



## Town of Ellettsville Town Council

**Ellettsville Town Council (Amended 11-24-25)  
Monday November 24, 2025**

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

**Prayer  
Pledge of Allegiance  
Roll Call**

**Action to approve Minutes from November 10, 2025, Meeting  
Action to pay Accounts Payable Vouchers and Payroll Vouchers**

### **Resolutions**

Resolution 35-2025 Transfer for Fire Department

Resolution 36-2025 Additional Appropriation (General, LIT ED & Drug Education)

Resolution 37-2025 Surplus of DPW 1997 John Deere Gator Utility Vehicle

Resolution 38-2025 Approving an Interlocal agreement with Monroe County Traffic Crash Grant

Resolution 39-2025 To Explore Reorganization with Richland Township, Monroe County Indiana

Resolution 40-2025 Resolution to Approve the Fiscal Plan for the Neidigh Annexation

### **Ordinance on First Reading**

Ordinance 2025-26 Salary Ordinance for Budget Year 2026

### **Ordinance on Second Reading-**

Ordinance 2025-27 to modify the Unified Development Ordinance

Ordinance 2025-28 Annexation 8460 W Flatwoods Rd

Ordinance 2025-29 Rezone 8631 W Flatwoods Rd

### **Old Business**

Supplemental Fire Services Agreement Richland Township



## Town of Ellettsville Town Council

### **New Business**

Appointment to the Board of Zoning Appeals

Fire Truck Financing and Order Discussion

Termination of Cash Bonds for the Ruby Creek Subdivision, Phases 1 and 3; Developer: Phil Tapp

Discussion regarding proposed adding of road to inventory to Town of Ellettsville

Selection of candidates for Reorganization Committee for Town and Township

### **Privilege of the Floor**

### **Supervisors Comments**

### **Council Comments**

### **Adjourn**

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

**Noelle M. Conyer, Clerk-Treasurer**

Town Council meetings are 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 November 24, 2025**

The Ellettsville Town Council will conduct its regular scheduled meeting on Monday November 24, 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 Meeting

Time: Nov 24, 2025 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87984210503?pwd=bwFM4UBNUlnUSWSFGyaQFw3VobLWsB.1>

Meeting ID: 879 8421 0503

Passcode: 825513

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One tap mobile

+13052241968,,87984210503#,,,,\*825513# US

+13092053325,,87984210503#,,,,\*825513# US

Join instructions

<https://us02web.zoom.us/meetings/87984210503/invitations?signature=9LsuIbGxvbxBcwo92AJRcuKo-md9OpyuvhSWqU4QnQ4>

Agendas and meeting packets can be obtained by submitting an email request to: [clerktreasurer@ellettsville.in.us](mailto:clerktreasurer@ellettsville.in.us) or visiting Town of Ellettsville Website located here: <https://ellettsville.in.us/>

# November 10, 2025

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

**Roll Call:** Members present were Scott Oldham – President, William Ellis, Trevor Sager, Dan Swafford and Pamela Samples. Noelle Conyer, Clerk Treasurer and Denise Line, Planning Director and Town Attorney Darla Brown were absent. Mike Farmer – Town Manager was also present. Kelley Cantrell served in place for Noelle Conyer.

**Supervisors Participating:** Chris Clouse–Deputy Fire Chief, Jimmie Durnil – Town Marshal, Kip Headdy - DPW Director and Jeff Farmer – Wastewater Supervisor.

## **Approval of the Minutes for the Regular meeting October 27, 2025**

**Scott Oldham** entertained a motion for approval of the minutes of the regular meeting on October 27, 2025. William Ellis so moved. Trevor Sager 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 – None**

## **Ordinance on Second Reading**

### **Ordinance 2025-25 Creating a Separate Vehicle Replacement Fund for the Stormwater Utility**

**Kip Headdy**, Street Commissioner discussed having a vehicle replacement line for Stormwater Utility. It would be a non-reverting fund. It is funded by a portion of Stormwater fees. William Ellis made a motion to approve Ordinance 2025-25 Creating a Separate Vehicle Replacement Fund for the Stormwater Utility. Pamela Samples seconded. Roll call vote: Scott Oldham – yes; Dan Swafford – yes; William Ellis – yes; Trevor Sager – yes; Pamela Samples – yes. Motion Carries

## **Old Business - None**

## **New Business**

### **Santa on Sale Street December 13, 2025**

**Michael Farmer**, Town Manager explained Santa on Sale Street will be Saturday, December 13<sup>th</sup> from 8:00 am to 11:00 am. Santa will arrive on the Fire truck at approximately 9:30 am. Come early for breakfast and the library will have crafts and letter writing to the North Pole.

**Michael Farmer**, Town Manager discussed Consolidation with Richland Township. He read the following: Richland Township and the Town of Ellettsville are exploring a proposal to formally reorganize into a single governmental entity. This proactive step would be a part of a collaborative effort to protect essential public services, preserve local identity and create a more efficient and sustainable structure for future growth for the entire township.

Recent changes to state tax laws (Senate Bill 1) have placed increased pressure on rural townships and small towns to operate more efficiently with fewer resources. At the same time, there is growing discussion at the state level about eliminating township government altogether. The proposed reorganization allows Richland Township and Ellettsville to take the lead in shaping their shared future rather than reacting to outside decisions.

This proposed reorganization would aim to give everyone—both in Richland Township and Ellettsville—a shared voice to shape the community. Through reorganization, local leaders hope to preserve what makes this area special while working smarter planning more effectively and building a stronger, more connected reorganized town together.

Scott Oldham added, this is not an annexation but is a reorganization of two governmental bodies. Mike Farmer added that it is only a move to explore the proposal. Vetting of the process is first the culmination of a reorganization committee and sub committees. They would form a plan that would be voted on by the Township advisory board and the Ellettsville Town Board. The plan would move to a referendum that would be voted on in November of 2026 and become the new entity on January 1, 2027. At this point, the process would be to explore how it can be done, the costs and what implications. There is a meeting on Friday at 3:00 at Town Hall with Baker Tilly and the advisory board will be there and hopefully some town board members can attend along with lawyers. There will be a lot of vetting on the physical aspects of the reorganization and how it might better fortify the fire department and allow for future economic redevelopment and how the process would work and where the money would come from. Scott Oldham clarified, this will go to the Township advisory board and the Town Council Board if we are going to move forward to moving it to a referendum. If it goes to a referendum, it means everybody in the Township will get to vote on it and the majority would have to approve it. The meeting will be recorded and there will be tons of public meetings and open doors to answer any and all questions. Other Townships have done this and one thing that drove this initial conversation was the state and the governor expressing an overwhelming desire to do away with Township governments. Dan Swafford expressed that he would like all meetings to be public so that all council members can be present. William Ellis made a motion to enter into an agreement to look at the facts for reorganization with the Township of Richland and start the process to form committees. Dan Swafford requested an amendment suggesting all meetings be public. Trevor Sager seconded. Dan Swafford made an amendment to the motion that all the meetings will be held publicly so that more than 2 board members can attend. There was a lot of discussion on logistics of meeting dates and being able to accommodate every member involved. Dan Swafford made a motion that all meetings pertaining to this subject be public so that all council members can attend. Pamela Samples seconded. It was agreed that it was complicated between public meetings and attendance suggesting legal advice once Darla was in attendance. Roll call vote for the amendment: Scott Oldham – yes; Dan Swafford – yes; William Ellis – yes; Trevor Sager – yes; Pamela Samples – yes. Motion carries. Roll call for the original motion: Scott Oldham – no; Dan Swafford – yes; William Ellis – yes; Trevor Sager – yes; Pamela Samples – yes. Motion carries.

**Michael Farmer**, Town Manager commented that Friday night there was an outage in Town. Very few people except those within the outage knew it was happening. Police, Fire and the Department of Public Works spearheaded the job and repaired a 12” water main and commended them for their efficiency and collaboration.

**Privilege of the Floor – None**

**Supervisor Comments**

**Council Comments**

**Scott Oldham** congratulated Mr. Wells and the Edgewood Marching Mustangs for winning State finals for the 4<sup>th</sup> year in a row. It is an incredible program and they continue to succeed.

**William Ellis** thanked Mike Farmer and the Township board of Richland. This consolidation is the most historic and one of the biggest things that Ellettsville has considered. It is not to be taken lightly and he encourages the public to reach out with any questions and concerns.

**Adjournment**

**Scott Oldham** adjourned the meeting at 7:08 p.m.

Ellettsville Town Council meeting November 10, 2025 continued

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William Ellis

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Pamela Samples

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Trevor Sager

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Noelle M. Conyer Clerk -Treasurer

# ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

## TOWN OF ELLETTSVILLE

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

November 24, 2025

NOELLE M. CONYER, CLERK-TREASURER

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 6 pages and except for accounts payables not allowed as shown on the register such accounts payables are hereby allowed in the total amount of \$ 280,038.53 .

Dated this 24 day of November .

### TOWN COUNCIL

\_\_\_\_\_  
Scott Oldham  
PRESIDENT

\_\_\_\_\_  
Dan Swafford  
VICE-PRESIDENT

\_\_\_\_\_  
William Ellis  
COUNCIL MEMBER

\_\_\_\_\_  
Trevor Sager  
COUNCIL MEMBER

\_\_\_\_\_  
Pamela Samples  
COUNCIL MEMBER

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 1101 GENERAL					
Dept 001.00					
1101-001.00-00213.00	941 ELECTRONIC FILING - VISA		CREDIT CARD CHARGES - CLF	46.16	1300
1101-001.00-00213.00	A/P ENVELOPES	A.E. BOYCE COMPANY, INC	A/P ENVELOPES	514.83	29115
1101-001.00-00213.00	PENS	ODP BUSINESS SOLUTIONS, I	PENS	5.90	29136
1101-001.00-00213.00	OFFICE SUPPLIES - CLERK	ODP BUSINESS SOLUTIONS, I	OFFICE SUPPLIES - CLERK	311.20	29136
1101-001.00-00244.00	TOWN APPAREL	VISA	CREDIT CARD CHARGES - CLF	191.87	1300
1101-001.00-00321.00	TELEPHONE & SECURITY - TC	SMITHVILLE COMMUNICATIONS	TELEPHONE & SECURITY - TC	207.42	29106
1101-001.00-00322.00	MICROSOFT 365 STANDARD - VISA		CREDIT CARD CHARGES - CLF	1,081.12	1300
1101-001.00-00354.00	ELECTRIC - STREET LIGHTS	DUKE ENERGY	ELECTRIC - STREET LIGHTS	3,011.84	1295
1101-001.00-00356.00	PARTS-REPAIR URINAL-TOWN	BARRY COMPANY INC	PARTS-REPAIR URINAL-TOWN	42.01	29114
1101-001.00-00365.00	ONLINE SERVER BACKUP	VISA	CREDIT CARD CHARGES - CLF	86.81	1300
1101-001.00-00365.00	SOFTWARE UPGRADE	BS&A SOFTWARE	SOFTWARE UPGRADE	3,666.67	29116
1101-001.00-00394.00	S CENTRAL INNOVATIVE SERVI	VISA	CREDIT CARD CHARGES - CLF	1,521.30	1300
1101-001.00-00394.00	VIRTUAL SERIES - NC, AW, ILMCT		VIRTUAL SERIES - NC, AW,	500.00	29128
Total For Dept 001.00				11,187.13	
Dept 002.00 PLANNING					
1101-002.00-00211.00	POSTAGE NPH: PC 25-23,25-VISA		CREDIT CARD CHARGES	77.70	1300
1101-002.00-00221.00	FUEL CHARGES - PLANNING	VISA	CREDIT CARD CHARGES	14.13	1300
1101-002.00-00221.00	FUEL CHARGES - PLANNING	WRIGHT EXPRESS FLEET SERV	FUEL CHARGES - PLANNING	69.28	29144
1101-002.00-00315.00	STREET NUMBERS-EXTERIOR	VISA	CREDIT CARD CHARGES	206.31	1300
1101-002.00-00321.00	TELEPHONE - PLANNING	SMITHVILLE COMMUNICATIONS	TELEPHONE - PLANNING	221.06	29109
1101-002.00-00330.00	MONTHLY COPIER CHARGES - VISA		CREDIT CARD CHARGES	102.12	1300
1101-002.00-00330.00	COPIER FEES 10/7/25 - 11/	GORDON FLESCH COMPANY, INC	COPIER FEES 10/7/25 - 11/	101.26	29124
1101-002.00-00330.00	INSPECTION FORMS	MIDWEST COLOR PRINTING IN	INSPECTION FORMS	684.02	29135
1101-002.00-00331.00	MONTHLY SUBSCRIPTION 12/1	THE HERALD-TIMES, INC	MONTHLY SUBSCRIPTION 12/1	45.00	29126
1101-002.00-00394.00	LUNCH AIM CONFERENCE-10/2	VISA	CREDIT CARD CHARGES	310.75	1300
Total For Dept 002.00 PLA				1,831.63	
Dept 003.00 FIRE					
1101-003.00-00213.00	HT ONLINE SUBSCRIPTION	VISA	CREDIT CARD CHARGES	9.99	1300
1101-003.00-00221.00	FUEL CHARGES - FIRE	WRIGHT EXPRESS FLEET SERV	FUEL CHARGES - FIRE	2,647.12	29144
1101-003.00-00223.00	ID TAGS	VISA	CREDIT CARD CHARGES	278.20	1300
1101-003.00-00223.00	BOOTS	MES SERVICE COMPANY, LLC	BOOTS	130.00	29134
1101-003.00-00223.00	CARBON MONOXIDE FORMS	WORLD ARTS, INC	CARBON MONOXIDE FORMS	162.49	29143
1101-003.00-00231.00	PUMP VALVE	MACQUEEN EMERGENCY	PUMP VALVE	247.93	29133
1101-003.00-00231.00	PRE-MIX FUEL - STN 71	RICHARD'S SMALL ENGINE, I	PRE-MIX FUEL - STN 71	199.92	29141
1101-003.00-00321.00	EOC & WIFI - FIRE	SMITHVILLE COMMUNICATIONS	EOC & WIFI - FIRE	116.95	29110
1101-003.00-00321.00	YOUTUBE TV	VISA	CREDIT CARD CHARGES	82.99	1300
1101-003.00-00394.00	TRUCK SPECS MEETING - LUN	VISA	CREDIT CARD CHARGES	62.89	1300
Total For Dept 003.00 FIF				3,938.48	
Dept 004.00 POLICE					
1101-004.00-00213.00	POSTAGE	VISA	CREDIT CARD CHARGES	104.64	1300
1101-004.00-00213.00	COPIER MAINTENANCE-HHC081	GORDON FLESCH COMPANY, INC	COPIER MAINTENANCE-HHC081	225.00	29124
1101-004.00-00221.00	FUEL CHARGES - POLICE	WRIGHT EXPRESS FLEET SERV	FUEL CHARGES - POLICE	3,717.95	29144
1101-004.00-00231.00	INV 1935-172942 REFRIGERAP	O'REILLY AUTOMOTIVE, INC	MONTHLY CHARGES - POLICE	74.55	29104
1101-004.00-00231.00	REPAIRS & RECALLS - EV 7	COMMUNITY CHRYSLER JEEP	REPAIRS & RECALLS - EV 7	660.71	29119
1101-004.00-00237.00	MAIL RECORDS FOR CASE	VISA	CREDIT CARD CHARGES	35.00	1300
1101-004.00-00237.00	2026 MEMBERSHIPS - BROWN,	INSROA	2026 MEMBERSHIPS - BROWN,	225.00	29130
1101-004.00-00243.00	EXAM GLOVES	VISA	CREDIT CARD CHARGES	119.88	1300
1101-004.00-00243.00	BADGE APPLICATIONS	RAY O'HERRON CO, INC	BADGE APPLICATIONS	230.23	29140
1101-004.00-00243.00	EMBROIDERY & PATCHING	RAY O'HERRON CO, INC	EMBROIDERY & PATCHING	26.80	29140
1101-004.00-00321.00	TELEPHONE - POLICE	SMITHVILLE COMMUNICATIONS	TELEPHONE - POLICE	427.19	29111
1101-004.00-00321.00	AIR CARDS & CELLULAR SERV	VERIZON WIRELESS	AIR CARDS & CELLULAR SERV	1,063.06	1299
Total For Dept 004.00 POI				6,910.01	
Total For Fund 1101 GENE				23,867.25	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 2201 MOTOR VEHICLE HIGHWAY					
Dept 001.00					
2201-001.00-00213.00	LATERAL & MOBILE FILING	CICC BUSINESS PRODUCTS	LATERAL & MOBILE FILING C	391.40	29127
2201-001.00-00221.00	FUEL CHARGES - MVH	PREMIER COMPANIES	FUEL CHARGES - MVH	447.86	29138
2201-001.00-00221.00	FUEL CHARGES - MVH	PREMIER COMPANIES	FUEL CHARGES - MVH	438.86	29138
2201-001.00-00230.00	DOOR READER WEBSERVICE - B-TECH	FIRE & SECURITY	DOOR READER WEBSERVICE -	58.66	29117
2201-001.00-00231.00	INV 1935-172930 FUNNEL & O'REILLY	AUTOMOTIVE, INC	MONTHLY CHARGES - STREET	463.71	29104
2201-001.00-00231.00	CROWFOOT WRENCH & RADIATC	VISA	CREDIT CARD CHARGES	124.32	1300
2201-001.00-00231.00	MOTOR KIT - TRUCK #3 SPRECLARK	TRUCK EQUIPMENT CO,	MOTOR KIT - TRUCK #3 SPRE	300.00	29118
2201-001.00-00316.00	CDL PHYSICAL - HUMPHREY	VISA	CREDIT CARD CHARGES	122.00	1300
2201-001.00-00321.00	TELEPHONE & SECURITY - TCSMITHVILLE	COMMUNICATIONS	TELEPHONE & SECURITY - TC	207.41	29105
2201-001.00-00321.00	TELEPHONE - STREET	SMITHVILLE COMMUNICATIONS	TELEPHONE - STREET	268.32	29107
2201-001.00-00353.00	ELECTRIC - DPW BUILDING	DUKE ENERGY	ELECTRIC - DPW BUILDING	339.34	1294
Total For Dept 001.00				3,161.88	
Total For Fund 2201 MOTO				3,161.88	
Fund 2202 LOCAL ROAD AND STREETS					
Dept 001.00					
2202-001.00-00241.00	STONE - STEWART PARK	ROGERS GROUP, INC	STONE - STEWART PARK	95.77	29112
2202-001.00-00245.00	SIGNS & MATERIALS	HALL SIGNS, INC	SIGNS & MATERIALS	1,558.10	29125
2202-001.00-00245.00	MARKING PAINT & MEASURING	QUALITY SUPPLY & TOOL CO.	MARKING PAINT & MEASURING	289.72	29139
2202-001.00-00247.00	SALT - BULK ICE CONTROL	INDIANA SALT SUPPLY	SALT - BULK ICE CONTROL	2,667.60	29129
Total For Dept 001.00				4,611.19	
Total For Fund 2202 LOCAL				4,611.19	
Fund 2204 PARK AND RECREATION					
Dept 001.00					
2204-001.00-00321.00	TELEPHONE - HERTIAGE CEN	SMITHVILLE COMMUNICATIONS	TELEPHONE - HERTIAGE CEN	433.52	29108
2204-001.00-00353.00	ELECTRIC - HERITAGE CENTE	DUKE ENERGY	ELECTRIC - HERITAGE CENTE	72.27	1293
2204-001.00-00353.00	ELECTRIC - SPORT'S PARK	DUKE ENERGY	ELECTRIC - SPORT'S PARK	78.94	1296
2204-001.00-00353.00	ELECTRIC - CAMPBELL'S PAF	DUKE ENERGY	ELECTRIC - CAMPBELL'S PAF	74.78	1297
2204-001.00-00353.00	ELECTRIC - SHELTER	DUKE ENERGY	ELECTRIC - SHELTER	34.05	1298
Total For Dept 001.00				693.56	
Total For Fund 2204 PARK				693.56	
Fund 2228 LAW ENFORCEMENT CONTINUING EDUCATION					
Dept 004.00 POLICE					
2228-004.00-00394.00	TARGETS	VISA	CREDIT CARD CHARGES	1,604.33	1300
Total For Dept 004.00 POI				1,604.33	
Total For Fund 2228 LAW E				1,604.33	
Fund 2256 OPIOID UNRESTRICTED					
Dept 001.00					
2256-001.00-00250.00	MEDICAL SUPPLIES	VISA	CREDIT CARD CHARGES	2,927.89	1300
Total For Dept 001.00				2,927.89	
Total For Fund 2256 OPIOI				2,927.89	
Fund 2301 PARK AND RECREATION DONATION					
Dept 001.00					
2301-001.00-00500.00	SHELTER HOUSE RENTAL DEPC	ELLETTSVILLE CHRISTIAN CH	SHELTER HOUSE RENTAL DEPC	100.00	29122
Total For Dept 001.00				100.00	
Total For Fund 2301 PARK				100.00	
Fund 2402 LOCAL GRANTS & DONATIONS					
Dept 001.00					
2402-001.00-00250.21	EV HERITAGE CTR - TRADES	IZZY'S RENTAL	EV HERITAGE CTR - TRADES	125.00	29131
Total For Dept 001.00				125.00	
Total For Fund 2402 LOCAL				125.00	
Fund 2404 DRUG EDUCATION & EQUIPMENT GRANT					
Dept 001.00					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 2404 DRUG EDUCATION & EQUIPMENT GRANT					
Dept 001.00					
2404-001.00-00250.00	PIX 4DMATIC LICENSE	PIX4D INC	PIX 4DMATIC LICENSE	6,540.00	29137
	Total For Dept 001.00			6,540.00	
	Total For Fund 2404 DRUG			6,540.00	
Fund 2411 LOCAL OPTION INCOME TAX-ECONOMIC DEVELOP					
Dept 001.00					
2411-001.00-00455.00	ASPHALT - HERITAGE CENTEFE&B PAVING, INC		ASPHALT - HERITAGE CENTEF	8,921.72	29120
2411-001.00-00455.00	ASPHALT - HERITAGE CENTEFE&B PAVING, INC		ASPHALT - HERITAGE CENTEF	12,242.46	29121
	Total For Dept 001.00			21,164.18	
	Total For Fund 2411 LOCAL			21,164.18	
Fund 2503 FIRE DEPT COMMUNICATION EQUIPMENT					
Dept 003.00 FIRE					
2503-003.00-00420.00	TABLE TOP & BASES	FIREHOUSE TABLES & CLOCKSTABLE TOP & BASES		1,200.00	29123
	Total For Dept 003.00 FIF			1,200.00	
	Total For Fund 2503 FIRE			1,200.00	
Fund 4402 CUMULATIVE CAPITAL DEVELOPMENT					
Dept 002.00 PLANNING					
4402-002.00-00444.00	LEASE PAYMENT - 2022 RAM ENTERPRISE FM TRUST		LEASE PAYMENT - 2022 RAM	311.69	29103
	Total For Dept 002.00 PLA			311.69	
Dept 004.00 POLICE					
4402-004.00-00374.00	PIX 4DMATIC LICENSE	PIX4D INC	PIX 4DMATIC LICENSE	450.00	29137
	Total For Dept 004.00 POI			450.00	
Dept 006.00 STREET					
4402-006.00-00441.00	LEASE PAYMENT - 2023 F-25ENTERPRISE FM TRUST		LEASE & MAINTENANCE - 202	634.64	29103
	Total For Dept 006.00 STF			634.64	
	Total For Fund 4402 CUMUI			1,396.33	
Fund 4425 CUMULATIVE BUILDING & EQUIPMENT					
Dept 003.00 FIRE					
4425-003.00-00446.00	CRADLEPOINT RENEWAL	VISA	CREDIT CARD CHARGES	2,556.00	1300
4425-003.00-00446.00	HVAC REPAIR - STN 71	ALL SEASONS HEATING/AIR	CHVAC REPAIR - STN 71	330.96	29113
4425-003.00-00446.00	SYSTEM EVALUATION - STN 7	ALL SEASONS HEATING/AIR	SYSTEM EVALUATION - STN 7	99.00	29113
4425-003.00-00446.00	REPLACE CONTROL BOARD - S	ALL SEASONS HEATING/AIR	REPLACE CONTROL BOARD - S	967.74	29113
4425-003.00-00446.00	SERVICE CALL - STN 71	ALL SEASONS HEATING/AIR	SERVICE CALL - STN 71	99.00	29113
4425-003.00-00446.00	LIGHTS FOR SIGN	KIRBY RISK CORPORATION	LIGHTS FOR SIGN	195.43	29132
4425-003.00-00446.00	PROCARE SERVICE CONTRACT	STRYKER SALES	PROCARE SERVICE CONTRACT	5,664.00	29142
	Total For Dept 003.00 FIF			9,912.13	
	Total For Fund 4425 CUMUI			9,912.13	
Fund 6101 WATER					
Dept 000.00					
6101-000.00-00165.16	LEASE PAYMENT - 2022 RAM ENTERPRISE FM TRUST		LEASE PAYMENT - 2022 RAM	134.30	19125
6101-000.00-00165.16	LEASE PAYMENT - 2022 RAM ENTERPRISE FM TRUST		LEASE PAYMENT - 2022 RAM	137.99	19125
6101-000.00-00228.10	22-00840.04 SHANNA BARR ELLETTSVILLE CASH DRAWER		APPLY METER DEPOSITS	100.00	19131
6101-000.00-00228.10	METER DEPOSIT REFUND	MICHAEL SEYBOLD	METER DEPOSIT REFUND	50.00	19138
6101-000.00-00228.10	METER DEPOSIT REFUND	RAELYN COOK	METER DEPOSIT REFUND	50.00	19141
	Total For Dept 000.00			472.29	
Dept 100.00 SSO					
6101-100.00-00610.00	WATER - SMITH PIKE	CITY OF BLOOMINGTON UTILIWATER	- SMITH PIKE	4,971.03	19124
6101-100.00-00610.00	WATER - ARLINGTON ROAD	CITY OF BLOOMINGTON UTILIWATER	- ARLINGTON ROAD	69,084.23	19124
6101-100.00-00610.00	WATER - WOODYARD ROAD	CITY OF BLOOMINGTON UTILIWATER	- WOODYARD ROAD	9,416.04	19124
	Total For Dept 100.00 SSC			83,471.30	
Dept 500.00 TDO					
6101-500.00-00615.00	TELEPHONE - UTIL BLDG	SMITHVILLE COMMUNICATIONS	TELEPHONE - UTIL BLDG	94.64	19128
	Total For Dept 500.00 TDC			94.64	

