Sellersburg, IN, 47172 for 3 additional signs as usual for all Starbucks
 - d. 2025-04-SE-01 William Hodges with Bowman, 450 Old Vine St, Suite 304, Lexington, KY 40507 has filed for a Special Exception at 7317 Appleleaf Ln., Sellersburg, IN 47172 for a Drive-Thru element to be added to the DP
7. BZA Business: Vote on Contract with Stoll , Keenon & Ogden (Alex Gaddis) for the 2025 year
Discuss Engagement letter for services offered by Young, Lind, Endres and Craft
8. Attorney Comments
9. Adjourn

Submitted by:

Jeremy Corbett
Building Commissioner
Town of Sellersburg
316 East Utica Street
Sellersburg, Indiana 47172
jcorbett@sellersburg.org
(502) 817-3041



Sellersburg BZA Minutes

April, 21, 2025

The minutes as written are not verbatim, but a summary of the meeting.

Attendance:

Present:

Floyd Combs
Tom McEwen
Louie Jensen
Karen Huber
Jeremy Corbett – Building Commissioner
LaDonna Broadus -Planning Administrator
Alex Gaddis – Board Attorney

Absent:

Evan Brown

Call to Order: Tom McEwen called the meeting of the Sellersburg Board of Zoning Appeals to order at 6:00 pm at Sellersburg Town Hall, 316 East Utica St., Sellersburg.

Appointment of New Member: Alex Gaddis , swore in new member Louie Jensen.

Approval of Minutes:

Floyd Motion made a motion to approve the January 20, 2025 meeting minutes. Karen Huber seconded the motion. Motion carried 4-0.

Old Business:

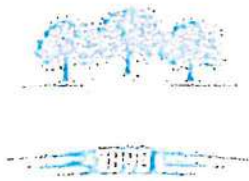
None

New Business:

2025-02-DV-01 Isaiah Hickman . 12635 Greenbriar Blvd. Sellersburg. IN 47172 has filed a Development Standard Variance to put up a fence on his corner lot.

Isaiah Hickman came to the podium and stated he wanted to put a fence up in his front yard on a corner lot . the rational is that we end on a busy road and up on a hill safety is an issue. He has two front yards on the corner and wants to put the fence out towards Bennetttsville.

Jeremy Corbett gave the staff report. The fence will not be injurious to the public as thee are other lots in this neighborhood who have applied for and obtained the same kind of variance. The proposed fence will not affect the value of any adjacent parcel because there are other corner lots who have obtained the same kind of variance. The fence would have to go straight back from the house and leave a strip of land unused on the lot. This fence will not impair the view of drivers on the orad so staff thinks this variance of approved will be acceptable.



Sellersburg BZA Minutes

The board voted on all the findings of fact. All members agreed with all the findings. Floyd Combs made a motion to approve the petition and Karen Huber seconded. Vote taken on the motion. 4-Aye 0-Nay, motion carried.

Communications

Nothing at this time

BZA Business:

Table voting on counsel contract with Stoll , Keenon & Oigden

Reports:

None

Board Attorney:

None

Announcements:

None

Adjourn:

Floyd Combs made a motion to adjourn, and seconded by Karen Huber, motion carried 4-0. adjourned at 6:10 pm.



Sellersburg BZA Minutes



Louie Jensen

Attest Jeremy Corbett

Tom McEwen

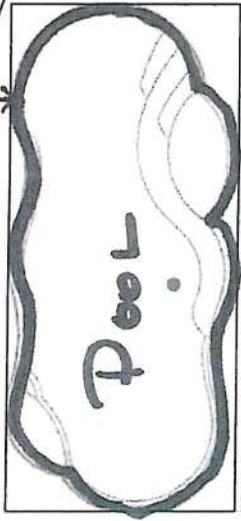
Floyd Combs

Evan Brown

Karen Huber

BRIDGEWAY CT (Street)

DRIVEWAY



Courtyard Area 12109 BRIDGEWAY CT

↑ DIVIDING PROPERTY WALL

HOUSE
12111 BRIDGEWAY CT

↓ GOLF COURSE



BeaconTM

Clark County, IN



Incorporated Boundaries -

Outline

- CITY OF CHARLESTOWN
- CITY OF JEFFERSONVILLE
- TOWN OF BORDEN
- TOWN OF CLARKSVILLE
- TOWN OF SELLERSBURG
- TOWN OF UTICA