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 6101 WATER					
Dept 600.00 TDM					
6101-600.00-00620.00	INV 1935-172930 FUNNEL & O'REILLY AUTOMOTIVE, INC MONTHLY CHARGES - WATER			91.50	19126
6101-600.00-00620.00	BATTERIES	INTERSTATE ALL BATTERY CEBATTERIES		80.60	19136
6101-600.00-00620.00	TOOLS & SUPPLIES	QUALITY SUPPLY & TOOL CO.TOOLS & SUPPLIES		511.32	19140
6101-600.00-00620.00	REIMB - CARBURETOR FOR PUAMBER RAGLE-WRIGHT		REIMB - CARBURETOR FOR PU	27.43	19142
6101-600.00-00620.00	CROWFOOT WRENCH & RADIATCVISA		CREDIT CARD CHARGES	135.83	666
6101-600.00-00625.00	INV 1935-176197 OIL FLTR,O'REILLY AUTOMOTIVE, INC MONTHLY CHARGES - WATER			5.33	19126
6101-600.00-00625.00	REPLACE TPMS SENSOR - UNIHERITAGE TIRE & REPAIR		REPLACE TPMS SENSOR - UNI	62.50	19132
6101-600.00-00636.00	DOOR READER WEBSERVICE - B-TECH FIRE & SECURITY		DOOR READER WEBSERVICE -	58.67	19130
6101-600.00-00636.00	ANSWERING SERVICE TO 01-(INDIANA PAGING NETWORK,		IANSWERING SERVICE TO 01-(	121.65	19134
6101-600.00-00636.00	MANUAL CALL CHARGE	INDIANA UNDERGROUND	MANUAL CALL CHARGE	2.50	19135
6101-600.00-00636.00	MANUAL CALL CHARGE	INDIANA UNDERGROUND	MANUAL CALL CHARGE	2.50	19135
6101-600.00-00636.00	LINE LOCATES - OCTOBER 20(INDIANA UNDERGROUND		LINE LOCATES - OCTOBER 20(	189.53	19135
6101-600.00-00650.00	FUEL CHARGES - WATER	PREMIER COMPANIES	FUEL CHARGES - WATER	447.86	19139
6101-600.00-00650.00	FUEL CHARGES - WATER	PREMIER COMPANIES	FUEL CHARGES - WATER	438.86	19139
Total For Dept 600.00 TDM				2,176.08	
Dept 700.00 CA					
6101-700.00-00676.00	OVERPAYMENT ON ACCOUNT	MARTHA SHEPHERD	OVERPAYMENT ON ACCOUNT	67.06	19137
6101-700.00-00676.00	OVERPAYMENT ON ACCOUNT	ROBERTA WHITE	OVERPAYMENT ON ACCOUNT	50.00	19143
Total For Dept 700.00 CA				117.06	
Dept 800.00 ADM					
6101-800.00-00615.00	TELEPHONE & SECURITY - TCSMITHVILLE COMMUNICATIONS		TELEPHONE & SECURITY - TC	207.42	19127
6101-800.00-00615.00	ELECTRIC - DPW BUILDING	DUKE ENERGY	ELECTRIC - DPW BUILDING	339.35	665
6101-800.00-00620.00	LATERAL & MOBILE FILING	CICC BUSINESS PRODUCTS	LATERAL & MOBILE FILING C	391.40	19133
6101-800.00-00636.00	SOFTWARE UPGRADE	BS&A SOFTWARE	SOFTWARE UPGRADE	3,666.67	19129
6101-800.00-00636.00	ONLINE SERVER BACKUP	VISA	ONLINE SERVER BACKUP	86.80	666
Total For Dept 800.00 ADM				4,691.64	
Total For Fund 6101 WATEF				91,023.01	
Fund 6201 WASTEWATER					
Dept 000.00					
6201-000.00-00165.16	LEASE PAYMENT - 2022 RAM ENTERPRISE FM TRUST		LEASE PAYMENT - 2022 RAM	134.31	17759
6201-000.00-00165.16	LEASE PAYMENT - 2022 RAM ENTERPRISE FM TRUST		LEASE PAYMENT - 2022 RAM	137.98	17759
6201-000.00-00228.10	22-00840.04 SHANNA BARR ELLETTSVILLE CASH DRAWER		APPLY METER DEPOSITS	200.00	17768
Total For Dept 000.00				472.29	
Dept 300.00 CSO					
6201-300.00-00715.00	TELEPHONE - UTIL BLDG	SMITHVILLE COMMUNICATIONS	TELEPHONE - UTIL BLDG	94.63	17762
6201-300.00-00715.00	HARTSTRAIT FLOW METER MON	DUKE ENERGY	HARTSTRAIT FLOW METER MON	15.43	563
Total For Dept 300.00 CSC				110.06	
Dept 400.00 CSM					
6201-400.00-00620.00	INV 1935-176286 TRANS COCO'O'REILLY AUTOMOTIVE, INC MONTHLY CHARGES - SEWER			51.59	17760
6201-400.00-00620.00	BATTERIES	INTERSTATE ALL BATTERY CEBATTERIES		80.60	17774
6201-400.00-00620.00	TOOLS & SUPPLIES	QUALITY SUPPLY & TOOL CO.TOOLS & SUPPLIES		291.29	17777
6201-400.00-00620.00	CROWFOOT WRENCH & RADIATCVISA		CREDIT CARD CHARGES	135.82	564
6201-400.00-00625.00	INV 1935-176197 OIL FLTR,O'REILLY AUTOMOTIVE, INC MONTHLY CHARGES - SEWER			5.34	17760
6201-400.00-00625.00	REPLACE TPMS SENSOR - UNIHERITAGE TIRE & REPAIR		REPLACE TPMS SENSOR - UNI	62.50	17770
6201-400.00-00631.00	ON-CALL WASTEWATER SERVICE	WESSLER ENGINEERING, INC	ON-CALL WASTEWATER SERVICE	265.00	17781
6201-400.00-00636.00	DOOR READER WEBSERVICE - B-TECH FIRE & SECURITY		DOOR READER WEBSERVICE -	58.67	17765
6201-400.00-00636.00	ANSWERING SERVICE TO 01-(INDIANA PAGING NETWORK,		IANSWERING SERVICE TO 01-(	121.65	17772
6201-400.00-00636.00	MANUAL CALL CHARGE	INDIANA UNDERGROUND	MANUAL CALL CHARGE	2.50	17773
6201-400.00-00636.00	MANUAL CALL CHARGE	INDIANA UNDERGROUND	MANUAL CALL CHARGE	2.50	17773
6201-400.00-00636.00	LINE LOCATES - OCTOBER 20(INDIANA UNDERGROUND		LINE LOCATES - OCTOBER 20(	189.52	17773
6201-400.00-00650.00	FUEL CHARGES - SEWER	PREMIER COMPANIES	FUEL CHARGES - SEWER	447.86	17776
6201-400.00-00650.00	FUEL CHARGES - SEWER	PREMIER COMPANIES	FUEL CHARGES - SEWER	438.86	17776
Total For Dept 400.00 CSM				2,153.70	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 6201 WASTEWATER					
Dept 500.00 TDO					
6201-500.00-00615.00	TELEPHONE - WWTP	SMITHVILLE COMMUNICATIONS	TELEPHONE - WWTP	277.24	17763
Total For Dept 500.00 TDC				277.24	
Dept 600.00 TDM					
6201-600.00-00618.00	ALUMINUM SULFATE	CITCO WATER	ALUMINUM SULFATE	6,837.00	17767
6201-600.00-00620.00	SUPPLIES - WWTP	USA BLUEBOOK	SUPPLIES - WWTP	472.32	17780
6201-600.00-00620.00	SHELVING & SUPPLIES - WW	VISA	SHELVING & SUPPLIES - WW	2,092.75	564
6201-600.00-00636.00	COMPUTER SRVCES & FORTIGAB-TOWN IT, LLC		COMPUTER SRVCES & FORTIGAB	1,206.00	17766
6201-600.00-00711.00	SLUDGE REMOVAL - WWTP	SYCAMORE RIDGE LANDFILL	SLUDGE REMOVAL - WWTP	2,813.43	17779
Total For Dept 600.00 TDM				13,421.50	
Dept 700.00 CA					
6201-700.00-00676.00	#12-00720.01 APPLY TO WAIELETTSVILLE CASH DRAWER		APPLY SEWER OVERPAYMENT T	114.93	17769
6201-700.00-00676.00	OVERPAYMENT ON ACCOUNT	PAMELA BINDENAGEL	OVERPAYMENT ON ACCOUNT	138.81	17775
6201-700.00-00676.00	OVERPAYMENT ON ACCOUNT-1	RICHLAND TOWNSHIP TRUSTEE	OVERPAYMENT ON ACCOUNT	9.91	17778
Total For Dept 700.00 CA				263.65	
Dept 800.00 ADM					
6201-800.00-00615.00	TELEPHONE & SECURITY - TC	SMITHVILLE COMMUNICATIONS	TELEPHONE & SECURITY - TC	207.42	17761
6201-800.00-00615.00	ELECTRIC - DPW BUILDING	DUKE ENERGY	ELECTRIC - DPW BUILDING	339.35	562
6201-800.00-00620.00	LATERAL & MOBILE FILING	CICC BUSINESS PRODUCTS	LATERAL & MOBILE FILING C	391.40	17771
6201-800.00-00636.00	SOFTWARE UPGRADE	BS&A SOFTWARE	SOFTWARE UPGRADE	3,666.66	17764
6201-800.00-00636.00	ONLINE SERVER BACKUP	VISA	ONLINE SERVER BACKUP	86.80	564
Total For Dept 800.00 ADM				4,691.63	
Total For Fund 6201 WASTE				21,390.07	
Fund 6501 STORMWATER					
Dept 400.00 CSM					
6501-400.00-00650.00	FUEL CHARGES -STORM	PREMIER COMPANIES	FUEL CHARGES -STORM	447.85	1919
6501-400.00-00650.00	FUEL CHARGES - STORM	PREMIER COMPANIES	FUEL CHARGES - STORM	438.87	1919
Total For Dept 400.00 CSM				886.72	
Dept 700.00 CA					
6501-700.00-00676.00	OVERPAYMENT ON ACCOUNT	PAMELA BINDENAGEL	OVERPAYMENT ON ACCOUNT	28.00	1918
Total For Dept 700.00 CA				28.00	
Total For Fund 6501 STORM				914.72	
Fund 8901 PAYROLL					
Dept 000.00					
8901-000.00-00457.01	DEFERRED COMP - NATIONWI	NATIONWIDE RETIREMENT SO	NATIONWIDE & HOOSIER STAF	1,144.08	2231
8901-000.00-00457.02	COP RET 457 - HOOSIER ST	NATIONWIDE RETIREMENT SO	NATIONWIDE & HOOSIER STAF	397.19	2231
8901-000.00-00721.01	OASDI WITHHELD & MATCHING	INTERNAL REVENUE SERVICE	941 PAYMENT	29,891.76	2230
8901-000.00-00725.01	PERF CONTRIBUTIONS	INDIANA PUBLIC RETIREMEN	PERF CONTRIBUTIONS	26,543.09	2227
8901-000.00-00725.03	1977 FIRE PENSION	INDIANA PUBLIC RETIREMEN	1977 FIRE PENSION	7,283.00	2228
8901-000.00-00725.04	1977 POLICE PENSION	INDIANA PUBLIC RETIREMEN	1977 POLICE PENSION	2,184.90	2229
8901-000.00-00730.01	FEDERAL WITHHELD	INTERNAL REVENUE SERVICE	941 PAYMENT	21,070.97	2230
8901-000.00-00733.01	CHILD SUPPORT - KOON	INDIANA CHILD SUPPORT BU	CHILD SUPPORT	252.00	2226
8901-000.00-00758.01	ROTH - NATIONWIDE	NATIONWIDE RETIREMENT SO	NATIONWIDE & HOOSIER STAF	640.00	2231
Total For Dept 000.00				89,406.99	
Total For Fund 8901 PAYRC				89,406.99	

GL Number                      Invoice Line Desc                      Vendor                      Invoice Description                      Amount      Check #

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Fund Totals:

Fund 1101	GENERAL	23,867.25
Fund 2201	MOTOR VEHICLE F	3,161.88
Fund 2202	LOCAL ROAD AND	4,611.19
Fund 2204	PARK AND RECREP	693.56
Fund 2228	LAW ENFORCEMENT	1,604.33
Fund 2256	OPIOID UNRESTRI	2,927.89
Fund 2301	PARK AND RECREP	100.00
Fund 2402	LOCAL GRANTS &	125.00
Fund 2404	DRUG EDUCATION	6,540.00
Fund 2411	LOCAL OPTION IN	21,164.18
Fund 2503	FIRE DEPT COMMU	1,200.00
Fund 4402	CUMULATIVE CAPI	1,396.33
Fund 4425	CUMULATIVE BUII	9,912.13
Fund 6101	WATER	91,023.01
Fund 6201	WASTEWATER	21,390.07
Fund 6501	STORMWATER	914.72
Fund 8901	PAYROLL	89,406.99

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280,038.53

Period Ending: 11-09-25                      Check Date: 11-14-25

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

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

\_\_\_\_\_  
 NOELLE M. CONYER  
 FISCAL OFFICER

WE HAVE EXAMINED THE CLAIMS ON THE FOREGOING REGISTER OF CLAIMS, CONSISTING OF \_\_\_\_\_ PAGES,  
AND EXCEPT FOR CLAIMS NOT ALLOWED AS SHOWN ON THE REGISTER SUCH CLAIMS ARE HEREBY ALLOWED IN  
THE TOTAL AMOUNT OF \$ \_\_\_\_\_ DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Scott Oldham  
 PRESIDENT

\_\_\_\_\_  
 Dan Swafford  
 VICE PRESIDENT

\_\_\_\_\_  
 William Ellis  
 COUNCIL MEMBER

\_\_\_\_\_  
 Trevor Sager  
 COUNCIL MEMBER

\_\_\_\_\_  
 Pamela Samples  
 COUNCIL MEMBER

Period Ending: 11-09-25      Check Date: 11-14-25

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
-----						
Fund: 1101						
-----						
Totals For: 1101				116,640.12	3,441.00	120,081.12
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Fund: 2201						
-----						
Totals For: 2201				15,108.16	0.00	15,108.16
-----						
Fund: 2240						
-----						
Totals For: 2240				8,751.43	0.00	8,751.43
-----						
Fund: 2403						
-----						
Totals For: 2403				1,152.31	0.00	1,152.31
-----						
Fund: 2411						
-----						
Totals For: 2411				34,948.45	0.00	34,948.45
-----						
Fund: 6101						
-----						
Totals For: 6101				28,699.67	0.00	28,699.67
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Fund: 6201						
-----						
Totals For: 6201				25,865.05	0.00	25,865.05
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Fund: 6501						
-----						
Totals For: 6501				3,822.74	0.00	3,822.74
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<b>Grand Totals</b>	<b>11-09-25</b>			<b>234,987.93</b>	<b>3,441.00</b>	<b>238,428.93</b>

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
-----						
Fund: 1101	GENERAL					
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Department: 1101-001.00						
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1101-001.00-00101.00	112000	5	ELLIS, WILLIAM P	160.48	0.00	160.48
1101-001.00-00101.00	111600	5	OLDHAM, SCOTT	173.97	0.00	173.97
1101-001.00-00101.00	772400	5	SAGER, TREVOR R	160.48	0.00	160.48
1101-001.00-00101.00	111900	5	SAMPLES, PAMELA S	160.48	0.00	160.48
1101-001.00-00101.00	110800	5	SWAFFORD, DANIEL R	160.48	0.00	160.48
1101-001.00-00101.40	442900	80	RAGLE-WRIGHT, AMBER R	1,263.41	0.00	1,263.41
1101-001.00-00102.00	443700	10	CONYER, NOELLE M	1,218.32	0.00	1,218.32
1101-001.00-00103.00	444700	10	CANTRELL, KELLEY R	830.05	0.00	830.05
1101-001.00-00110.00	443500	10	PETTYJOHN, SERENA L	830.05	0.00	830.05
1101-001.00-00116.00	443500	10	PETTYJOHN, SERENA L	23.69	0.00	23.69
1101-001.00-00118.00	444701	10	CANTRELL, KELLEY R	33.34	0.00	33.34
1101-001.00-00118.00	443701	10	CONYER, NOELLE M	100.02	0.00	100.02
1101-001.00-00118.00	443501	10	PETTYJOHN, SERENA L	233.31	0.00	233.31
1101-001.00-00118.00	442901	80	RAGLE-WRIGHT, AMBER R	666.80	0.00	666.80
Totals For: 1101-001.00				6,014.88	0.00	6,014.88
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Department: 1101-002.00 PLANNING						
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1101-002.00-00112.00	443200	70	LINE, DENISE K	3,568.88	0.00	3,568.88
1101-002.00-00112.01	443800	70	BURNS, MICHAEL R	2,520.93	0.00	2,520.93
1101-002.00-00112.02	444800	70	JONES, RENEE I	1,084.02	0.00	1,084.02
1101-002.00-00113.00	443200	70	LINE, DENISE K	19.23	0.00	19.23
1101-002.00-00116.00	444800	70	JONES, RENEE I	101.81	0.00	101.81
1101-002.00-00118.00	443801	70	BURNS, MICHAEL R	200.00	0.00	200.00
1101-002.00-00118.00	444801	70	JONES, RENEE I	50.00	0.00	50.00
1101-002.00-00118.00	443201	70	LINE, DENISE K	900.00	0.00	900.00
Totals For: 1101-002.00				8,444.87	0.00	8,444.87
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Department: 1101-003.00 FIRE						
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1101-003.00-00104.00	333200	30	ABRAMS, TRAVIS L	2,912.50	0.00	2,912.50
1101-003.00-00104.00	331700	30	CLOUSE, CHRISTOPHER M	3,758.65	0.00	3,758.65
1101-003.00-00104.00	339500	30	CLOUSE, RYLAN T	2,604.81	0.00	2,604.81
1101-003.00-00104.00	337800	30	HENRY, DEANNA	2,604.81	0.00	2,604.81
1101-003.00-00104.00	340300	30	JARRETT, SHANE B	2,604.81	0.00	2,604.81
1101-003.00-00104.00	338000	30	MAUDER, BRIAN K	2,700.96	0.00	2,700.96
1101-003.00-00104.00	448400	80	MAY, CODY L	436.12	0.00	436.12
1101-003.00-00104.00	332500	30	PARRISH, KENNY R	3,181.73	0.00	3,181.73
1101-003.00-00104.00	441700	30	PATTON, KEVIN B	4,143.27	0.00	4,143.27
1101-003.00-00104.00	338700	30	PURSELL, RYAN M	2,700.96	0.00	2,700.96
1101-003.00-00104.00	340900	30	SAFT, SAMUEL P	2,604.81	0.00	2,604.81
1101-003.00-00106.00	343500	30	BURPO, LEVI J	383.50	0.00	383.50
1101-003.00-00106.00	342700	30	CHASTEEN, COLEMAN D	732.00	0.00	732.00
1101-003.00-00106.00	343300	30	GALLOWAY, KORY J	1,616.50	320.25	1,936.75
1101-003.00-00106.00	341400	30	HALTER, ALEXANDER J	1,971.00	0.00	1,971.00
1101-003.00-00106.00	341700	30	HARDY, MAESON R	1,934.50	1,697.25	3,631.75
1101-003.00-00106.00	343000	30	MERCER, AMELIA R	1,934.50	1,040.25	2,974.75
1101-003.00-00106.00	342900	30	MOBLEY, DANA B	219.00	0.00	219.00
1101-003.00-00106.00	343100	30	MOORE, JOSIAH G	219.00	0.00	219.00
1101-003.00-00106.00	342600	30	MURDOCK, JORDAN C	1,464.00	0.00	1,464.00
1101-003.00-00106.00	342000	30	POOLE, JONATHON CALVI	54.75	0.00	54.75
1101-003.00-00106.00	344000	30	STRAFACI, DAVID F	428.88	0.00	428.88
1101-003.00-00106.00	343200	30	TYE, CORBIN J	1,934.50	383.25	2,317.75

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
1101-003.00-00110.00	331400	30	MEDLEY, DONYA L	2,490.40	0.00	2,490.40
1101-003.00-00113.00	333200	30	ABRAMS, TRAVIS L	105.77	0.00	105.77
1101-003.00-00113.00	340300	30	JARRETT, SHANE B	48.08	0.00	48.08
1101-003.00-00113.00	338000	30	MAUDER, BRIAN K	96.15	0.00	96.15
1101-003.00-00113.00	332500	30	PARRISH, KENNY R	125.00	0.00	125.00
1101-003.00-00113.00	338700	30	PURSELL, RYAN M	48.08	0.00	48.08
1101-003.00-00113.00	340900	30	SAFT, SAMUEL P	38.46	0.00	38.46
1101-003.00-00113.00	330600	30	VANDEVENTER, RONALD S	86.54	0.00	86.54
1101-003.00-00116.00	333200	30	ABRAMS, TRAVIS L	538.41	0.00	538.41
1101-003.00-00116.00	339900	30	BURPO, LOGAN A	1,929.47	0.00	1,929.47
1101-003.00-00116.00	331700	30	CLOUSE, CHRISTOPHER M	93.97	0.00	93.97
1101-003.00-00116.00	339500	30	CLOUSE, RYLAN T	46.64	0.00	46.64
1101-003.00-00116.00	342500	30	MAUDER, CODY J	304.29	0.00	304.29
1101-003.00-00116.00	339700	30	MCMANUS, RONALD E	1,369.55	0.00	1,369.55
1101-003.00-00116.00	336200	30	SIEBOTT, MATTHEW E	1,534.42	0.00	1,534.42
1101-003.00-00116.00	330600	30	VANDEVENTER, RONALD S	6.45	0.00	6.45
1101-003.00-00118.00	333201	30	ABRAMS, TRAVIS L	1,400.00	0.00	1,400.00
1101-003.00-00118.00	331701	30	CLOUSE, CHRISTOPHER M	2,000.00	0.00	2,000.00
1101-003.00-00118.00	339501	30	CLOUSE, RYLAN T	100.00	0.00	100.00
1101-003.00-00118.00	337801	30	HENRY, DEANNA	100.00	0.00	100.00
1101-003.00-00118.00	340301	30	JARRETT, SHANE B	300.00	0.00	300.00
1101-003.00-00118.00	338001	30	MAUDER, BRIAN K	500.00	0.00	500.00
1101-003.00-00118.00	448401	80	MAY, CODY L	66.68	0.00	66.68
1101-003.00-00118.00	331401	30	MEDLEY, DONYA L	2,000.00	0.00	2,000.00
1101-003.00-00118.00	332501	30	PARRISH, KENNY R	2,000.00	0.00	2,000.00
1101-003.00-00118.00	441701	30	PATTON, KEVIN B	2,000.00	0.00	2,000.00
1101-003.00-00118.00	338701	30	PURSELL, RYAN M	300.00	0.00	300.00
1101-003.00-00118.00	340901	30	SAFT, SAMUEL P	200.00	0.00	200.00
Totals For: 1101-003.00				62,973.92	3,441.00	66,414.92

Department: 1101-004.00 POLICE

1101-004.00-00107.00	223400	40	BROWN, JASON R	2,624.92	0.00	2,624.92
1101-004.00-00107.00	224200	40	BUNGER, SHANNON E	2,624.92	0.00	2,624.92
1101-004.00-00107.00	220900	40	DAVIS, CRAIG W	2,837.53	0.00	2,837.53
1101-004.00-00107.00	220200	40	DURNIL, JIMMIE D	3,778.77	0.00	3,778.77
1101-004.00-00107.00	222500	40	LEGGIO, ALEC M	2,837.53	0.00	2,837.53
1101-004.00-00107.00	448400	80	MAY, CODY L	436.11	0.00	436.11
1101-004.00-00107.00	222100	40	MICHAEL, ZACHARY G	2,941.27	0.00	2,941.27
1101-004.00-00107.00	223800	40	ROBINSON, GEORGE F	3,225.65	0.00	3,225.65
1101-004.00-00107.50	224100	40	MINNICK, LEVI K	3,269.23	0.00	3,269.23
1101-004.00-00109.00	111101	40	DRAKE, DAVID B	306.25	0.00	306.25
1101-004.00-00109.00	221900	40	FREEMAN, MARK K	637.50	0.00	637.50
1101-004.00-00110.00	222700	40	FIEGLE, LEAH A	2,490.40	0.00	2,490.40
1101-004.00-00113.00	223400	40	BROWN, JASON R	38.46	0.00	38.46
1101-004.00-00113.00	224200	40	BUNGER, SHANNON E	48.08	0.00	48.08
1101-004.00-00113.00	220900	40	DAVIS, CRAIG W	38.46	0.00	38.46
1101-004.00-00113.00	220200	40	DURNIL, JIMMIE D	28.85	0.00	28.85
1101-004.00-00113.00	222500	40	LEGGIO, ALEC M	67.31	0.00	67.31
1101-004.00-00113.00	222100	40	MICHAEL, ZACHARY G	76.92	0.00	76.92
1101-004.00-00113.00	223800	40	ROBINSON, GEORGE F	19.23	0.00	19.23
1101-004.00-00116.00	223400	40	BROWN, JASON R	33.29	0.00	33.29
1101-004.00-00116.00	224200	40	BUNGER, SHANNON E	839.49	0.00	839.49
1101-004.00-00116.00	223600	40	HALL, RICHARD R	130.53	0.00	130.53
1101-004.00-00116.00	223500	40	KOON, JAROD N	231.45	0.00	231.45
1101-004.00-00116.00	222500	40	LEGGIO, ALEC M	345.74	0.00	345.74
1101-004.00-00116.00	222100	40	MICHAEL, ZACHARY G	876.21	0.00	876.21
1101-004.00-00116.00	223700	40	NEWCOMER, JOHN M	965.00	0.00	965.00

Salaries By GL Fund-Dept Report  
For Payroll ID: 333

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
1101-004.00-00116.00	221600	40	PERIAN, TRAVIS R	490.67	0.00	490.67
1101-004.00-00118.00	223401	40	BROWN, JASON R	400.00	0.00	400.00
1101-004.00-00118.00	220901	40	DAVIS, CRAIG W	2,000.00	0.00	2,000.00
1101-004.00-00118.00	220202	40	DURNIL, JIMMIE D	1,000.00	0.00	1,000.00
1101-004.00-00118.00	222701	40	FIEGLE, LEAH A	800.00	0.00	800.00
1101-004.00-00118.00	222502	40	LEGGIO, ALEC M	1,100.00	0.00	1,100.00
1101-004.00-00118.00	448401	80	MAY, CODY L	66.68	0.00	66.68
1101-004.00-00118.00	222102	40	MICHAEL, ZACHARY G	1,200.00	0.00	1,200.00
1101-004.00-00118.00	224101	40	MINNICK, LEVI K	100.00	0.00	100.00
1101-004.00-00118.00	223801	40	ROBINSON, GEORGE F	300.00	0.00	300.00
Totals For: 1101-004.00				39,206.45	0.00	39,206.45

Totals For: 1101				116,640.12	3,441.00	120,081.12
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Fund: 2201 MOTOR VEHICLE HIGHWAY

Department: 2201-001.00

2201-001.00-00111.01	441400	80	BOWMAN, JOSEPH D	843.97	0.00	843.97
2201-001.00-00111.01	449000	80	BREEDEN, TYLER L	686.20	0.00	686.20
2201-001.00-00111.01	448100	80	DAY, DYLAN R	686.20	0.00	686.20
2201-001.00-00111.01	442700	80	FLUKE, KEVIN D	971.47	0.00	971.47
2201-001.00-00111.01	440300	80	HEADDY, CHARLES KIP	1,189.51	0.00	1,189.51
2201-001.00-00111.01	444600	80	HOBBS, JERRY L	971.47	0.00	971.47
2201-001.00-00111.01	448500	80	HOENE, ROBERT D	871.97	0.00	871.97
2201-001.00-00111.01	444500	80	HUMPHREY, JAY E	971.47	0.00	971.47
2201-001.00-00111.01	449500	80	LONG, KAYDEN M	686.20	0.00	686.20
2201-001.00-00111.01	448400	80	MAY, CODY L	436.11	0.00	436.11
2201-001.00-00111.01	449400	80	MEHALECHKO, MICHAEL J	843.97	0.00	843.97
2201-001.00-00111.01	447700	80	PLUMMER, DILLON	871.99	0.00	871.99
2201-001.00-00111.01	331500	80	STALCUP, MICHAEL S	843.97	0.00	843.97
2201-001.00-00111.01	447900	80	WRIGHT, DONOVAN C	843.97	0.00	843.97
2201-001.00-00113.00	440300	80	HEADDY, CHARLES KIP	9.62	0.00	9.62
2201-001.00-00113.00	444500	80	HUMPHREY, JAY E	19.23	0.00	19.23
2201-001.00-00116.00	444500	80	HUMPHREY, JAY E	73.35	0.00	73.35
2201-001.00-00116.00	447400	80	VAGEDES, GREGORY J	65.40	0.00	65.40
2201-001.00-00118.00	441401	80	BOWMAN, JOSEPH D	666.60	0.00	666.60
2201-001.00-00118.00	449001	80	BREEDEN, TYLER L	66.66	0.00	66.66
2201-001.00-00118.00	448101	80	DAY, DYLAN R	33.33	0.00	33.33
2201-001.00-00118.00	442701	80	FLUKE, KEVIN D	666.80	0.00	666.80
2201-001.00-00118.00	440301	80	HEADDY, CHARLES KIP	666.80	0.00	666.80
2201-001.00-00118.00	444601	80	HOBBS, JERRY L	300.06	0.00	300.06
2201-001.00-00118.00	448501	80	HOENE, ROBERT D	133.32	0.00	133.32
2201-001.00-00118.00	444501	80	HUMPHREY, JAY E	300.06	0.00	300.06
2201-001.00-00118.00	448401	80	MAY, CODY L	66.68	0.00	66.68
2201-001.00-00118.00	447701	80	PLUMMER, DILLON	188.46	0.00	188.46
2201-001.00-00118.00	447901	80	WRIGHT, DONOVAN C	133.32	0.00	133.32
Totals For: 2201-001.00				15,108.16	0.00	15,108.16