Parcels

Parcel Property Address Labels

Parcels

Condos

<all other values>

Date created: 5/12/2025
Last Data Uploaded: 5/12/2025 4:17:56 AM
Developed by





EAC Fence
a division of EAC Enterprises, LLC
Fencing Done Right

PHONE: (812) 984-3014
120 E. Bell Avenue, Clarksville, IN 47129
eacfence@eacfence.com

Customer Brittany Knight Date 3-10-25
Address 104 Karie Dr.
Sellersburg, IN 47172
Email _____ Phone # 502-548-3806

Type of Fence

Select the type of fence to be installed:

☐ **WOOD** _____ Pressured Treated Pine (PTP) _____ Cedar
_____ Poplar _____ Other _____

NOTE: Wood is a natural product. No Tree is perfect.
Therefore we cannot warranty natural shrinking, knots,
warping or splitting.

☐ **PVC/Vinyl** _____ White _____ Tan _____ Other _____
Add'l Info _____

LF	STYLE	SIZE
<u>238</u>	<u>4 tall</u>	HT _____ W _____
_____	<u>3-rail</u>	HT _____ W _____
_____	<u>flat top</u>	HT _____ W _____
_____	<u>aluminum</u>	

GATES
Wood Fence will use _____ # of Rails per Post
(1) 4' wide HT _____ W _____
single HT _____ W _____

Gates will use 6x6-wood posts _____ or steel frame & posts _____

PANEL DESIGN	PICKET DESIGN	POSTS
<input type="checkbox"/> Straight	<input type="checkbox"/> Flat Top	<input type="checkbox"/> Wood _____
<input type="checkbox"/> Concave	<input type="checkbox"/> French Gothic	<input type="checkbox"/> No of _____
<input type="checkbox"/> PA Dutch	<input checked="" type="checkbox"/> Dog Ear	<input type="checkbox"/> Height _____
<input type="checkbox"/> Convex	<input type="checkbox"/> Gothic	<input type="checkbox"/> Top Design _____
<input type="checkbox"/>	<input type="checkbox"/>	

☒ **Aluminum** ☐ **Chain Link**
Fence Height 4 FT. Framework Aberdeen
Type Chain Link Fabric
Terminal Post Size _____ Gate Post Size _____
Line Post Size _____ Max _____ Spacing Top Rail _____ O.D. _____
Gate _____

Install 238' of 4 tall 3-rail
flat top aluminum fence.
Install (1) 4' wide single gate

Gate to use self-closing hinges and a lockable/keyed in
All posts set in 2' of concrete.

* Dirt to be spread along fence line to settle

DEPOSIT required: 1/2 Deposit - **BALANCE DUE UPON COMPLETION**

Accepted Methods of Payment: Check, Cash, Visa, Mastercard, Amex, or Discover

EAC Fence Signature: Alex Burt

All quotes subject to conditions beyond our control. Work is to be completed in a substantial workmanship manner according to the specification as submitted, per standard practices. **CUSTOMER ACCEPTANCE OF PROPOSAL:** I hereby authorize you to do the work outlined above at the price specified. All materials remain the property of EAC Fence until fully paid for and can be removed for NON-PAYMENT.

***** A SIGNED COPY OF THIS AGREEMENT MUST BE RETURNED ALONG WITH YOUR DEPOSIT BEFORE SCHEDULING PROCESS CAN BEGIN. *****
Date of Acceptance: _____ Customer Authorized Signature: _____

See back for Terms & Conditions \$7100
This proposal may be withdrawn by us if not
accepted with 30 days. Includes



- Incorporated Boundaries -
Outline
- CITY OF CHARLESTOWN
 - CITY OF JEFFERSONVILLE
 - TOWN OF BORDEN
 - TOWN OF CLARKSVILLE
 - TOWN OF SELLERSBURG
 - TOWN OF UTICA
- Parcels
- Parcel Property Address Labels
- Parcels
- Condos
- <all other values>

STARBUCKS COFFEE #82388
8011 COUNTY RD-311
SELLERSBURG IN 47172



24-73395

InSite

Landlord ("LL") comments:

1. Signage size / locations are to subject to LL final verification of Tenant's allowable signage per the lease.
2. Submit to LL complete installation details and plans for review / approval prior to installation.
3. Submit to the LL a copy of the Signage Permit and approved submittal(s) received from the authority having jurisdiction prior to signage installation.
4. Provide 72-hours notice to LL and coordinate with LL and / or it's designee at the property prior to commencement of sign installation.
5. No penetrations are allowed into the roofing membrane (horizontal or vertical) or the metal flashing and copings. No surface mounted anchors are eyebolts are allowed.