Totals For: 2201				15,108.16	0.00	15,108.16
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Fund: 2240 LOCAL OPTION INCOME TAX-PUBLIC SAFETY

Department: 2240-003.00 FIRE

2240-003.00-00104.00	339200	30	BRITTON, KYLE R	3,125.77	0.00	3,125.77
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Salaries By GL Fund-Dept Report  
For Payroll ID: 333

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
2240-003.00-00113.00	339200	30	BRITTON, KYLE R	48.08	0.00	48.08
2240-003.00-00118.00	339201	30	BRITTON, KYLE R	400.00	0.00	400.00
Totals For: 2240-003.00				3,573.85	0.00	3,573.85
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Department: 2240-004.00		POLICE				
2240-004.00-00107.00	221100	40	BOWLEN, ANTHONY RAY	3,148.73	0.00	3,148.73
2240-004.00-00113.00	221100	40	BOWLEN, ANTHONY RAY	28.85	0.00	28.85
2240-004.00-00118.00	221102	40	BOWLEN, ANTHONY RAY	2,000.00	0.00	2,000.00
Totals For: 2240-004.00				5,177.58	0.00	5,177.58
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Totals For: 2240				8,751.43	0.00	8,751.43
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Fund: 2403		OWI/SEATBELT GRANT				
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Department: 2403-001.00						
2403-001.00-00001.98	221901	40	FREEMAN, MARK K	500.00	0.00	500.00
2403-001.00-00001.98	223602	40	HALL, RICHARD R	299.95	0.00	299.95
2403-001.00-00001.98	223702	40	NEWCOMER, JOHN M	352.36	0.00	352.36
Totals For: 2403-001.00				1,152.31	0.00	1,152.31
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Totals For: 2403				1,152.31	0.00	1,152.31
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Fund: 2411		LOCAL OPTION INCOME TAX-ECONOMIC DEVELOP				
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Department: 2411-003.00		FIRE				
2411-003.00-00104.00	339900	30	BURPO, LOGAN A	2,604.81	0.00	2,604.81
2411-003.00-00104.00	330700	30	CORNMAN, MICHAEL D	2,097.84	0.00	2,097.84
2411-003.00-00104.00	342500	30	MAUDER, CODY J	2,604.81	0.00	2,604.81
2411-003.00-00104.00	339700	30	MCMANUS, RONALD E	2,604.81	0.00	2,604.81
2411-003.00-00104.00	336200	30	SIEBOTT, MATTHEW E	2,912.50	0.00	2,912.50
2411-003.00-00113.00	339900	30	BURPO, LOGAN A	48.08	0.00	48.08
2411-003.00-00113.00	342500	30	MAUDER, CODY J	9.62	0.00	9.62
2411-003.00-00113.00	339700	30	MCMANUS, RONALD E	67.31	0.00	67.31
2411-003.00-00113.00	336200	30	SIEBOTT, MATTHEW E	86.54	0.00	86.54
2411-003.00-00118.00	339901	30	BURPO, LOGAN A	200.00	0.00	200.00
2411-003.00-00118.00	339701	30	MCMANUS, RONALD E	300.00	0.00	300.00
2411-003.00-00118.00	336201	30	SIEBOTT, MATTHEW E	200.00	0.00	200.00
Totals For: 2411-003.00				13,736.32	0.00	13,736.32
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Department: 2411-004.00		POLICE				
2411-004.00-00107.00	221000	40	BOHALL, ALVA L	2,624.92	0.00	2,624.92
2411-004.00-00107.00	223600	40	HALL, RICHARD R	2,837.53	0.00	2,837.53
2411-004.00-00107.00	223500	40	KOON, JAROD N	2,624.92	0.00	2,624.92
2411-004.00-00107.00	223900	40	MILLER, SAMUEL J	2,624.92	0.00	2,624.92
2411-004.00-00107.00	223700	40	NEWCOMER, JOHN M	2,624.92	0.00	2,624.92
2411-004.00-00107.00	221600	40	PERIAN, TRAVIS R	2,624.92	0.00	2,624.92
2411-004.00-00113.00	221000	40	BOHALL, ALVA L	9.62	0.00	9.62
2411-004.00-00113.00	223600	40	HALL, RICHARD R	38.46	0.00	38.46
2411-004.00-00113.00	223500	40	KOON, JAROD N	19.23	0.00	19.23
2411-004.00-00113.00	223900	40	MILLER, SAMUEL J	38.46	0.00	38.46
2411-004.00-00113.00	223700	40	NEWCOMER, JOHN M	76.92	0.00	76.92
2411-004.00-00113.00	221600	40	PERIAN, TRAVIS R	67.31	0.00	67.31

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
2411-004.00-00118.00	221004	40	BOHALL, ALVA L	2,000.00	0.00	2,000.00
2411-004.00-00118.00	223601	40	HALL, RICHARD R	400.00	0.00	400.00
2411-004.00-00118.00	223501	40	KOON, JAROD N	300.00	0.00	300.00
2411-004.00-00118.00	223901	40	MILLER, SAMUEL J	200.00	0.00	200.00
2411-004.00-00118.00	223701	40	NEWCOMER, JOHN M	400.00	0.00	400.00
2411-004.00-00118.00	221602	40	PERIAN, TRAVIS R	1,700.00	0.00	1,700.00
Totals For: 2411-004.00				21,212.13	0.00	21,212.13
Totals For: 2411				34,948.45	0.00	34,948.45

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Fund: 6101 WATER  
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Department: 6101-500.00 TDO  
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6101-500.00-00601.00	442700	80	FLUKE, KEVIN D	1,397.98	0.00	1,397.98
6101-500.00-00601.00	442701	80	FLUKE, KEVIN D	666.60	0.00	666.60
6101-500.00-00601.00	440300	80	HEADDY, CHARLES KIP	1,189.86	0.00	1,189.86
6101-500.00-00601.00	440301	80	HEADDY, CHARLES KIP	666.60	0.00	666.60
6101-500.00-00601.00	444600	80	HOBBS, JERRY L	1,647.72	0.00	1,647.72
6101-500.00-00601.00	444601	80	HOBBS, JERRY L	299.97	0.00	299.97
6101-500.00-00601.00	444500	80	HUMPHREY, JAY E	1,222.24	0.00	1,222.24
6101-500.00-00601.00	444501	80	HUMPHREY, JAY E	299.97	0.00	299.97
Totals For: 6101-500.00				7,390.94	0.00	7,390.94

Department: 6101-600.00 TDM  
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6101-600.00-00601.00	441400	80	BOWMAN, JOSEPH D	1,104.88	0.00	1,104.88
6101-600.00-00601.00	441401	80	BOWMAN, JOSEPH D	666.80	0.00	666.80
6101-600.00-00601.00	449000	80	BREEDEN, TYLER L	860.56	0.00	860.56
6101-600.00-00601.00	449001	80	BREEDEN, TYLER L	66.68	0.00	66.68
6101-600.00-00601.00	330700	30	CORNMAN, MICHAEL D	349.64	0.00	349.64
6101-600.00-00601.00	448100	80	DAY, DYLAN R	686.20	0.00	686.20
6101-600.00-00601.00	448101	80	DAY, DYLAN R	33.34	0.00	33.34
6101-600.00-00601.00	448500	80	HOENE, ROBERT D	1,221.46	0.00	1,221.46
6101-600.00-00601.00	448501	80	HOENE, ROBERT D	133.36	0.00	133.36
6101-600.00-00601.00	449500	80	LONG, KAYDEN M	686.20	0.00	686.20
6101-600.00-00601.00	448400	80	MAY, CODY L	436.12	0.00	436.12
6101-600.00-00601.00	448401	80	MAY, CODY L	66.68	0.00	66.68
6101-600.00-00601.00	449400	80	MEHALECHKO, MICHAEL J	843.97	0.00	843.97
6101-600.00-00601.00	447700	80	PLUMMER, DILLON	1,325.91	0.00	1,325.91
6101-600.00-00601.00	447701	80	PLUMMER, DILLON	188.52	0.00	188.52
6101-600.00-00601.00	331500	80	STALCUP, MICHAEL S	1,033.88	0.00	1,033.88
6101-600.00-00601.00	447400	80	VAGEDES, GREGORY J	284.13	0.00	284.13
6101-600.00-00601.00	447900	80	WRIGHT, DONOVAN C	1,058.92	0.00	1,058.92
6101-600.00-00601.00	447901	80	WRIGHT, DONOVAN C	133.36	0.00	133.36
Totals For: 6101-600.00				11,180.61	0.00	11,180.61

Department: 6101-700.00 CA  
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6101-700.00-00601.00	444800	70	JONES, RENEE I	542.01	0.00	542.01
6101-700.00-00601.00	444801	70	JONES, RENEE I	25.00	0.00	25.00
6101-700.00-00601.00	443600	80	MEDLEY, D'ELIZABETH L	1,221.61	0.00	1,221.61
6101-700.00-00601.00	443601	80	MEDLEY, D'ELIZABETH L	250.00	0.00	250.00
Totals For: 6101-700.00				2,038.62	0.00	2,038.62

Department: 6101-800.00 ADM  
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Salaries By GL Fund-Dept Report  
For Payroll ID: 333

GL Number	Employee ID	Home Dept	Name	Reg Amount	OT Amount	Total Amount
6201-700.00-00601.00	443601	80	MEDLEY, D'ELIZABETH L	250.00	0.00	250.00
Totals For: 6201-700.00				2,038.61	0.00	2,038.61
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Department: 6201-800.00		ADM				
6201-800.00-00601.00	444700	10	CANTRELL, KELLEY R	830.30	0.00	830.30
6201-800.00-00601.00	444701	10	CANTRELL, KELLEY R	33.33	0.00	33.33
6201-800.00-00601.00	443700	10	CONYER, NOELLE M	1,218.68	0.00	1,218.68
6201-800.00-00601.00	443701	10	CONYER, NOELLE M	99.99	0.00	99.99
6201-800.00-00601.00	112000	5	ELLIS, WILLIAM P	160.48	0.00	160.48
6201-800.00-00601.00	443000	80	MEADOWS, SHAWN R	1,325.01	0.00	1,325.01
6201-800.00-00601.00	443001	80	MEADOWS, SHAWN R	750.00	0.00	750.00
6201-800.00-00601.00	111600	5	OLDHAM, SCOTT	173.97	0.00	173.97
6201-800.00-00601.00	443500	10	PETTYJOHN, SERENA L	853.99	0.00	853.99
6201-800.00-00601.00	443501	10	PETTYJOHN, SERENA L	233.38	0.00	233.38
6201-800.00-00601.00	442900	80	RAGLE-WRIGHT, AMBER R	1,263.03	0.00	1,263.03
6201-800.00-00601.00	442901	80	RAGLE-WRIGHT, AMBER R	666.60	0.00	666.60
6201-800.00-00601.00	772400	5	SAGER, TREVOR R	160.48	0.00	160.48
6201-800.00-00601.00	111900	5	SAMPLES, PAMELA S	160.48	0.00	160.48
6201-800.00-00601.00	110800	5	SWAFFORD, DANIEL R	160.48	0.00	160.48
Totals For: 6201-800.00				8,090.20	0.00	8,090.20
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Totals For: 6201				25,865.05	0.00	25,865.05
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Fund: 6501		STORMWATER				
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Department: 6501-400.00		CSM				
6501-400.00-00601.00	448400	80	MAY, CODY L	435.85	0.00	435.85
6501-400.00-00601.00	448401	80	MAY, CODY L	66.64	0.00	66.64
6501-400.00-00601.00	447700	80	PLUMMER, DILLON	169.53	0.00	169.53
6501-400.00-00601.00	447701	80	PLUMMER, DILLON	34.56	0.00	34.56
6501-400.00-00601.00	447400	80	VAGEDES, GREGORY J	2,616.16	0.00	2,616.16
6501-400.00-00601.00	447401	80	VAGEDES, GREGORY J	500.00	0.00	500.00
Totals For: 6501-400.00				3,822.74	0.00	3,822.74
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Totals For: 6501				3,822.74	0.00	3,822.74
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Grand Totals				234,987.93	3,441.00	238,428.93

**Resolution 35-2025  
Transfer of Funds Fire**

**WHEREAS**, it has been determined that more money is needed than is currently available in certain funds and appropriations:

**THEREFORE**, be it resolved that the following transfers are hereby authorized:

**General Fund**

From:	Fire Department 1101-3-352	Natural Gas	\$5,000.00
To:	1101-3-221	Gas & Oil	
		Total	\$5,000.00

This Resolution was passed and adopted by the Town Council of Ellettsville, Indiana, on the 24th day of November 2025

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Scott Oldham, President

Attest: 

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Noelle M. Conyer, Clerk Treasurer

**RESOLUTION 36-2025  
ADDITIONAL APPROPRIATION**

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

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

<b>Fund Name: LIT Economic Development</b>	<b>Amount</b>
Major Budget Classification:	
Capital Outlays	\$25,000.00
<b>Total for LIT Economic Development:</b>	<b>\$25,000.00</b>

<b>Fund Name: General</b>	<b>Amount</b>
Major Budget Classification:	
Other Services and Charges	\$650.00
<b>Total for General:</b>	<b>\$650.00</b>

<b>Fund Name: Drug Education &amp; Equipment</b>	<b>Amount</b>
Major Budget Classification:	
Other Services and Charges	\$39,490.00
<b>Total for Drug Education &amp; Equipment:</b>	<b>\$39,490.00</b>

Adopted this 24<sup>th</sup> November, 2025

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Scott Oldham, President

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Dan Swafford, Vice President

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William Ellis

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Trevor Sager

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Pamela Samples

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ATTEST:

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Noelle M. Conyer, Clerk-Treasurer

**RESOLUTION 37-2025**  
**THE ELLETTSVILLE TOWN COUNCIL**  
**RESOLUTION TO DISPOSE OF SURPLUS PROPERTY**

**WHEREAS**, the Town Council (“Council”) of the Town of Ellettsville, Indiana has determined that the Department of Public Works - Utilities Department no longer need the following equipment:

DPW / Utilities – 1997 John Deere Gator Utility Vehicle – Serial #W004X2X025289

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the Town of Ellettsville, Indiana declares this vehicle surplus property and no longer needed by the Town of Ellettsville and should therefore be sold on Govdeals.com, an internet auction site, which has been approved by the Indiana Office of Technology or by sealed bid in accordance with I. C. 5-22-22-4.5.

DPW / Utilities – 1997 John Deere Gator Utility Vehicle – Serial #W004X2X025289

**THIS RESOLUTION WAS PASSED AND ADOPTED** by the Town Council of the Town of Ellettsville, Monroe County, Indiana, upon this 24<sup>th</sup> day of November 2025.

**ELLETTSVILLE TOWN COUNCIL**

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

**ATTEST:**

\_\_\_\_\_  
Noelle M. Conyer, Clerk-Treasurer

**RESOLUTION 38-2025**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT  
BETWEEN MONROE COUNTY, INDIANA, AND THE TOWN OF ELLETTSVILLE,  
INDIANA, FOR A TRAFFIC SAFETY GRANT**

WHEREAS, the Traffic Safety Improvement Program Grant (“TSIP” Grant) is a federal grant program administrated by the Indiana Criminal Justice Institute and funded through the National Highway Safety Administration (“NHTSA”); and

WHEREAS, the TSIP grant provides funding to state and local jurisdictions with funding to develop and implement projects that prioritize the reduction of traffic fatalities and injuries; and

WHEREAS, the Monroe County Sheriff’s office (“MCSO”) applied for and receive a TSIP grant in the amount of \$43,900.00 to fund the development of a Major Crash Investigation team consisting of deputies and police officers from Monroe County and the Town of Ellettsville, respectively; and

WHEREAS, Monroe County and the Town of Ellettsville desire to enter into an Interlocal Cooperation Agreement (“Agreement”) which outlines grant terms, project details, and agency responsibilities; and

WHEREAS, at its November 18, 2025 meeting, the Monroe County Council approved its Resolution 2025-52 approving the Agreement; and

WHEREAS, a copy of the Agreement is attached to this Resolution as Exhibit “1,” and consists of 7 pages and 3 exhibits; and

WHEREAS, the Ellettsville Town Council has reviewed the Agreement and finds that approval of the Agreement is the best interests of the Town, will promote public interest, and should be approved.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ELLETTSVILLE, MONROE COUNTY, THAT the attached Exhibit 1, the Interlocal Cooperation Agreement shall be, and hereby is, approved.

PASSED AND ADOPTED by the Town Council of the Town of Ellettsville, Monroe County, Indiana, this 24<sup>th</sup> day of November, 2025.

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Scott Oldham, President  
Ellettsville Town Council

ATTEST:

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Noelle Conyer, Clerk

## INTERLOCAL AGREEMENT FOR MAJOR CRASH INVESTIGATION TEAM

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

**WHEREAS**, MCSO received grant funding from the Indiana Criminal Justice Institute (“ICJI”) for the establishment, administration, and maintenance of a Major Crash Investigation (“MCI”) Team; and,

**WHEREAS**, MCSO, as the grant recipient and managing agency, is responsible for administering the MCI Team, ensuring compliance with ICJI grant terms, and overseeing all team activities; and,

**WHEREAS**, MCSO finds it appropriate and necessary to incorporate qualified law enforcement officers employed by the Town as members of the MCI Team; and,

**WHEREAS**, the Town finds it appropriate and necessary to allow qualified law enforcement officers employed by Town to participate as members of the MCI Team; and,

**WHEREAS**, the Town agrees to provide qualified personnel to support the MCI Team under the direction of MCSO; and

**WHEREAS**, the parties desire to establish protocols for activation, training, and reimbursement to ensure effective response to major crashes in Monroe County, including the Town of Ellettsville.

**THEREFORE**, in consideration of the mutual covenants and promises herein, the parties agree as follows:

### **Article 1. Scope of Work**

The Town will perform the activities and services (“Services”) described in “Exhibit A,” which consists of one (1) page, is marked accordingly, attached to and incorporated herein. The Sheriff’s Office shall designate a Team Commander to supervise all Services performed under this Agreement.

**1.1 Team Composition.** The MCI Team shall consist of qualified officers from MCSO and the Town. The MCI Team initially shall be composed of six (6) members with the Town providing two (2) members. The MCI Team composition may be adjusted by the Sheriff as long as the funding to support the Team is available and appropriated by Monroe County Council.

**1.2 Specific Duties.** The MCI Team shall respond to major crashes upon activation by MCSO, conduct investigation, reconstruct scenes, analyze causes, recommend road safety

improvements, gather evidence for prosecution, and use industry-standard tools and expertise.