Landlords review, with or without comments, of plans and specifications is for general acceptance only. Landlord does not warrant or guarantee and assumes no responsibility, that the plans, and specifications, meet local, state or federal requirements. Tenant maintains responsibility to insure the plans and specifications meet, and all construction is completed in accordance with all applicable codes, laws, ordinances, statutes, regulations, and decisions of tribunals or governmental or quasi-governmental bodies and agencies having jurisdiction thereon.

No exception taken
☒ Reviewed with comments
☐ Rejected & Resubmit

Landlord: Sellersburg, IN (6009 County Road 311) LLC

By/Date: Kristen Pangrac / 12/10/24

By/Date: _____

~~HILTON~~DISPLAYS

125 HILLSIDE DRIVE • GREENVILLE SC 29607
P 800 353 9132 • F 864 242 2204
www.hiltondisplays.com

SITE PLAN

A 60" SIREN

C 44" TY/EO DIRECTIONAL

D 44" DT DIRECTIONAL

E CLEARANCE BAR

F PRE-MENU BOARD

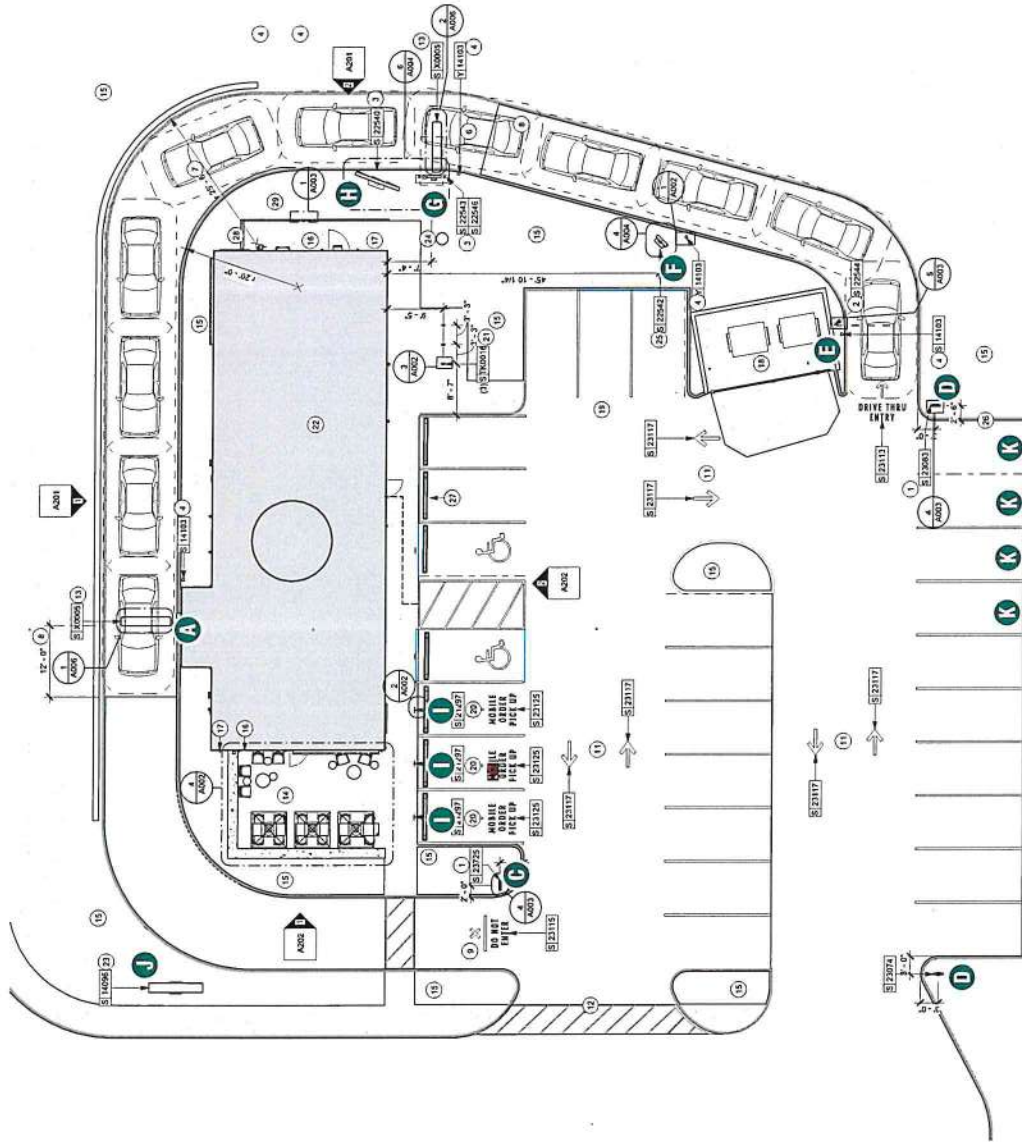
G CANOPY w/ DOS

H MENU BOARD

I PARKING PANELS

J MONUMENT

K EMPLOYEE ONLY PARKING SIGN



1 SITE PLAN
1/26

HILION DISPLAYS
125 HILLTOP DRIVE - GREENVILLE SC 29607
P: 864.333.3333 F: 864.333.2204
www.hiliondisplays.com

QID 24-73395

JOB NAME

Starbucks 82388

LOCATION

8011 County Rd-311
Sellersburg IN

CUSTOMER CONTACT

SALESMAN / PM

Morgan Ausprung

DESIGNER

Ashley Smith

DWG. DATE

7-17-24

REV. DATE / REVISION

8-20-24

8-26-24

11-19-24 12-17-24

12-31-24 1-3-25

3-3-25 03-07-25 MB

03-14-25 AS 03-26-25 AS

SCALE

As Noted

FILE

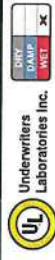
2024/Starbucks/Locations/
Sellersburg IN 24-73395/
SB Sellersburg IN 24-73395

DESIGN SPECIFICATIONS ACCEPTED BY:

DATE: CLIENT:

SLS PRJ. LANDLORD:

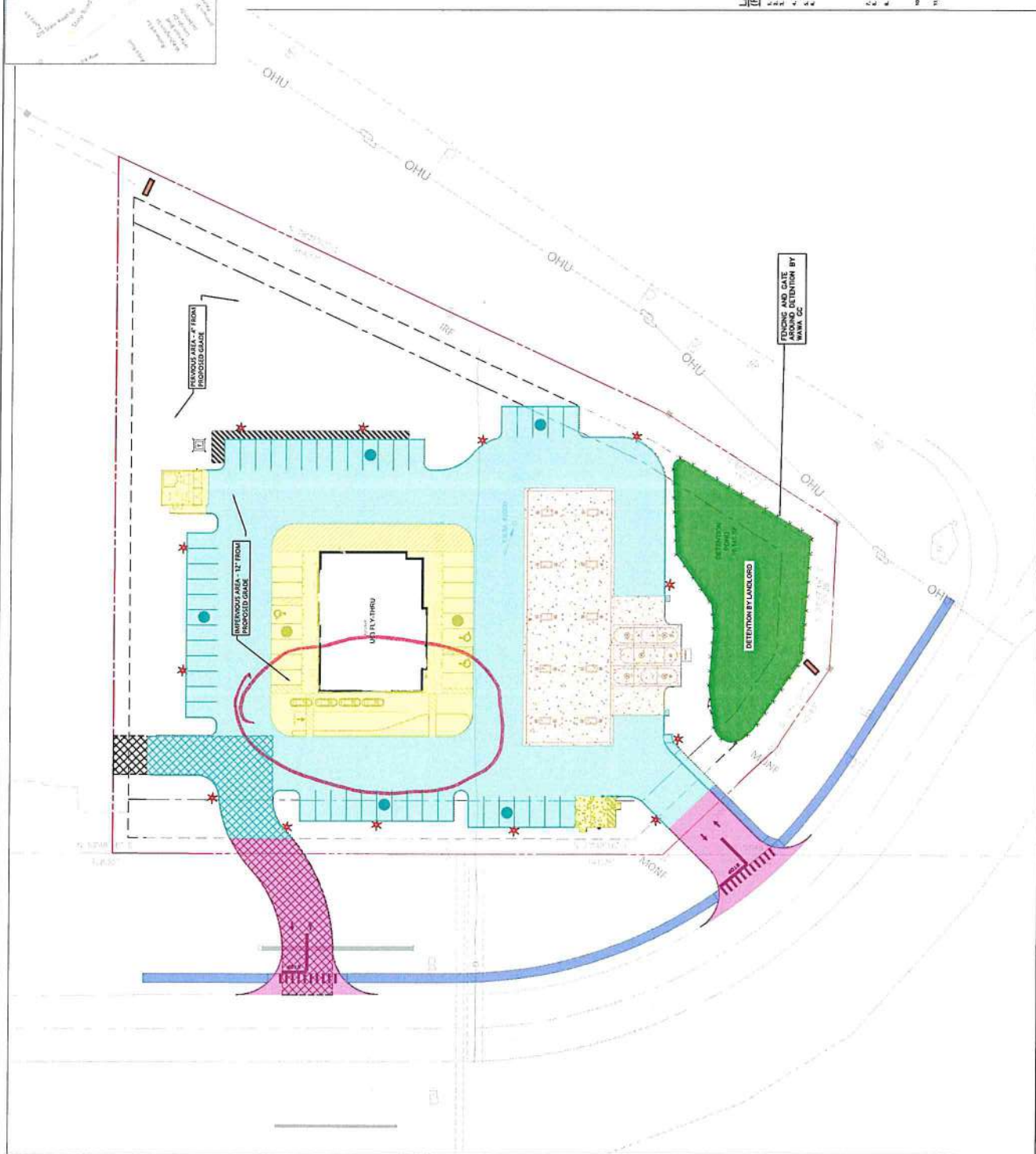
THE CLIENTS HAS WARRANTED TO HAVE ALL NECESSARY
PERMITS AND APPROVALS FOR THE PROJECT. THE
VARIATIONS OF THE PROPOSED SCALE, FOR THE
VARIATIONS IN PARTING UNITS AND SUBSTANCES, THE
FURNISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.