## **Article 2. Qualification and Selection**

**2.1 Qualifications.** All MCI Team members must be in good standing with his/her respective departments and meet standards established by MSCO for team members. These standards include certification in at least one of the following: 1) crash reconstruction; 2) drug recognition; and/or 3) related fields and maintain in good standing. The determination as to whether a team member is in good standing with their respective department shall be determined solely by the member's respective department. If any Team members is not in good standing, it is the department's responsibility to notify the MCI Team Commander immediately upon the determination of such. If a team member is not in good standing with his/her department, the team member will be suspended from MCI Team activities until his/her department notifies the MCI Team Commander of a change in standing.

**2.2 Selection and Continued Membership on MCI Team.** The Sheriff of Monroe County, in conjunction with the MCI Team Commander, has the final say as to whether or not a person employed by any party to this Agreement shall be an MCI Team member. The Sheriff in conjunction with the MCI Team Commander, has the authority to reject any of Town's selected Team members.

Both Town and MCSO maintain authority to suspend, discipline and/or remove their respective team members from the MCI Team, if and when deemed necessary by the agency. It is the responsibility of the Town to communicate to the Sheriff and/or MCI Team Commander in writing the suspension and/or removal of Town's Team Members within three (3) business days of such action.

## **Article 3. Activation and Deployment**

**3.1 Activation.** The MCI Team shall be activated by MCSO upon notification of a major crash. Accidents that qualify as major crashes are defined within the Grant Agreement, which consists of forty-five (45) pages, is marked as "Exhibit B", is attached to and incorporated herein. The definition of major crashes includes the following: 1) any fatal or catastrophic injury crash; 2) any crash resulting in a substantial risk of death or serious permanent disfigurement; 3) crashes resulting in the spillage or leakage of significant amounts of hazardous material which seriously threatens life or property; 4) select serious bodily injury crashes such as those involving emergency vehicles, school buses, government vehicles and/or vehicles being pursued by law enforcement; and/or 5) usually complex crashes involving significant public interest when requested by a participating agency.

Upon activation of the MCI Team by the MCI Team Commander, all of the team members shall be expected to respond unless directed otherwise or alleviated of such responsibility by the MCI Team Commander. Each team member is expected to respond and comply with the guidelines as established by their respective department and the MCI Team Commander.

- 3.2 **Command.** The Sheriff and/or his designee shall designate the MCI Team Commander. Town personnel shall follow MCSO directives during major crash investigations.
- 3.3 **Jurisdiction.** The MCI Team may operate in Monroe County and Ellettsville; parties agree to mutual aid protocols.
- 3.4 **Precedence.** MCI Team duties take precedence over normal assignments when staffing allows, and as determined by the Team member's respective agency.

#### **Article 4. Term, and Modification/Termination of MCI/Grant Funding**

- 4.1 **Term.** The term of this Agreement shall commence from the date executed by all parties, below, and remain in effect until September 30, 2026, the end of the grant period as identified by "Exhibit B" or until grant funding is exhausted, whichever comes first. Upon expiration of the grant, the parties shall cooperate in winding down activities, including return of equipment and final reimbursements. This Agreement terminates automatically if ICJI funding ceases.
- 4.2 **Modification of Agreement.** This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement. Notices of modification should be tendered in accordance with Section 11.6 of this Agreement
- 4.3 **Termination of Agreement.** This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice prior to the effective termination date. Notices of termination should be tendered in accordance with Section 11.6 of this Agreement

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

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

#### **Article 5. Payment**

- 5.1 MCSO shall receive all ICJI grant funds and reimburse the Town as provided herein. Payment is contingent on continued receipt of Indiana Criminal Justice Institute grant funding, approval, and appropriation of funds by the Monroe County Council, and on timely receipt of and communication of funds from the Monroe County Auditor's Office. Payment is subject to the Monroe County claims process. Invoices should be submitted in accordance with Section 5.5 of this Agreement.

- 5.2 **Training Costs.** The MCI Team Commander will work with Town to determine what team members should attend available training. Any training/travel costs, excluding cost of airfare, lodging, and/or training program fees, incurred by Town related to training of travel for team members is not a reimbursable cost under this Agreement. Payment of training/travel costs not allowable pursuant to the Grant Agreement will be the responsibility of each respective department.
- 5.3 MCSO agrees to notify the County Council and Town in writing, upon the full exhaustion of the overtime line(s) within this Grant Agreement. If the grant's overtime funding is exhausted, each respective agency shall be responsible for payment of its team members' activities with the understanding that no reimbursement from the grant will occur for such. MCSO commits to judiciously monitoring its overtime response of the MCI Team while balancing such with its statutory duties of law enforcement and public safety and working with the County Council on overtime budgetary matters. MCSO shall follow the established policies and guidelines by law and the County Council for requesting additional appropriations for overtime lines outside of the grant
- 5.4 As long as grant funding for personnel costs from the ICJI is available, MCSO agrees to reimburse the Town for hourly wages of any MCI Team member employed by the Town for the member's performance of any duties for the MCI Team. The Town will be reimbursed for the member's wages at the individual member's double-time rate of pay. MCSO Deputies will receive a rate of \$75.00/hr. pursuant to work performed by this Grant Agreement. If a team member is already working his/her scheduled shift his/her respective department and the MCI Team is activated to respond to an accident, then that team member's hourly rate will be covered by their respective agency and not the grant. If the team member works beyond his/her regular scheduled shift as a result of team activation, then any time worked beyond the member's regular shift will be paid by the Grant Agreement and as outlined herein. Reimbursement requires documentation such as timesheets and proof of double-time calculation. The Town acknowledges that reimbursements are contingent on MCSO receiving corresponding funds from ICJI, and MCSO shall make good-faith efforts to submit claims to ICJI promptly to minimize delays.
- 5.5 To align with ICJI's quarterly reimbursement schedule, the Town shall submit invoices to the MCSO quarterly, within ten (10) days following the end of each calendar quarter in which Services were performed. MCSO shall make payments to the Town within thirty (30) days of receipt of funds from ICJI for the corresponding claim, or within thirty (30) days of invoice receipt if advance funds are obtained from ICJI. The Town shall send invoices to the following MCSO address:
- Monroe County Sheriff's Office  
Attn: Sheriff Ruben Marté  
301 N. College Avenue  
Bloomington, Indiana 47404
- 5.6 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

5.7 Any additional costs for the Town's performance of Services, such as training or supplies, shall be approved by the MCSO prior to incurring the cost and reimbursed at cost. Costs agreed upon by both parties shall be invoiced and paid as described in paragraphs 5.5 and 5.6.

5.8 **Delays and Final Claims.** The parties acknowledge potential delays in ICJI processing (up to 35 days in arrears post-claim). All final invoices and reports from the Town must be submitted within twenty (20) days after Agreement expiration or termination to allow MCSCO to meet ICJI's thirty (30)-day final claim deadline.

## **Article 6. Purchasing of Equipment**

6.1 Each department will retain ownership indefinitely of the assets for which that department purchases. Assets purchased with grant funding (e.g., equipment and licenses) will be clearly marked with the purchasing agency's asset tags, where possible. Where such tags are impractical, a detailed inventory shall be maintained by both MCSO and Town. These assets shall be owned by the respective purchasing agencies, but for the duration of this agreement the assets shall be available for priority use by MCI team members. When assets are not being used by the MCI Team/team members, the purchasing agency has discretion of use. Upon termination of this Agreement, all assets shall be returned to the respective purchasing agency in good condition and/or as the Grant Agreement ("Exhibit B") requires.

6.2 Both MCSO and Town agree to only purchase equipment with grant funds as identified as necessary by the MCI Team Commander and that all purchases will be done in accordance with the Grant Agreement ("Exhibit B"), state and federal law, and each agency's governing policies.

## **Article 7. Confidential Information**

7.1 A party may, during the term of this Agreement, provide the other party with investigative, technical, or other information treated as confidential or proprietary ("Confidential Information"), including crash data, reports, and grant details. The disclosing party ("Disclosing Party") shall mark such information as "Confidential." If disclosed orally, information that is to be treated as confidential shall be confirmed in writing within thirty (30) days. Each party shall hold Confidential Information in strict confidence and disclose it only as necessary for performance of this Agreement except in instances identified by Article 7, Section 7.3.

7.2 The obligation of confidentiality survives termination for five (5) years from disclosure.

7.3 Exceptions to confidentiality include information that: (a) is already known; (b) becomes public without breach; (c) is received from a third party without obligation; (d) is independently developed; (e) is approved for release; or (f) is required by law, with notice to the Disclosing Party.

## **Article 8. Mutual Liability**

8.1 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.

8.2 As applicable law and/or agency policies will allow, any MCI Team member injured or killed outside the geographical boundaries or jurisdictional limits of their employing agency while performing the duties associated with this Agreement shall be treated as if the MCI Team member was functioning as an employee within their own employer's geographical boundaries or jurisdictional limits, and shall be further deemed to have been acting within the scope of their regular employment with their own employer.

**Article 9. Employment Status.** Nothing contained herein will be construed as establishing an employer-employee, joint venture, or principal-agent relationship between the parties. It is understood that Town team members are not members of MCSO and vice versa for MCSO team members.

## **Article 10. Subrecipient Monitoring and Compliance**

**10.1- Compliance.** The Town agrees to comply with terms of the Grant Agreement for the grant received by MCSO from the ICJI for the MCI Team. (See "Exhibit B"). The Town agrees to submit to MCSO and to retain copies of any documentation necessary to comply with terms of the grant agreement, including for audits.

**10.2. Subrecipient Monitoring Policy.** As the fiscal agent for the ICJI awarded for the MCI Team, MCSO shall be responsible for monitoring grant activities of Town, as a sub-recipient, during the grant period to provide reasonable assurance that the sub-recipient has administered the pass-through funds compliance with the laws, regulations and provisions of the award. MCSO is responsible for ensuring that Town, as a sub-recipient, has not been suspended or disbarred from receiving federal funds. Each agency receiving federal funds is responsible for ensuring that contractors and/or vendors who have been suspended or debarred from receiving federal funds are not utilized in the procurement of equipment, supplies or services related to the federal grant award funds.

MCSO shall develop a sub-recipient policy for monitoring and said policy will be attached as "Exhibit C" to this Agreement and incorporated herein.

## **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 addenda, 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.

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.

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

**MCSO**  
Monroe County Sheriff's Office  
Attn: Sheriff  
301 N. College Avenue  
Bloomington, Indiana 47404

**Town**  
Ellettsville Police Department  
Attn: Town Marshal  
1406 W. Guy McCown Drive  
Ellettsville, Indiana 47429

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

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

Ruben Marté  
Monroe County Sheriff

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

Jimmie Durnil  
Town Marshal, Ellettsville Police Department

## **Exhibit A – Statement of Work**

MCSCO and Town Police are partnering to establish and maintain a major crash investigations team with grant funds from the Indiana Criminal Justice Institute (ICJI). The team will be equipped and available to respond to all major crashes, as defined by the Grant Agreement, in Monroe County and the Town of Ellettsville.

Overtime funding, as available, will ensure 24/7 availability of trained crash reconstructionists, drug recognition experts, and detectives. The team will thoroughly document, analyze, and reconstruct crash scenes; identify causes; recommend road safety improvements; and, when applicable, gather as much evidence as possible to present the strongest criminal case forward for prosecution using industry-standard tools and expertise.

The Town will provide qualified law enforcement officers to the team to assist in fulfilling the team's purpose subject to MCSO's approval of the Town's team members.

Team members will be expected to respond within 30 minutes of activation by MCI Team Commander. If a Team Member is relieved from his/her responsibility of responding to the accident, the Team Member's will receive pay for the minimum call out time as established by his/her agency's policies and/or collective bargaining agreements.

Guidelines for expectations of MCI Team Members will be communicated to Team Members by MCI Team Commander and provided to Town for reference.

**RESOLUTION 2025-52**

**A Resolution Approving the Interlocal Cooperation Agreement between the City of Monroe County, Indiana and the Town of Ellettsville for Traffic Safety Grant**

**WHEREAS**, the Traffic Safety Improvement Program Grant (“TSIP” Grant) is a federal grant program administered by the Indiana Criminal Justice Institute and funded through the National Highway Traffic Safety Administration (“NHTSA”); and,

**WHEREAS**, the TSIP grant provides funding to state and local jurisdictions with funding to develop and implement projects that prioritize reducing traffic fatalities and/or injuries; and

**WHEREAS**, the Monroe County Sheriff’s Office (“MSCO”) applied for and received a TSIP grant in the amount of forty-three thousand and nine hundred dollars 00/00 (\$43,900.00) to fund the development of a Major Crash Investigation team consisting of Monroe County deputies and police officers from the Town of Ellettsville; and

**WHEREAS**, Monroe County and the Town of Ellettsville, desire to enter an Interlocal agreement (“Agreement”) which outlines the grant terms, agency responsibilities, and project details ; and

**WHEREAS**, the proposed Agreement has been developed and is attached to this Ordinance as “Exhibit 1,” which consists of seven (7) pages and three (3) exhibits; and

**WHEREAS**, this Agreement is proposed by the Board of Commissioner of Monroe County (“Commissioners”) and the Common Council of the Town of Ellettsville, Indiana; and

**WHEREAS**, the Monroe County Council (“County Council”) has reviewed the Agreement and finds that the approval of the Agreement will promote the public interest and should be approved.

**NOW, THEREFORE, BE IT ORDAINED**, by the Monroe County Council of Monroe County, Indiana that “Exhibit A” shall be, and hereby is, approved.

Approved and Adopted this \_\_\_\_\_ day of **November, 2025** by the Monroe County Council, Monroe County, Indiana.

*Remainder of page left blank intentionally.*

\*\*\*\*\*

MONROE COUNTY COUNCIL

Aye  Nay  Abstain  Not Present Jennifer Crossley  
Jennifer Crossley, President

Aye  Nay  Abstain  Not Present Peter Iversen  
Peter Iversen, President Pro Tempore

Aye  Nay  Abstain  Not Present Marty Hawk  
Marty Hawk, Councilor

Aye  Nay  Abstain  Not Present Trent Deckard  
Trent Deckard, Councilor

Aye  Nay  Abstain  Not Present David G. Henry  
David G. Henry, Councilor

Aye  Nay  Abstain  Not Present Liz Feitl  
Liz Feitl, Councilor

Aye  Nay  Abstain  Not Present L. Kate Wiltz  
L. Kate Wiltz, Councilor

ATTEST:

\_\_\_\_\_  
Brienne Gregory, Auditor  
Monroe County, Indiana

\_\_\_\_\_  
Date

# Exhibit 1

## INTERLOCAL AGREEMENT FOR MAJOR CRASH INVESTIGATION TEAM

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

**WHEREAS**, MCSO received grant funding from the Indiana Criminal Justice Institute (“ICJI”) for the establishment, administration, and maintenance of a Major Crash Investigation (“MCI”) Team; and,

**WHEREAS**, MCSO, as the grant recipient and managing agency, is responsible for administering the MCI Team, ensuring compliance with ICJI grant terms, and overseeing all team activities; and,

**WHEREAS**, MCSO finds it appropriate and necessary to incorporate qualified law enforcement officers employed by the Town as members of the MCI Team; and,

**WHEREAS**, the Town finds it appropriate and necessary to allow qualified law enforcement officers employed by Town to participate as members of the MCI Team; and,

**WHEREAS**, the Town agrees to provide qualified personnel to support the MCI Team under the direction of MCSO; and

**WHEREAS**, the parties desire to establish protocols for activation, training, and reimbursement to ensure effective response to major crashes in Monroe County, including the Town of Ellettsville.

**THEREFORE**, in consideration of the mutual covenants and promises herein, the parties agree as follows:

### **Article 1. Scope of Work**

The Town will perform the activities and services (“Services”) described in “Exhibit A,” which consists of one (1) page, is marked accordingly, attached to and incorporated herein. The Sheriff’s Office shall designate a Team Commander to supervise all Services performed under this Agreement.

**1.1 Team Composition.** The MCI Team shall consist of qualified officers from MCSO and the Town. The MCI Team initially shall be composed of six (6) members with the Town providing two (2) members. The MCI Team composition may be adjusted by the Sheriff as long as the funding to support the Team is available and appropriated by Monroe County Council.

**1.2 Specific Duties.** The MCI Team shall respond to major crashes upon activation by MCSO, conduct investigation, reconstruct scenes, analyze causes, recommend road safety

improvements, gather evidence for prosecution, and use industry-standard tools and expertise.

## **Article 2. Qualification and Selection**

**2.1 Qualifications.** All MCI Team members must be in good standing with his/her respective departments and meet standards established by MSCO for team members. These standards include certification in at least one of the following: 1) crash reconstruction; 2) drug recognition; and/or 3) related fields and maintain in good standing. The determination as to whether a team member is in good standing with their respective department shall be determined solely by the member's respective department. If any Team members is not in good standing, it is the department's responsibility to notify the MCI Team Commander immediately upon the determination of such. If a team member is not in good standing with his/her department, the team member will be suspended from MCI Team activities until his/her department notifies the MCI Team Commander of a change in standing.

**2.2 Selection and Continued Membership on MCI Team.** The Sheriff of Monroe County, in conjunction with the MCI Team Commander, has the final say as to whether or not a person employed by any party to this Agreement shall be an MCI Team member. The Sheriff in conjunction with the MCI Team Commander, has the authority to reject any of Town's selected Team members.

Both Town and MCSO maintain authority to suspend, discipline and/or remove their respective team members from the MCI Team, if and when deemed necessary by the agency. It is the responsibility of the Town to communicate to the Sheriff and/or MCI Team Commander in writing the suspension and/or removal of Town's Team Members within three (3) business days of such action.

## **Article 3. Activation and Deployment**

**3.1 Activation.** The MCI Team shall be activated by MCSO upon notification of a major crash. Accidents that qualify as major crashes are defined within the Grant Agreement, which consists of forty-five (45) pages, is marked as "Exhibit B", is attached to and incorporated herein. The definition of major crashes includes the following: 1) any fatal or catastrophic injury crash; 2) any crash resulting in a substantial risk of death or serious permanent disfigurement; 3) crashes resulting in the spillage or leakage of significant amounts of hazardous material which seriously threatens life or property; 4) select serious bodily injury crashes such as those involving emergency vehicles, school buses, government vehicles and/or vehicles being pursued by law enforcement; and/or 5) usually complex crashes involving significant public interest when requested by a participating agency.

Upon activation of the MCI Team by the MCI Team Commander, all of the team members shall be expected to respond unless directed otherwise or alleviated of such responsibility by the MCI Team Commander. Each team member is expected to respond and comply with the guidelines as established by their respective department and the MCI Team Commander.