PLM STATUS	
DATE	DESCRIPTION
08/08/24	RE-ISSUE
08/22/24	SANITARY COMMENTS
09/11/24	WATER LINE REVISION
12/05/24	FLY TRAIL REVISION
12/10/24	WATER REVISION
01/20/25	PHOTOMETRICS
02/11/25	TRAMP COMMENTS
04/31/25	RE-ISSUE

DIVISION OF
WORK - SITE

EX. 1





Sellersburg Board of Zoning Appeals

STAFF REPORT DEVELOPMENT STANDARDS VARIANCE

DATE:	05/19/2025
DOCKET NUMBER:	2025-04-DV-03
APPLICANT:	Chad Wheeler
OWNER:	Wheeler Chad L & Jennifer M
LOCATION OF SUBJECT PROPERTY OF VARIANCE	12111 Bridgeway Ct. Sellersburg, IN 47172
LEGAL DESCRIPTION	COVERED BRIDGE SUBD SEC 4 LOT 155 REPLAT .232 AC
VARIANCE REQUESTED:	Development Standards for side yard setback
CURRENT ZONING:	R1

Information:

The Owner wants to build a pool and is asking for the accessory structure side yard setback to be reduced to 3' from 5'

Finding of Fact:

In accordance with the requirements set out in the Indiana Code the Board of Zoning Appeals will need to determine if the applicant has satisfied the requirements in IC 36-7-4-918.5.

Finding of Fact:

1. The Variance will not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted:

The variance will not be injurious to the use and enjoyment of other property in the immediate vicinity as it is similar to other pools in this neighborhood just 2' closer to the wall separating the lots.



Sellersburg Board of Zoning Appeals

STAFF REPORT DEVELOPMENT STANDARDS VARIANCE

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner based on:

The use or value of the area adjacent to the property included in the Variance will not be affected in a substantially adverse manner because the proposed pool and site layout is consistent with existing homes in this area that have pools as well.

3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property based on:

The strict application of the terms of the UDO will result in practical difficulties in the use of the property because it would require the electric service cable to the residence to be relocated.

Staff Notes:

Staff finds the request acceptable as it will prevent the owner from having to move their electric line to avoid the pool and the reduction of setback is only 2'.



Sellersburg Board of Zoning Appeals

STAFF REPORT DEVELOPMENT STANDARDS VARIANCE

DATE:	05/19/2025
DOCKET NUMBER:	2025-04-DV-04
APPLICANT:	Cedric Knight
OWNER:	Knight Brittany M and Cedric
LOCATION OF SUBJECT PROPERTY OF VARIANCE	12111 Bridgeway Ct. Sellersburg, IN 47172
LEGAL DESCRIPTION	LAKE POINTE ESTATES SEC 1 LOT 11
VARIANCE REQUESTED:	Development Standards for fence on corner lot
CURRENT ZONING:	R1

Information:

The Owner wants to build a fence and lives on a corner lot in a subdivision. Corner lots are considered to have 2 front yards and 2 side yards. Fences placed in front of houses can only be 3' tall without a variance from the BZA

Finding of Fact:

In accordance with the requirements set out in the Indiana Code the Board of Zoning Appeals will need to determine if the applicant has satisfied the requirements in IC 36-7-4-918.5.