- 3.2 **Command.** The Sheriff and/or his designee shall designate the MCI Team Commander. Town personnel shall follow MCSO directives during major crash investigations.
- 3.3 **Jurisdiction.** The MCI Team may operate in Monroe County and Ellettsville; parties agree to mutual aid protocols.
- 3.4 **Precedence.** MCI Team duties take precedence over normal assignments when staffing allows, and as determined by the Team member's respective agency.

#### **Article 4. Term, and Modification/Termination of MCI/Grant Funding**

- 4.1 **Term.** The term of this Agreement shall commence from the date executed by all parties, below, and remain in effect until September 30, 2026, the end of the grant period as identified by "Exhibit B" or until grant funding is exhausted, whichever comes first. Upon expiration of the grant, the parties shall cooperate in winding down activities, including return of equipment and final reimbursements. This Agreement terminates automatically if ICJI funding ceases.
- 4.2 **Modification of Agreement.** This Agreement may only be modified mutually, in writing referencing this Agreement, and signed by both parties. Any modification must be approved in the same manner as this Agreement. Notices of modification should be tendered in accordance with Section 11.6 of this Agreement
- 4.3 **Termination of Agreement.** This Agreement may be terminated, at any time, by either party, upon thirty (30) days written notice prior to the effective termination date. Notices of termination should be tendered in accordance with Section 11.6 of this Agreement

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

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

#### **Article 5. Payment**

- 5.1 MCSO shall receive all ICJI grant funds and reimburse the Town as provided herein. Payment is contingent on continued receipt of Indiana Criminal Justice Institute grant funding, approval, and appropriation of funds by the Monroe County Council, and on timely receipt of and communication of funds from the Monroe County Auditor's Office. Payment is subject to the Monroe County claims process. Invoices should be submitted in accordance with Section 5.5 of this Agreement.

- 5.2 **Training Costs.** The MCI Team Commander will work with Town to determine what team members should attend available training. Any training/travel costs, excluding cost of airfare, lodging, and/or training program fees, incurred by Town related to training of travel for team members is not a reimbursable cost under this Agreement. Payment of training/travel costs not allowable pursuant to the Grant Agreement will be the responsibility of each respective department.
- 5.3 MCSO agrees to notify the County Council and Town in writing, upon the full exhaustion of the overtime line(s) within this Grant Agreement. If the grant's overtime funding is exhausted, each respective agency shall be responsible for payment of its team members' activities with the understanding that no reimbursement from the grant will occur for such. MCSO commits to judiciously monitoring its overtime response of the MCI Team while balancing such with its statutory duties of law enforcement and public safety and working with the County Council on overtime budgetary matters. MCSO shall follow the established policies and guidelines by law and the County Council for requesting additional appropriations for overtime lines outside of the grant
- 5.4 As long as grant funding for personnel costs from the ICJI is available, MCSO agrees to reimburse the Town for hourly wages of any MCI Team member employed by the Town for the member's performance of any duties for the MCI Team. The Town will be reimbursed for the member's wages at the individual member's double-time rate of pay. MCSO Deputies will receive a rate of \$75.00/hr. pursuant to work performed by this Grant Agreement. If a team member is already working his/her scheduled shift his/her respective department and the MCI Team is activated to respond to an accident, then that team member's hourly rate will be covered by their respective agency and not the grant. If the team member works beyond his/her regular scheduled shift as a result of team activation, then any time worked beyond the member's regular shift will be paid by the Grant Agreement and as outlined herein. Reimbursement requires documentation such as timesheets and proof of double-time calculation. The Town acknowledges that reimbursements are contingent on MCSO receiving corresponding funds from ICJI, and MCSO shall make good-faith efforts to submit claims to ICJI promptly to minimize delays.
- 5.5 To align with ICJI's quarterly reimbursement schedule, the Town shall submit invoices to the MCSO quarterly, within ten (10) days following the end of each calendar quarter in which Services were performed. MCSO shall make payments to the Town within thirty (30) days of receipt of funds from ICJI for the corresponding claim, or within thirty (30) days of invoice receipt if advance funds are obtained from ICJI. The Town shall send invoices to the following MCSO address:
- Monroe County Sheriff's Office  
Attn: Sheriff Ruben Marté  
301 N. College Avenue  
Bloomington, Indiana 47404
- 5.6 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

5.7 Any additional costs for the Town's performance of Services, such as training or supplies, shall be approved by the MCSO prior to incurring the cost and reimbursed at cost. Costs agreed upon by both parties shall be invoiced and paid as described in paragraphs 5.5 and 5.6.

5.8 **Delays and Final Claims.** The parties acknowledge potential delays in ICJI processing (up to 35 days in arrears post-claim). All final invoices and reports from the Town must be submitted within twenty (20) days after Agreement expiration or termination to allow MCSCO to meet ICJI's thirty (30)-day final claim deadline.

## **Article 6. Purchasing of Equipment**

6.1 Each department will retain ownership indefinitely of the assets for which that department purchases. Assets purchased with grant funding (e.g., equipment and licenses) will be clearly marked with the purchasing agency's asset tags, where possible. Where such tags are impractical, a detailed inventory shall be maintained by both MCSO and Town. These assets shall be owned by the respective purchasing agencies, but for the duration of this agreement the assets shall be available for priority use by MCI team members. When assets are not being used by the MCI Team/team members, the purchasing agency has discretion of use. Upon termination of this Agreement, all assets shall be returned to the respective purchasing agency in good condition and/or as the Grant Agreement ("Exhibit B") requires.

6.2 Both MCSO and Town agree to only purchase equipment with grant funds as identified as necessary by the MCI Team Commander and that all purchases will be done in accordance with the Grant Agreement ("Exhibit B"), state and federal law, and each agency's governing policies.

## **Article 7. Confidential Information**

7.1 A party may, during the term of this Agreement, provide the other party with investigative, technical, or other information treated as confidential or proprietary ("Confidential Information"), including crash data, reports, and grant details. The disclosing party ("Disclosing Party") shall mark such information as "Confidential." If disclosed orally, information that is to be treated as confidential shall be confirmed in writing within thirty (30) days. Each party shall hold Confidential Information in strict confidence and disclose it only as necessary for performance of this Agreement except in instances identified by Article 7, Section 7.3.

7.2 The obligation of confidentiality survives termination for five (5) years from disclosure.

7.3 Exceptions to confidentiality include information that: (a) is already known; (b) becomes public without breach; (c) is received from a third party without obligation; (d) is independently developed; (e) is approved for release; or (f) is required by law, with notice to the Disclosing Party.

## **Article 8. Mutual Liability**

8.1 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.

8.2 As applicable law and/or agency policies will allow, any MCI Team member injured or killed outside the geographical boundaries or jurisdictional limits of their employing agency while performing the duties associated with this Agreement shall be treated as if the MCI Team member was functioning as an employee within their own employer's geographical boundaries or jurisdictional limits, and shall be further deemed to have been acting within the scope of their regular employment with their own employer.

**Article 9. Employment Status.** Nothing contained herein will be construed as establishing an employer-employee, joint venture, or principal-agent relationship between the parties. It is understood that Town team members are not members of MCSO and vice versa for MCSO team members.

## **Article 10. Subrecipient Monitoring and Compliance**

**10.1- Compliance.** The Town agrees to comply with terms of the Grant Agreement for the grant received by MCSO from the ICJI for the MCI Team. (See "Exhibit B"). The Town agrees to submit to MCSO and to retain copies of any documentation necessary to comply with terms of the grant agreement, including for audits.

**10.2. Subrecipient Monitoring Policy.** As the fiscal agent for the ICJI awarded for the MCI Team, MCSO shall be responsible for monitoring grant activities of Town, as a sub-recipient, during the grant period to provide reasonable assurance that the sub-recipient has administered the pass-through funds compliance with the laws, regulations and provisions of the award. MCSO is responsible for ensuring that Town, as a sub-recipient, has not been suspended or disbarred from receiving federal funds. Each agency receiving federal funds is responsible for ensuring that contractors and/or vendors who have been suspended or debarred from receiving federal funds are not utilized in the procurement of equipment, supplies or services related to the federal grant award funds.

MCSO shall develop a sub-recipient policy for monitoring and said policy will be attached as "Exhibit C" to this Agreement and incorporated herein.

## **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 addenda, 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.

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.

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

**MCSO**  
Monroe County Sheriff's Office  
Attn: Sheriff  
301 N. College Avenue  
Bloomington, Indiana 47404

**Town**  
Ellettsville Police Department  
Attn: Town Marshal  
1406 W. Guy McCown Drive  
Ellettsville, Indiana 47429

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

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

Ruben Marté  
Monroe County Sheriff

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

Jimmie Durnil  
Town Marshal, Ellettsville Police Department

## **Exhibit A – Statement of Work**

MCSCO and Town Police are partnering to establish and maintain a major crash investigations team with grant funds from the Indiana Criminal Justice Institute (ICJI). The team will be equipped and available to respond to all major crashes, as defined by the Grant Agreement, in Monroe County and the Town of Ellettsville.

Overtime funding, as available, will ensure 24/7 availability of trained crash reconstructionists, drug recognition experts, and detectives. The team will thoroughly document, analyze, and reconstruct crash scenes; identify causes; recommend road safety improvements; and, when applicable, gather as much evidence as possible to present the strongest criminal case forward for prosecution using industry-standard tools and expertise.

The Town will provide qualified law enforcement officers to the team to assist in fulfilling the team's purpose subject to MCSO's approval of the Town's team members.

Team members will be expected to respond within 30 minutes of activation by MCI Team Commander. If a Team Member is relieved from his/her responsibility of responding to the accident, the Team Member's will receive pay for the minimum call out time as established by his/her agency's policies and/or collective bargaining agreements.

Guidelines for expectations of MCI Team Members will be communicated to Team Members by MCI Team Commander and provided to Town for reference.

# Exhibit B

## GRANT AGREEMENT TRAFFIC SAFETY GRANTS

**Contract #00000000000000000096050**

This Grant Agreement ("Grant Agreement"), entered into by and between **Indiana Criminal Justice Institute** (the "State") and the **Monroe County Sheriff's Office** (the "Grantee"), and the **Monroe County Auditor's Office** (the "Fiscal Agent") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of **\$43,900.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. This Grant is made with funds from the National Highway Traffic and Safety Administration (NHTSA) in accordance with 23 U.S.C. §§ 164,402, and 405, and is administered by the State pursuant to Indiana Code § 5-2-6-3 and Indiana Code § 9-27-2. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and applicable federal and state laws, rules, and regulations. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

The Grantee acknowledges that funds awarded under this Grant Agreement shall be used exclusively in accordance with the provisions contained herein and in conformance with the requirements for the specific funding sources identified below (Assistance Listing Number, 20.600, Assistance Listing Number 20.608, and Assistance Listing Number 20.616), and any applicable federal and state laws, rules, regulations, and guidance, which are all incorporated fully herein by reference. The specific federal funding sources and amounts received by the Grantee pursuant to this Grant are set forth in **Exhibit C** of this Grant Agreement, which is attached hereto and fully incorporated herein by reference.

The Fiscal Agent shall transmit the grant award to the Grantee to provide the requisite funding for the Grantee to implement the Project or provide the services in conformance with this Grant Agreement. The Fiscal Agent is responsible for ensuring that the grant funds are obligated, expended, and drawn down in conformity with the Grant Agreement. If the Fiscal Agent fails to transmit the grant award to the Grantee in a timely fashion or fails to provide adequate fiscal oversight, the State, at its discretion, may consider such failure to be a material breach of this Grant Agreement.

### FUNDING SOURCE:

Program Name per Catalog of Federal Domestic Assistance	ALN # formerly CFDA #
State and Community Highway Safety Program	20.600
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608
National Priority Safety Programs	20.616

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term

"principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

### **3. Implementation of and Reporting on the Project.**

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **quarterly** basis and shall contain such details of progress or performance on the Project as is requested by the State. All reporting shall be submitted through the State's Electronic Grant Management System (IntelliGrants).

**4. Term.** This Grant Agreement commences on **October 1, 2025**, and shall remain in effect through **September 30, 2026**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

### **5. Grant Funding.**

A. The State shall fund this Grant in the amount of **\$43,900.00**. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

### **6. Payment of Claims.**

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. **Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures.** As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana State Comptroller.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within **twenty (20) calendar days** following the end of the **quarter** in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **twenty (20) calendar days** following the end of the **quarter** in which the services were provided. All final claims and reports must be submitted to the State within **thirty (30) calendar days** after the expiration or termination of this

agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a **quarterly basis only**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. All equipment purchased or received by the Grantee pursuant to the Project in accordance with **Exhibit A** and with the plans and specifications contained in the Grant Application with a value of \$500.00 or more and a life expectancy greater than one (1) year shall become the property of the State and shall not be sold or dispensed of without the express written consent of the State.

G. The Grantee shall select between cash basis accounting or accrual basis accounting and maintain said selection during the term of the Grant for the accounting of expenditures.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to **three (3) years** after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of **three (3) years** after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit E** (Guidelines for Non-governmental Entities).

## 9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. The Grantee certifies that it will follow all Indiana procurement laws, policies, and procedures regarding funds expended under this Grant Agreement, including but not limited to IC § 5-22 and the procedures set out at <https://www.in.gov/idoa/2944.htm>.

I. The Grantee further agrees to comply with all applicable Federal statutes, regulations, and directives effective during the periods for which it receives federal funding. Applicable provisions include, but are not limited to, the following:

(1) 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;

(2) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;

(3) 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs;

(4) 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and

(5) 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

J. The Grantee certifies that the funding provided by State through this Contract will not be used to further any type of political or voter activity. Grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

K. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Grantee hereby certifies:

(1). No federally appointed funds have been paid, or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal Grant, the making of any federal Grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.

(2). If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.

(3). Grantee shall require that the language of this certification be included in the award document for subawards at all tiers (including sub grants, grants under grants, loans, and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

(4). The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(5). None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

L. The Grantee agrees to comply with the provisions of the Buy America Act (49 U.S.C. 5323 (j)) which contains the following requirements:

(1). Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project Contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

M. Prohibition on Using Grant Funds to Check for Helmet Usage. The Grantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or create checkpoints that specifically target motorcyclists.

N. Federal Certification Regarding Debarment and Suspension. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals have **not within a three (3) year period** preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in obtaining, attempting to obtain, or performing a public (federal state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property; **has not within a three (3) year period** preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

(1). By signing and submitting this Contract, the Grantee is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

(2). The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3). The Grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4). The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

(5). The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6). The Grantee further agrees by submitting this proposal that it will include the clause title "Instructions for Lower Tier Participation Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

(7). Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction this is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

(8). Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9). Except for transactions authorized under paragraph E of these instructions, if a Grantee knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

(10). Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

a) The Grantee certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b) Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

O. The Grantee will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Associate of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

P. The Grantee shall provide documentation, including but not limited to any contracts or agreements regarding whether the Grantee is purchasing, renting, or leasing equipment or supplies when submitting claims to the State. The Grantee shall follow and comply with all provisions in 2 C.F.R. § 200.465 regarding the lease and or rental of real property and equipment. The Grantee shall follow and comply with all provisions in 2 C.F.R. § 200.216 and 2 C.F.R. § 200.217 when

renting, purchasing, or leasing any telecommunications, video surveillance systems and service, or equipment.

Q. The Grantee shall comply with all data reporting requests from the Criminal Justice Data Division, and National Incident Based Reporting System (NIBRS) reporting requirements, pursuant IC § 10-13-2-6. Failure to comply with these provisions and requirements may result in the awarded funds being de-obligated, pursuant to IC § 5-2-6-10.5.

R. Equipment may not be purchased under this Grant Agreement **less than 90 days** before the expiration of the Grant, unless specifically permitted in writing by the State.

S. The Grantee shall not utilize any funds provided by this Grant to support, initiate, or maintain any legal action against the State of Indiana or United States of America.

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subrecipients, subcontractors, contractors, and consultants receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subrecipient, subcontractor, contractor, or consultant becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subrecipient, subcontractor, contractor, or consultant for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; (5) making it a requirement that each employee engaged in the performance of the contract be given a copy of the statement required in subparagraph (A); and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement;

and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Grantee further affirms that:

A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.

C. The Grantee has required and shall require their subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this grant agreement for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**13. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. If the federal funding source makes a determination that grant funds are no longer appropriated or available, this Grant Agreement shall be cancelled, and the State has no further obligations under this Grant Agreement.

The funding for this Grant is administered by the Indiana Criminal Justice Institute on behalf of the United States Government. To continue program activities designed to maintain public safety services, the Indiana Criminal Justice Institute has determined that it will proceed with this Grant. The Indiana Criminal Justice Institute anticipates that new grant guidance may be issued in 2025 to reflect the United States Government's revised policies and priorities. New guidance could impact terms and conditions and the availability of funding for any grants that are executed from

the federal funding sources. The Indiana Criminal Justice Institute will share new grant conditions, guidance, and requirements with all grantees as they become available. In some instances, executed grant contracts may be revised or cancelled. If the Grant is cancelled pursuant to these revised policies, priorities, or guidance, the State will have no further obligations under this Grant Agreement.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act,

A. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Grant, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee, a Subgrantee, or any Contractor, or Subcontractor.

B. The Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI) that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Grantee's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Grant, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee, a Subgrantee, or any Contractor, or Subcontractor.

C. The Grantee further covenants that it will comply with all federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), and 49 CFR part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601);

3. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.);
6. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
7. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189);
8. During the performance of this Grant, the Grantee agrees—
  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
  - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA;
  - d. That, in event a Grantee/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Grantee/funding recipient under the contract until the Grantee/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
  - e. To insert this clause, including paragraphs a through d, in every subcontract and in every solicitation for a subcontract that receives Federal funds under this program.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:  
Indiana Criminal Justice Institute  
Attn: Karrie Cashdollar, Grant Manager  
402 W. Washington Street, Room W469  
Indianapolis, IN 46204  
E-mail: [kcashdollar@cji.in.gov](mailto:kcashdollar@cji.in.gov)
- B. Notices to the Grantee shall be sent to:  
Monroe County Sheriff's Office  
Attn: Ruben Marté, Sheriff  
301 N. College Avenue, Ste 100  
Bloomington, IN 47404  
E-mail: [rmarte@co.monroe.in.uu](mailto:rmarte@co.monroe.in.uu)
- C. Notices to the Fiscal Agent shall be sent to:  
Monroe County Auditor's Office

Attn: Brianna Gregory, Auditor  
100 W. Kirkwood Avenue, Ste 209  
Bloomington, IN 47404  
E-mail: [bgregory@co.monroe.in.us](mailto:bgregory@co.monroe.in.us)

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana State Comptroller.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** If this Grant allows travel reimbursement, the Grantee's travel expenses will be reimbursed at the lesser of actual cost or the current rate being paid by the State. The Grantee's travel expenses can only be reimbursed in accordance with the current State Travel Policies and Procedures. Out-of-state travel requests (unless specified otherwise in an attachment to this Grant Agreement) may be denied unless submitted **at least six (6) weeks** before the scheduled travel date.