Finding of Fact:

1. The Variance will not injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted:

We have young children who frequently play in the backyard, and a fence is essential to keep them safely contained while they use the playground and basketball court. This variance should not affect any surrounding properties.



Sellersburg Board of Zoning Appeals

STAFF REPORT DEVELOPMENT STANDARDS VARIANCE

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner based on:

Improves neighborhood safety. Adding a fence can contribute to the overall safety and appearance of the neighborhood by containing children and pets and deterring stray animals.

3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property based on:

Without a fence, we are not able to fully or safely use the backyard for its intended recreational purpose.

Staff Notes:

Staff finds the request acceptable as it will allow the applicant to fully utilize their yard.



Sellersburg Board of Zoning Appeals

STAFF REPORT DEVELOPMENT STANDARDS VARIANCE

DATE:	05/19/2025
DOCKET NUMBER:	2025-04-DV-06
APPLICANT:	B Sign Group, Joey Bates
OWNER:	Sellersburg, In (8009 County Road 311) LLC
LOCATION OF SUBJECT PROPERTY OF VARIANCE	8011 CR 311 Sellersburg, IN 47172
LEGAL DESCRIPTION	Hardy Buisness Center Phase 2 (Division Tract 3) Parcel B 1.13 Ac
VARIANCE REQUESTED:	Development Standards for Additional Sgns
CURRENT ZONING:	B1/GO

Information:

The Owner wants to add additional signs on site per usual Starbucks layouts

Finding of Fact:

In accordance with the requirements set out in the Indiana Code the Board of Zoning Appeals will need to determine if the applicant has satisfied the requirements in IC 36-7-4-918.5.

Finding of Fact:

1. The Variance will not injurious to the use and enjoyment of other property in the immediate vacinity for the purposes already permitted:

The installation of the proposed (three additional) internally lit wall signs for a total of (2) circular logos and (2) Starbucks channel letter sets should have no effect, injurious or otherwise, upon public health, safety, morals, or general welfare of the community. Other businesses adjacent and near this property have similar signage to what we are requesting, so our building will have a similar aesthetic if our request is approved.



Sellersburg Board of Zoning Appeals

STAFF REPORT DEVELOPMENT STANDARDS VARIANCE

Additional wall signage will benefit the community as it will help drivers see the Starbucks sooner and easier and thus will help prevent potential traffic issues

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner based on:

The proposed additional wall signs are the brand standard for Starbucks and are proportional to the dimensions of the building. The wall signs aesthetically improve the building and are similar to the signs on the adjacent building. Therefore, the additional signage will not affect the adjacent property in a substantially adverse manner.

3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property based on:

The request for variance is for the purpose of Starbucks to maximize their visibility for drivers navigating near and around their business. Strict application of the UDO terms significantly restricts visibility of the business to the point where customers are not aware of its presence until they are right in front of it.

Staff Notes:

Staff agrees that surrounding businesses have similar signage and doesn't see a conflict with this variance if approved.



Sellersburg Board of Zoning Appeals

STAFF REPORT SPECIAL EXCEPTION

DATE:	05/19/2025
DOCKET NUMBER:	2025-04-SE-01
APPLICANT:	Bowman William Hodges
OWNER:	Exit 7 LLC
LOCATION OF SUBJECT PROPERTY OF VARIANCE	7317 Appleleaf Ln. Sellersburg, IN 47172
LEGAL DESCRIPTION	Exit 7 LLC Gt 87-3.56 Ac Parcel 1
VARIANCE REQUESTED:	Special Exception – Drive-thru
CURRENT ZONING:	B3/GO

Information:

Applicant requesting a Special Exception to allow for a Drive-thru window to be added to the already approved Development Plan.

Finding of Fact:

In accordance with the requirements set out in the Indiana Code the Board of Zoning Appeals will need to determine if the applicant has satisfied the requirements in IC 36-7-4-918.6.

Finding of Fact:

1. The establishment, maintenance, or operation of the Special Exception will not be detrimental to or endanger the public health, safety, morals, or general welfare based on:

The proposed alteration to the previously approved plans imposed no endanger to the public. The exception supports the functionality of the intended use.

2. The Special Exception will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted based on:



Sellersburg Board of Zoning Appeals

STAFF REPORT SPECIAL EXCEPTION

The proposed alteration to the previously approved plans has no effect on adjacent property or those in the immediate vicinity. The exception supports the functionality of the intended use.