**24. Federal and State Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit D** and incorporated fully herein.

**25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other

contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**26. FFATA Reporting: Subawards and Executive Compensation.** The Grantee agrees to comply with all applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA), including the requirement to report first-tier subawards (“subgrants”) of \$25,000 or more and, in certain circumstances, to report the names and total compensation of its five most highly compensated executives. Such data will be submitted to the Federal Funding Accountability and Transparency Act (FFATA) SAM.gov website.

For more guidance on FFATA reporting, refer to the Office of Management and Budget (OMB) Guidance on FFATA Subaward and Executive Compensation Reporting, (<https://sam.gov/fsrs>).

**27. Match Requirement.** If matching funds are required for this grant program, the Grantee is responsible for providing the appropriate amount of match and may be required to repay grant funds if the required match is not met.

**28. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except as follows:

Clause 1: Modified.

Clause 3: Modified.

Clause 6: Modified.

Clause 7: Modified.

Clause 8: Modified.

Clause 9: Modified.

Clause 10: Modified.

Clause 11: Modified.

Clause 12: Modified.

Clause 13: Modified.

Clause 17: Modified.

Clause 23: Modified.

Clause 24: Modified.

Clause 26: Added.

Clause 27: Added.

Clause 28: Renumbered from Clause 26.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

**Monroe County Sheriff's Office**

**Indiana Criminal Justice Institute**

By:

By:

Title:

Title:

Date:

Date:

**Monroe County Auditor's Office**

**Monroe County Commissioners**

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Department of Administration  By: _____ (for) Brandon Clifton, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency  By: _____ (for) Chad Ranney, State Budget Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	<b>APPROVED as to Form and Legality:</b> Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Prepared and reviewed by:

---

Jon McDonald, Attorney No. 27246-49  
Deputy General Counsel  
Indiana Criminal Justice Institute

**EXHIBIT A**

## Problem Statement & Analysis

### 1. Please provide a clear and succinct summary of the problem to be addressed by this program. Your Problem Statement should be no more than one or two sentences.

Major traffic crashes require expert investigation to determine causes, improve road safety, and ensure justice, but current resources are insufficient for comprehensive response and investigation due to a lack of equipment and overtime funds.

### 2. Please document the severity of the problem. Describe how the problem was discovered and the impact the problem has on the community. You must include any data as it is related to the nature of the local problem, compare to the problem statewide, include local trend data, and how the proposed program will assist in meeting community goals.

Monroe County experiences a significant number of major traffic crashes annually. According to Automated Reporting Information Exchange System crash data, the county recorded 45 fatal crashes since 2021: 11 in 2021, 13 in 2022, 11 in 2023, and 10 in 2024. Of these fatal crashes, 62% occurred in unincorporated Monroe County or in the Town of Ellettsville--an average of 7 per year. Additionally, there were a total of 47 serious crashes: 13 in 2021, 11 in 2022, 10 in 2023, and 13 in 2024. For this application, "serious" crashes are defined as those resulting in injuries classified within ARIES as crush injuries, paralysis, severe bleeding, severe burns, or severed limbs. Of these serious identified crashes, the Monroe County Sheriff's Office or the Ellettsville Police Department responded to an average of 5 of them each year during the period in question.

Existing traffic safety efforts are not making an impact in reducing these numbers year in and year out. The relatively consistent occurrence of major crashes underscores the need for a specialized Major Crash Investigation Team to investigate these incidents thoroughly, ensure successful prosecutions when appropriate, identify contributing factors, and recommend preventive measures to reduce future harm.

### 3. How will the proposed program alleviate the stated problem?

The program will establish a multiagency Major Crash Investigation Team equipped and available to respond to all major crashes in Monroe County and the Town of Ellettsville. Overtime funding will ensure 24/7 availability of trained crash reconstructionists, drug recognition experts, and detectives. Monroe County already has trained and qualified law enforcement personnel in all three of these specialties, though as new technologies emerge and innovative traffic strategies are developed it requires special diligence in keeping up with the latest methods. The acquisition of reconstruction software and equipment will enable detailed scene reconstruction to pinpoint crash causes and infrastructure issues, while high-visibility safety gear will protect Team members during roadside operations in all weather conditions. This safety apparel will be clearly marked to identify Team members in order to help spread awareness of the team and its traffic safety efforts. The Team would issue press releases on crashes and utilize social media to raise awareness of the Team's activities, what causes are contributing to major crashes in the community, and what the consequences are for offenders. This comprehensive approach will enhance investigation quality, recommend safety enhancements, and strengthen evidence for prosecutions, addressing the current resource shortfall and reducing crash-related harm both to the public and to responding law enforcement officers.

The Team will consider the following to be major crashes:

- 1) any fatal or catastrophic injury crash
- 2) any crash resulting in a substantial risk of death or serious permanent disfigurement
- 3) crashes resulting in the spillage or leakage of significant amounts of hazardous material which seriously threatens life or property
- 4) select serious bodily injury crashes such as those involving emergency vehicles, school buses, government vehicles, or vehicles being pursued by law enforcement
- 5) unusually complex crashes involving significant public interest when requested by a participating agency

## Goals, Objectives, & Outcomes

**1. Provide the program's goal. The goal should be general, realistic, focused on what we will ultimately achieve, consistent with overall mission/purpose of agency.**

**Hint:** The goal should directly address the problem identified in the Problem Statement.

**Example:** The Indiana Criminal Justice Institute (ICJI) will provide data driven evidence-based/best practice program funding to regions of Indiana with the most financial and programmatic disparities.

To enhance traffic safety and justice in Monroe County by providing expert investigation and analysis of major traffic crashes through a dedicated team of highly-trained expert officers.

**2. Provide objectives that measure progress toward achieving the goal.**

**Hint:** Objectives are the steps needed to achieve goals. Objectives should be concrete, action-oriented, measurable and Specific, Measurable, Achievable, Realistic, Timely (SMART).

**Example:** The ICJI will provide an increase of 30% of victim-related funding to areas possessing less than one shelter per 20 sq. miles.

1. Establish the Major Crash Investigation Team by December 1, 2025, consisting of a team commander/drone operator, crash reconstructionists, drug recognition experts, and detectives.

2. Acquire necessary reconstruction equipment to allow for proper scene documentation and investigation.

3. Purchase all-weather high-visibility clothing for Team members.

4. Respond to and fully investigate 90% of major crashes within the jurisdiction of Monroe County or the Town of Ellettsville during the grant period. No more than two team members are assigned to the same scheduled shift.

5. Share at least one new social media post, or issue one press release, each month of the grant period related to Team activity or traffic safety.

6. Identify and recommend safety improvements to the Monroe County Highway Department, Ellettsville Street Department, and/or Indiana Department of Transportation for at least one road infrastructure issue annually .

**3. Provide at least 1 Outcome for EACH stated objective (outcomes quantitatively measure program impact).**

**Hint:** Outcomes measure objectives and are criteria for how the program is deemed to be effective .

**Example:** During exit interviews/surveys, victims completing our program will report feeling safer and can list five new ways to keep safe.

1. Internal department policies will be drafted to establish policies and procedures for Team utilization in accordance with the major crash definition provided in this application. A team commander, at least two crash reconstructionists, a Drug Recognition Expert, and a detective will all be on-call and available to respond to major crashes by December 1, 2025.

2. Software is purchased, installed, and users are trained by December 1, 2025.

3. All equipment is purchased and issued to Team members by December 1, 2025.

4. Achieve 90% response coverage, measured by comparing the number of crashes responded to against the total number of eligible crashes reported to the Team. Department policies will be in place for Team call-outs. The Team commander will track all requests, determine eligibility, and decide if response is both qualifying according to the definition of "major crash" provided and if Team personnel are available.

5. Achieve a minimum of 12 public communications (social media posts or press releases) by September 30, 2026.

08/26/2025

## Goals, Objectives, & Outcomes

6. Document recommendations submitted to the Monroe County Highway Department, Ellettsville Street Department, and/or Indiana Department of Transportation.

## Program Description

Please provide a detailed description of the full program to be implemented (what, who, where, why, when, and how)

### 1. What? – Describe the nature of the proposed program.

The program establishes a Monroe County Major Crash Investigation Team available to respond to major traffic crashes. The Team will ultimately enhance traffic safety in Monroe County by thoroughly documenting, analyzing, and reconstructing crash scenes; identifying causes; recommending road safety improvements; and, when applicable, gathering as much evidence as possible to present the strongest criminal case forward for prosecution using industry-standard tools and expertise. The Team will be as visible and open as it can be with the public and the media and will attempt to keep the people of Monroe County informed about major traffic safety incidents and the circumstances surrounding them.

In addition to enhancing crash investigations, the Major Crash Investigation Team will implement a robust public education and outreach program to promote traffic safety in Monroe County. The Team will target high-risk groups, such as young drivers, through social media campaigns and press releases, focusing on speed management, impaired driving, distracted driving awareness, motorcycle awareness. Messaging will also detail crash causes and consequences, highlighting the Team's findings and recommended safety measures. The Team will also partner with Ellettsville Police school resource officers to share information on teen driver safety and collaborate with the already-existing public information division of the Sheriff's Office to promote traffic safety messaging based on local crash trends and Team activity. These efforts will complement the Team's investigative work by deterring unsafe behaviors and fostering community support for enforcement initiatives, contributing to the overall goal of reducing crash-related harm.

### 2. Who? – Please specify and describe the target population(s), the parties responsible for implementing/administrating the proposed program, and any partners involved.

Target Population: All individuals involved in or affected by traffic crashes in Monroe County, including victims, families, and the broader community benefiting from safer roads.

Responsible Parties: Every major crash response will include the Team commander/drone operator, two crash reconstructionists, one drug recognition expert, and one detectives. One additional officer may, depending on the nature and complexity of the crash, respond as well at the determination of the Team commander.

Partners: Monroe County Sheriff's Office as the primary coordinating agency, assisted by officers from the Ellettsville Police Department. All law enforcement officers will work closely with the Monroe County Prosecutor's Office and, as necessary, submit recommendations to the Monroe County Highway Department, Ellettsville Street Department, and/or Indiana Department of Transportation. Grant activity will be coordinated with the Indiana Criminal Justice Institute. The MCI Team will establish a media distribution list, as well, as part of the Team's efforts to ensure all activities and enforcement are high-visibility.

### 3. Where? – Describe the location(s) where the program is to be administered as well as the geographical area served.

The program will be administered in Monroe County, with the Team available to respond to all crashes regardless of primary agency jurisdiction. Overtime funds will not be expended outside of Monroe County, however Team resources and equipment will also be made available when practicable to any law enforcement agency requesting mutual aid.

Additionally, by allowing Team members to attend national conferences it is a chance not only for Team members to learn from others but a chance to network and allow them to share information about the Team and the work it does with others in the traffic safety community.

### 4. Why? – Explain the rationale for the selection of the proposed program. Explain how the program will or has been incorporated into the ongoing operations of the agency/organization.

Monroe County faces a persistent challenge with major traffic crashes, placing a significant burden on public safety resources. Current staffing levels for crash investigators are insufficient to provide immediate and comprehensive responses to major crashes, particularly during off-hours such as nights and weekends when many incidents occur. This gap in availability hinders the collection of critical data necessary to understand crash causation and develop effective prevention strategies. Many of these crashes are

impairment-related and, given the current legal environment, many of the typical responding officers lack the necessary specialized knowledge, skills, and ability to gather all evidence necessary to present the strongest case possible for prosecution. Monroe

08/26/2025

## 2026 Traffic Safety Improvement Program (TSIP)

Organization: Monroe County Sheriff's Office

TSIP-2026-00006

Version Date: 08/26/2025 09:14:13

### Program Description

County does have the necessary trained personnel up for this task already, however it lacks the funds to always be able to put the pieces together when it matters most in major crash response situations. The Major Crash Investigation Team will enhance, not replace, existing traffic safety efforts.

**5. When?** – Provide a detailed monthly program timeline for the proposed award period.

October 2025: Finalize Team roster and establish formal interagency agreements, if awarded. Purchase software and all reconstruction and safety equipment.

December 2025: Team fully equipped and operational; begin major crash responses for remainder of grant period.

May 2026: Two Team crash reconstructionists attend IPTM Symposium on Traffic Safety.

August 2026: Two Team Drug Recognition Experts attend IACP Impaired Driving and Traffic Safety Conference.

**6. How?** – List all relevant resources, activities, and methodologies necessary for the implementation of the proposed program.

**Resources:** Overtime funding for personnel, reconstruction software and equipment, high-visibility all-weather safety gear, and travel to nationally renowned training conferences.

**Activities:** Respond to crashes, investigate causes with an emphasis on identifying and documenting impairment, conduct scene reconstructions, compile reports, recommend safety improvements, support prosecutions, and community outreach efforts.

**Methodologies:** Use standard crash investigation protocols, systematic and standardized operating while intoxicated detection and investigation, software-based diagramming, and interagency collaboration for data sharing and case resolution.

08/26/2025

**2026 Traffic Safety Improvement Program (TSIP)**

Organization: Monroe County Sheriff's Office

TSIP-2026-00006

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**Evidence Based/Best Practices**

**1. Is your program evidence-based?**

Yes

No

**2. Identify the evidence-based program or best practice utilized for this program/project. (This should come from an outside source.)**

The Team is all about High-Visibility Enforcement. Whether it be alcohol or drug impaired driving, excessive speed, distracted driving, or something else, all arrests will be announced and the Team's activity will be publicized as offenders are brought to justice. Many major crashes involve pedestrians or unrestrained passengers/children and all violations of law will be strictly enforced. Every crash response will include a certified Drug Recognition Expert (DRE) to aid in the detection of impaired drivers, regardless of the initial impressions of the first responding officers. These DREs will be equipped with portable breath tests and oral fluid tests; one prospective Team member is already a trained law enforcement phlebotomist.

**3. Name the source (website, publication, etc) that identifies the selected model as evidence-based or a best practice.**

All of these practices are identified specifically in NHTSA's "Countermeasures That Work: A Highway Safety Countermeasure Guide For State Highway Safety Offices" document.

([https://www.nhtsa.gov/sites/nhtsa.gov/files/2023-12/countermeasures-that-work-11th-2023-tag\\_0.pdf](https://www.nhtsa.gov/sites/nhtsa.gov/files/2023-12/countermeasures-that-work-11th-2023-tag_0.pdf))

**4. If your program is not evidence-based, why not?**

**EXHIBIT B**

**2026 Traffic Safety Improvement Program (TSIP)**

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**Personnel**

**What type of personnel do you wish to enter?**

- Salaried
- Hourly
- Law Enforcement Pool
- Pool
- Volunteer

**SALARIED**

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Annual Salary</u>	<u>Percentage</u> %	<u>Cost</u>
<b>Personnel Total:</b>						<b>\$0</b>

**HOURLY**

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Employee Type</u>	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Percentage</u> %	<u>Percentage</u>
<b>Personnel Total:</b>							<b>\$0</b>

**LAW ENFORCEMENT POOL**

<u>Name</u>	<u>Fund Type</u>	<u>Total Expenditure</u>	<u>Percentage</u>	<u>Cost</u>
TSIP Personnel	Grant	\$20,000.00	100%	\$20,000.00
Officer Salary	Match	\$6,775.00	100%	\$6,775.00
<b>Personnel Total:</b>				<b>\$26,775.00</b>

**POOL**

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Total Expenditure</u>	<u>Percentage</u> %	<u>Cost</u>
<b>Personnel Total:</b>					<b>\$0</b>

**VOLUNTEER**

<u>Position</u>	<u>Name</u>	<u>Fund Type</u>	<u>Hourly Rate</u>	<u>No. of Hours</u>	<u>Percentage</u> %	<u>Cost</u>
<b>Personnel Total:</b>						<b>\$0</b>

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**Employee Benefits**

<u>Name</u>	<u>Position</u>	<u>Employee Type</u>	<u>Fund Type</u>	<u>Benefit Type</u>	<u>Benefit %</u> %	<u>Cost of Benefit</u>	<u>Cost</u>  \$0
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**Supplies & Operating Expenses**

<u>Supply Item</u>	<u>Fund Type</u>	<u>No. of Units</u>	<u>Price Per Unit Percentage</u>	<u>Cost</u>
			%	
			<b>Supplies Expenses - Total:</b>	<b>\$0</b>

<u>Operating Expense</u>	<u>Fund Type</u>	<u>Amount Percentage</u>	<u>Cost</u>
		%	
		<b>Operating Expenses - Total:</b>	<b>\$0</b>

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**Equipment**

<u>Equipment Item</u>	<u>Fund Type</u>	<u>No. of Units</u>	<u>Purchase/ Lease/Rental</u>	<u>Price Per Item</u>	<u>Percentage</u>	<u>Cost</u>
Software	Grant	1	Purchase	\$12,000.00	80%	\$9,600.00
Software Cash Match	Match	1	Purchase	\$12,000.00	20%	\$2,400.00
Hi-Vis Apparel	Grant	1	Purchase	\$3,000.00	80%	\$2,400.00
Hi-Vis Apparel Cash Match	Match	1	Purchase	\$3,000.00	20%	\$600.00
Mobile Computer	Grant	1	Purchase	\$3,800.00	80%	\$3,040.00
Mobile Computer Match	Match	1	Purchase	\$3,800.00	20%	\$760.00
Drag Sled and Scale	Grant	1	Purchase	\$1,000.00	80%	\$800.00
Drag Sled and Scale Match	Match	1	Purchase	\$1,000.00	20%	\$200.00
Tablet with LiDAR	Grant	1	Purchase	\$1,200.00	80%	\$960.00
Tablet with LiDAR Match	Match	1	Purchase	\$1,200.00	20%	\$240.00
<b>Equipment - Total:</b>						<b>\$21,000.00</b>

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**Travel**

<u>No. of</u> <u>Travels</u>	<u>Purpose</u>	<u>Location</u>	<u>Travel Expense Fund</u> <u>Type</u>	<u>Quan. Per</u> <u>Traveler</u>	<u>Cost Per Day, Percentage</u> <u>Item, or Mile</u>	<u>Cost</u>
2	Travel/Conference	IPTM Symposium on Traffic Safety	Registration Grant Fee	1	\$800.00 100%	\$1,600.00
2	Travel/Conference	IACP Impaired Driving and Traffic Safety Conference	Registration Grant Fee	1	\$600.00 100%	\$1,200.00
2	Travel/Conference	IPTM Symposium on Traffic Safety	Airfare Grant	1	\$450.00 100%	\$900.00
2	Travel/Conference	IACP Impaired Driving and Traffic Safety Conference	Airfare Grant	1	\$450.00 100%	\$900.00
2	Travel/Conference	IPTM Symposium on Traffic Safety	Lodging Grant	3	\$250.00 100%	\$1,500.00
2	Travel/Conference	IACP Impaired Driving and Traffic Safety Conference	Lodging Grant	2	\$250.00 100%	\$1,000.00
<b>Travel (Including Training) - Total:</b>						<b>\$7,100.00</b>

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**Consultants and Contractors**

<u>Name</u>	<u>Service Provided</u>	<u>Fund Type</u>	<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Percentage</u>	<u>Cost</u>
					%	
					<b>Consultant - Total:</b>	<b>\$0</b>

<u>Name/Position</u>	<u>Service Provided</u>	<u>Fund Type</u>	<u>Compensation</u>	<u>Percentage</u>	<u>Cost</u>
				%	
				<b>Contractors - Total:</b>	<b>\$0</b>

Will there be travel expenses for the consultants and contractors? Yes



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**Budget Summary**

**TOTAL BUDGET BY CATEGORY**

<u>Budget Category</u>	<u>Amount</u>
Personnel	\$26,775.00
Employee Benefits	\$0
Travel (Including Training)	\$7,100.00
Equipment	\$21,000.00
Supplies & Operating Expenses	\$0
Consultants and Contractors	\$0
Total	\$54,875.00

**TOTAL BUDGET BY FUND SOURCE**

<u>Fund Source</u>	<u>Amount</u>	<u>Percent</u>
Grant	\$43,900.00	80.00%
Match	\$10,975.00	20.00%
Total	\$54,875.00	100.00%

**PROGRAM INCOME**

Program Income	
Approved Award Amount:	\$43,900.00
Program/Grant Manager:	Karrie Cashdollar (PGM)

**EXHIBIT C**  
**FEDERAL FUNDING SOURCES**

<u>Federal Program</u>	<u>ALN # formerly CFDA #</u>	<u>Funding Section</u>	<u>Grantee</u>	<u>Grant Amount</u>
National Priority Safety Program	20.616	405C	Monroe County Sheriff's Office	\$43,900.00

## EXHIBIT D

## **SPECIAL CONDITIONS**

### **GENERAL REQUIREMENTS**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient **shall** comply with applicable statutes and regulations, including but not limited to the conditions outlined in this exhibit:

- (1) 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended;
- (2) Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58;
- (3) 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs;
- (4) 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (5) 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **COMPLIANCE WITH FEDERAL LAWS**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient shall comply with all applicable federal laws, rules, regulations, and all provisions required thereby to be included herein are hereby incorporated by reference.