3. The establishment of the Special Exception will not impede or substantially alter the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district based on:

The proposed alteration to the previously approved plans does not alter or impede surrounding property for uses permitted in the Zoning district.

4. Adequate utilities, access road, drainage, and other necessary facilities have been or are being provided based on:

The construction plans for the intended use have been approved by all agencies having authority under separate cover. The modifications to the plans are representative of minor building updates and the incorporation of a "grab and go" window.

5. Adequate measures have been or will be taken to provide ingress/egress to the property to minimize traffic congestion on public roadways based on:

Full engineering plans have been produced which have taken into account adequate ingress/egress requirements for the site to safely function as designed and engineered.

The Special Exception is permitted in and will be located in the B3/GO zoning district. The applicant has reviewed all of the applicable development standards for this district and this particular use based on:

The owner has reviewed the Sellersburg UDO and been briefed on the regulations.



Sellersburg Board of Zoning Appeals

STAFF REPORT SPECIAL EXCEPTION

Staff Notes:

Other Drive-thrus' have been approved in the Gateway Overlay district and staff does not see any complications arising if this one is approved



D. KEITH PULLIAM
DIRECT DIAL: (502) 568-5756
DIRECT FAX: (502) 333-6099
KEITH.PULLIAM@SKOFIRM.COM

428 MEIGS AVENUE
JEFFERSONVILLE, IN 47130
MAIN: (812) 284-9499

April 22, 2025

Town of Sellersburg, Indiana
c/o Charlie Smith, Town Manager
316 E. Utica Street
Sellersburg, IN 47172

RE: Contract for Attorney Services

Dear Mr. Smith:

Thank you for selecting Stoll Keenon Ogden PLLC ("SKO" or "us" or "we" or "the firm" or "the Attorney") to serve as your counsel for the Town of Sellersburg, Indiana's (hereinafter referred to as the "Town") Plan Commission, Board of Zoning Appeals, and Unsafe Building Authority (the "Designated Departments"). The purpose of this engagement letter (this "Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement.

Scope of Engagement. The scope of the engagement is to represent the Town's Designated Departments in open meetings and in areas dealing with ordinance violations, minor litigation, other non-covered litigation wherein the Town or one or more of its officers or employees is named a party, and any other day-to-day issues and meetings for which the Town needs legal services.

Fees. The Town agrees to compensate the Attorney for professional services provided. In consideration of the above factors, and all other relevant factors, the Town and the Attorney have agreed that the Attorney will be compensated at the rate of One Hundred Eighty-Five Dollars (\$185.00) per hour for all services described above, with such rate to be subject to annual adjustment at the discretion of the Town Council.

Expenses. In addition to our fees, in the course of providing services to you, we may incur expenses for services such as printing, photocopying, delivery services, telephone usage, postage, document binding, deposition fees, court costs, filing fees, expert and non-expert witness fees, and travel expenses. The actual expenses incurred depend on the services that we provide to you. Expense items incurred on your behalf will be itemized separately on our billing statements.

Town of Sellersburg, Indiana

April 22, 2025

Page 2

To the extent the Attorney's services will likely include attendance at meetings with local, state, or federal officials from time-to-time, the Town agrees to also reimburse the Attorney for out-of-pocket expenses, including without limitation, long distance telephone, postage, and mileage at the approved State rate for travel when the Attorney is working pursuant to this contract.

The Town and the Attorney expressly agree that should the Attorney be named as a defendant or respondent in any litigation or administrative proceeding pertaining to its services under this contract, the Town shall provide the Attorney's legal defense at trial and during any appeal, and the Town shall pay all attorney, fees, costs, judgments and orders, if any, that may become due as a result of the Attorney being so joined in any litigation or administrative proceeding for any reason, valid or not, as a result of his being a party to this contract. The Town further agrees to indemnify and hold the Attorney harmless from any claim, expense, cost, attorney fees, liability, judgment, or order of payment arising from his provision of services under this contract. These obligations of the Town shall survive the termination of this contract, and shall be binding on the Town and its successors and assigns.

Billing. Generally, our billing statements for fees, expenses, costs, and disbursements will be prepared and mailed or emailed monthly. Payment is due upon receipt.

Nonpayment. If a statement is not paid within 30 days of the statement date, a finance charge computed at the periodic interest rate of 1.5% per calendar month (18% per year) on the unpaid balance may be imposed on your account. If full payment on the final billing statement is not received within 90 days of the billing, SKO may elect to enforce the obligation through legal process. You agree to pay any and all fees and costs incurred in the collection and enforcement of this Agreement including, but not limited to, attorney fees.

Conflicts. We are not currently aware of any conflicts with past or existing clients which would preclude our representation. If we become aware of any potential conflict of interest, we will advise you so that appropriate decisions can be made. Conflicting matters may arise that require your consent. If such a matter arises, you will consider in good faith consenting to the conflict.

Communication. It is important for us to maintain open communication with each other throughout the Contract. We will consult with you whenever appropriate. You agree to communicate with and provide us with complete and accurate information as needed to assist you. Unless you specifically direct us otherwise, we may use cell phones, email, and facsimile machines in the course of the Contract. Our email and facsimile transmissions may not be encrypted so the use of such forms of communication under current technologies may place confidential or privileged information at risk. Similarly, the use of cell phones may place confidential or privileged information at risk. By signing below, you consent to our use of these forms of communication.

Town of Sellersburg, Indiana
April 22, 2025
Page 3

Client Documents. Any original documents you leave with our office will need to be returned to you. Please call us if you believe we are holding any of your original documents in our file. We have a records retention and destruction policy under which your file may eventually be destroyed. Therefore, we urge you to safely preserve your legal documents.

Termination. The term of this contract shall run from January 1, 2025, through June 30, 2025. Notwithstanding the foregoing, however, this contract may be terminated immediately by the Town Council at any time upon giving written notice to the Attorney; provided, however, that the Town shall compensate the Attorney for all services provided prior to such termination. The Attorney may terminate this contract upon thirty (30) days written notice to the Town. We shall also have the right at any time to terminate the representation, subject to any limitations imposed on us by applicable ethics rules. If such a situation were to arise, we will endeavor to give you reasonable notice so as to allow the Town to arrange for alternative representation.

E-Verify Program. The firm participates in the E-Verify program operated by the United States Department of Homeland Security to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986. We do not knowingly employ any unauthorized aliens as that term is defined in 8 U.S.C. 1324a(h)(3).

Please review this letter carefully and let me know if you have any questions or concerns. If you agree to the terms of this letter, please sign it and return it to my attention. We appreciate the chance to be of service and look forward to continuing working with you.

Best regards,

STOLL KEENON OGDEN PLLC

A handwritten signature in black ink, appearing to read 'D. Keith Pulliam', with a stylized flourish at the end.

By: D. Keith Pulliam

Approved by the Town of Sellersburg in a public meeting on the ____ day of _____, 2025.

For the "Town"

TOWN OF SELLERSBURG, INDIANA

By: _____

Name: _____

Title: _____

Attested by:

By: _____

Name: _____

Title: _____

LAW OFFICES
YOUNG, LIND, ENDRES & KRAFT
126 WEST SPRING STREET

NEW ALBANY, INDIANA 47150

AREA CODE 812

TELEPHONE 945-2555

TELECOPIER 948-6956

WWW.YLEK.COM

JOHN A. KRAFT
JUSTIN E. ENDRES
KATELYN M. HINES

LEWIS A. ENDRES
(1949-1992)

EUGENE F. LIND
(1942-2001)

C. THOMAS YOUNG
(1943-2002)

April 29, 2025

Town of Sellersburg Plan Commission &
Board of Zoning Appeals
Attn. Michelle Medcalf
316 East Utica Street
Sellersburg, IN 47172
mmedcalf@sellersburg.org

RE: Engagement Letter

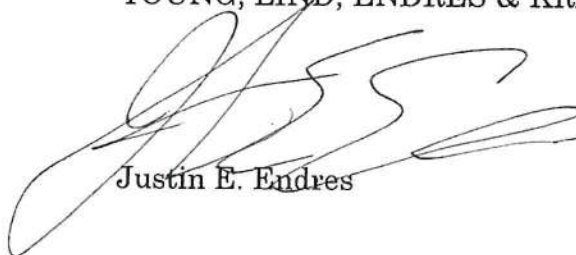
Dear Michelle:

Thank you for reaching out regarding the attorney position with the Plan Commission and Board of Zoning Appeals is seeking to fill. I propose to represent the Plan Commission and Board of Zoning Appeals by a \$600.00 monthly retainer to cover attendance and day to day questions of two hours per month, and then we would bill for any substantive matters over and above such amount at \$300.00 an hour.

If this is agreeable, please let me now and I will be happy to discuss with anyone regarding this.

Best Regards,

YOUNG, LIND, ENDRES & KRAFT



Justin E. Endres