### **EXECUTIVE ORDERS**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient shall comply with all applicable Executive Orders which can be found at <https://www.federalregister.gov/presidential-documents/executive-orders> and <https://www.whitehouse.gov/presidential-actions/>.

### **NONDISCRIMINATION**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient **shall** comply with all applicable Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324, *et seq.*);
- **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189), and 49 CFR parts 37 and 38;
- **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended;

- **Federal Aviation Administration’s Non-discrimination Statute** (49 USC § 47123).

The preceding statutory and regulator cites hereinafter are referred to as the “Acts” and “Regulations” respectively.

### **GENERAL ASSURANCES**

Pursuant to DOT Order 1050.2A, and in accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **SPECIFIC ASSURANCES**

More specifically, and without limiting the above general Assurances, the Recipient, Subrecipient, Contractor, Grantee, Subcontractor, Subgrantee, transferees, and or assignees agrees with and gives the following Assurances with respect to its Federally assisted Grant awarded and administered by the Indiana Criminal Justice Institute:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all programs that are supported by the Grant Agreement funding and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The (name of Recipient), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the nondiscrimination clauses of the Appendix A and E of this Assurance and (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interests therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

### **POLITICAL ACTIVITY (HATCH ACT)**

The Contractor, Grantee, Subcontractor, or Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

### **CERTIFICATION REGARDING FEDERAL LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor, Grantee, or Subrecipient certifies, to the best of its knowledge and belief, that:

1. No Federal appointed funds have been paid or will be paid, by or on behalf of the Contractor, Grantee, or Subrecipient, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor, Grantee, or Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor, Grantee, or Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communication with State or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

The Contractor, Grantee, Subcontractor, or Subrecipient certifies by entering into this Grant Agreement that within a three (3) year period preceding this Grant Agreement neither it nor its principals have not been convicted of or had a civil judgment rendered against them, or are under indictment or otherwise criminally or civilly charged, for the commission of fraud or a criminal offense in obtaining, attempting to obtain, or performing a public (federal state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property; has not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- (1) By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, a Contractor, Grantee, or Subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactorily quality or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State, a Contractor, Grantee, or Subrecipient must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**SECTION 402 REQUIREMENTS**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

**MEDIA COORDINATION**

The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient agrees that the Recipient, Contractor, Grantee, Subcontractor, or Subrecipient is acting as an accepting agency, and as a representative of its political subdivision. The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient therefore requests the benefit of the Indiana Criminal Justice Institutes' media program activities to aid high visibility enforcement campaign activities to improve driver behavior. These activities will include local jurisdictions and will be coordinated statewide. By signing this agreement, the Contractor, Grantee, Subcontractor, or Subrecipient signifies their acceptance and understanding that coordinating resources with the Indiana Criminal Justice Institutes' media program activities benefits the political subdivision and approves the participation of the Contractor, Grantee, Subcontractor, or Subrecipient within their jurisdiction.

**CERTIFICATION ON CONFLICT OF INTEREST**

General Requirements

No employee, officer or agent of a State, a Recipient, a Contractor, a Subcontractor, a Grantee, or a Subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in

connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient shall maintain a written code of standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The Recipient, Contractor, Grantee, Subcontractor, or Subrecipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

## **DISCLOSURE REQUIREMENTS**

No State or its Recipient, Grantee, Contractor, Subcontractor, or Subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based upon this policy:

1. The Recipient, Grantee, Contractor, Subcontractor, or Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA and the Indiana Criminal Justice Institute. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the awards, or (b) determine that it is otherwise in the best interest of NHSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA, or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking any action under an award where the decision or action can have an economic impact on the interests of a regulated or affected organization.

## **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee, Contractor, or Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, returned, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and the others traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## **CONTRACTOR REQUIREMENTS**

During the performance of this contract, the Recipient, Contractor, Grantee, Subcontractor, or Subrecipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, National Highway Traffic Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Criminal Justice Institute or the National Highway Traffic Safety Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Indiana Criminal Justice Institute or the National Highway Traffic Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Indiana Criminal Justice Institute will impose such contract sanctions as it or the National Highway Traffic Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Indiana Criminal Justice Institute or the National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Indiana Criminal Justice Institute to enter into any litigation to protect the interests of the Indiana Criminal Justice Institute. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## EXHIBIT E

### Annual Financial Report for Non-governmental Entities

#### Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
2. A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpgtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs)
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

**MONROE COUNTY SHERIFF'S OFFICE**

**Indiana Criminal Justice Institute Traffic Safety Grant Sub-Recipient Monitoring Policy**

**Original Date of Issuance: November 18, 2025**

**Current Effective Date: November 18, 2025**

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As the fiscal agent of the Traffic Safety Grant funds awarded through the Indiana Criminal Justice Institute to the Monroe County Sheriff's Office, the Monroe County Sheriff's Office is responsible for monitoring the activities of sub-recipients during the program period to provide reasonable assurance that the sub-recipient has administered the pass-through funding in compliance with the laws, regulations, and the provisions of the award, and that the required performance goals are being achieved.

**Subaward Process Policies and Procedures**

Application for this award occurs on an annual basis. All grant application materials should be coordinated and submitted by the deadline imposed by the Indiana Criminal Justice Institute. Application requirements and procedures can be found in the Local Solicitation released annually at: <https://bja.ojp.gov/program/jag/overview>

**Pre-Award**

The Monroe County Sheriff's Office is responsible for ensuring that each sub-recipient has not been suspended or debarred from receiving federal funds. Each disparate agency receiving federal funds is responsible for ensuring that contractors and vendors who have been suspended or debarred from receiving federal award funds are not utilized in the procurement of equipment, supplies, or services related to federal grant award funds.

The procedures to ensure that a sub-recipient, contractor, or vendor has not been suspended or debarred from receiving federal funds shall include:

- Prior to selecting a contractor or vendor, the Exclusion Data records on [Sam.go](#) shall be searched to determine if a vendor or contractor has been suspended or debarred from receiving federal award funds.
- Any contractor or vendor listed to be suspended or debarred will be disqualified from use in the procurement or equipment, supplies, or services related to federal grant award funds.

**Financial Reporting:** The Traffic Safety Grant requires quarterly financial reporting during the duration of the budget period. These financial reports must include any financial action taken by all agencies. Town must report any financial activities to the Monroe County Sheriff's Office by completing and submitting the *Traffic Safety Grant Quarterly Financial Report* for each quarter

by **January 10, April 10, July 10, and October 10**. When any grant activity has occurred in the previous quarter, each agency must include the appropriate supporting documentation which may include invoices for items purchased or services rendered. Quarterly financial reports will be submitted by the Monroe County Sheriff’s Office by **January 30, April 30, July 30, and October 30**.

The Monroe County Sheriff’s Office will initiate reimbursement to Town for all submitted allowable and authorized reimbursable costs in a timely manner.

**Performance Reporting:** The Traffic Safety Grant requires quarterly performance reporting during the duration of the performance period. These performance reports must include performance reporting for all agencies. Monroe County Sheriff’s Office shall submit the quarterly report outlining all activities by the Major Crash Investigation team.

**Risk Assessment**

In determining the level of monitoring appropriate to meet the sub-recipient monitoring responsibilities of a pass-through entity, the Monroe County Sheriff’s Office should evaluate the sub-recipient's risk of non-compliance with Federal statutes, regulations and terms and conditions of the subaward for purposes of determining the appropriate monitoring. At the time of award, the *Traffic Safety Grant Sub-Recipient Risk Assessment* will be completed by the Monroe County Sheriff’s Office for Town and will include:

General Assessment	Legal Assessment	Financial Assessment
<ul style="list-style-type: none"> <li>• Award amount</li> <li>• Matching funds</li> <li>• New sub-recipient</li> <li>• Budget modification requests</li> </ul>	<ul style="list-style-type: none"> <li>• Past suspension or debarment</li> <li>• Federal debt owed</li> </ul>	<ul style="list-style-type: none"> <li>• Delinquent reports</li> <li>• Recent audit opinion</li> <li>• Received financial reviews from other agencies</li> </ul>

The sub-recipient will be monitored based on the risk level determined by the assessment.

Monitoring Plan for Sub-Recipients	
All	Quarterly contact with sub-recipient on progress and barriers
Low	Site visit once per year
Med	Site visit twice per year

High	Site visit quarterly
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At the time of each site visit, the Monroe County Sheriff’s Office will meet with a representative of Town to review any applicable financial, administrative, and programmatic elements. The visit will be documented on the *Traffic Safety Grant Sub-Recipient Site Visit* form. Any issues identified during the site visit should be followed-up upon in a timely manner as appropriate.

The level of monitoring may vary; some of the factors to be considered in determining the nature, timing, and extent of monitoring are as follows:

- Sub-recipient's prior experience with the same or similar subawards;
- Results of previous audits;
- Whether the sub-recipient has new personnel or a new or substantially changed system;
- The extent and results of Federal awarding agency monitoring.

The procedures for sub-recipient monitoring shall include:

- Reviewing financial and program performance reports submitted by the sub-recipient;
- Following-up and ensuring that the sub-recipient takes action to address identified deficiencies;
- Conducting audits in compliance with 2 C.F.R. 200.521 required when a sub-recipient has been awarded federal funds totaling more than \$750,000 during the fiscal year.
- When applicable, issuing a management decision for audit findings pertaining to the award.

**Audits:** An audit in compliance with 2 C.F.R. 200.521 is required when a sub-recipient has been awarded federal funds totaling more than \$750,000 during the fiscal year. When applicable, the Monroe County Sheriff’s Office will meet with the disparate agency to conduct the audit and issue a management decision on the audit findings within six months. The Monroe County Sheriff’s Office will maintain contact with the disparate agency to ensure that any necessary actions are taken in a timely manner.

**Closeout:** The Monroe County Sheriff’s Office will initiate closeout of the award when all grant funds have been expended, or upon expiration of the grant period. Any funds that have not been obligated for the reimbursement of authorized, allowable expenses at the time of closeout will be returned to the Department of Justice.

## RESOLUTION 39-2025

### A RESOLUTION TO EXPLORE A REORGANIZATION WITH RICHLAND TOWNSHIP, MONROE COUNTY, INDIANA

WHEREAS, the Town of Ellettsville, Monroe County, Indiana (the “Town”), is a political subdivision existing under the provisions of Ind. Code § 36-4-1, et seq.;

WHEREAS, the Ellettsville Town Council (the “Council”) is the fiscal body of the Town that oversees the operations of the Town’s business within its jurisdictional boundaries;

WHEREAS, the jurisdictional boundaries of the Town are currently bordered by Richland Township, Monroe County (the “Township”) to the north, east, west, and south;

WHEREAS, the Town and the Township are separate and distinct governmental bodies; however, residents of the Town and Township live as one community;

WHEREAS, both the Town and the Township recognize that their shared community is now a targeted destination for economic growth and development as a result of I-69;

WHEREAS, both the Town and the Township understand and appreciate the opportunity to be part of the economic growth and development and ensure that their residents continue to be part of the same community, decision-making, and overall sustainability;

WHEREAS, to ensure this occurs, on October \_\_\_\_, 2025, the Township adopted Resolution 2025-\_\_\_, (Exhibit A) agreeing to explore a reorganization with the Town;

WHEREAS, the Town also desires to explore a reorganization with the Township, to at least some degree, to formally determine whether this is in the best interests of the community;

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

1. This Council hereby proposes that the Town of Ellettsville explore a reorganization with Richland Township, Monroe County, Indiana.
2. This Council directs the Ellettsville Clerk-Treasurer to certify this Resolution and send it to the Richland Township, Monroe County Trustee pursuant to Indiana Code § 36-1.5-4-13(b).
3. This Resolution shall be in effect immediately.

ADOPTED BY THE ELLETTSVILLE TOWN COUNCIL, MONROE COUNTY,  
INDIANA, THIS \_\_\_\_ DAY OF OCTOBER, 2025.

**ELLETTSVILLE TOWN COUNCIL**

FOR:

AGAINST:

_____	Scott Oldham	_____
_____	Dan Swafford	_____
_____	Pamela Samples	_____
_____	Trevor Sager	_____
_____	William Ellis	_____

Attest:

\_\_\_\_\_  
Noelle Conyer  
Ellettsville Clerk-Treasurer

(Seal)



**RESOLUTION 40-2025**

**TO ADOPT A RESOLUTION APPROVING A FISCAL PLAN  
For the Larry Neidigh Annexation**

**Address: 8640 W. Flatwoods Road  
Gosport, Indiana 47433  
Parcel Number: 53-03-32-300-004.000-001**

**WHEREAS,** the Town of Ellettsville desires to annex one parcel consisting of approximately 73.286 acres of land into the Town of Ellettsville, which is more specifically described in Ordinance 2025-28, a copy of which is attached hereto as Exhibit A and made a part hereof; and

**WHEREAS,** responsible planning and state law require adoption of a fiscal plan and a policy for the provision of Town services to the annexed area; and

**WHEREAS,** such a plan has been developed and presented to the Town Council, titled “The Neidigh Annexation Fiscal Plan.”

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

1. The Town Council of the Town of Ellettsville, Monroe County, Indiana, hereby approves and adopts the Neidigh Fiscal Plan, which plan is attached hereto as Exhibit B and made a part hereof and hereby approves and adopts the specific policies for implementation of the plan as set forth therein, and establishes a definite policy to provide services in accordance with said plan.
2. Any monies necessary for the provision of services as described and itemized in the attached plan shall be budgeted and appropriated from the applicable fund, pursuant to state law and the Town’s budget procedure.
3. It is anticipated that this annexation will not result in the elimination of jobs for employees of other governmental entities.

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 24<sup>th</sup> day of November, 2025.

**ELLETTSVILLE TOWN COUNCIL**

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Scott Oldham, President

**Attest:**

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Noelle Conyer, Clerk/Treasurer

# Ordinance 2025-26

## Fixing of the Salaries for Budget Year 2026

This Ordinance is for the purpose of setting the salaries of the employees and elected officials of the Town of Ellettsville for the General, Motor Vehicle Highway, Parks, LIT Public Safety, LIT Economic Development, Storm Water, Water and Waste Water Funds for the Budget Year 2026. (December 22, 2025 through December 21, 2026)

THEREFORE, BE IT ORDAINED by the Town Council of the Town of Ellettsville, Monroe County, Indiana, that the following salaries be established for the said Budget Year 2026

**GENERAL FUND - ADMINISTRATIVE**

			hourly		biweekly
101	Council President				\$ 521.96
	Town Council (4)				\$ 481.49
102	Clerk-Treasurer				\$ 3,655.31
	The Clerk-Treasurer's total compensation shall also include insurance and retirement as offered to employees of the Town				
103	First Deputy Clerk-Treasurer	from	\$ 25.00	\$ 2,000.00	
		to	\$ 31.13	\$ 2,490.40	
110	Deputy Clerk-Treasurer A/P	from	\$ 25.00	\$ 2,000.00	
		to	\$ 31.13	\$ 2,490.40	
	Town Administrator	from		\$ 2,115.38	
	<i>Exempt Position</i>	to		\$ 3,789.47	
	Part-time Accounting Assistant	from	\$ 20.00		
		to	\$ 40.00		

**GENERAL FUND - PLANNING**

112	Director of Planning Services	from		\$ 3,269.23	
	<i>Exempt Position</i>	to		\$ 3,568.88	
112.01	Assistant Planner	from	\$ 30.01	\$ 2,400.88	
		to	\$ 31.51	\$ 2,520.93	
112.02	Planning Tech/Utilities Billing Clerk	from	\$ 20.00	\$ 2,168.04	
		to	\$ 28.50	\$ 2,280.00	
119	Part-Time Planning Tech	from	\$ 16.00		
		to	\$ 28.81		

**Overtime for non exempt 40 hours a week employees:**

Any authorized work in excess of (40) hours in a payroll week shall be compensated at a rate of one and one half (1.5) times the regular rate, except where expressly agreed otherwise. For the purpose of overtime compensation, overtime will be defined as work outside the employees normal scheduled workday. Sunday will be paid at the rate of 2.0 times the normal rate of pay. All overtime must be authorized by a responsible supervisor. Part-Time employees who work in excess of (40) hours in a payroll week shall be compensated at a rate of one and one half (1.5) times the regular rate, except where expressly agreed otherwise.

**Board Compensation**

114	Board Members	\$ 100.00	**	per meeting attended
117	Plan Commission Members	\$ 100.00	**	per meeting attended
117.01	Board of Zoning Appeals Members	\$ 100.00	**	per meeting attended
118	Redevelopment Commission	\$ 100.00	**	per meeting attended

Compensation paid annually in December

\*\* Town Council Members who serve on the any Commission or Board will NOT receive monetary compensation.\*\*

**Annual Certification Pay**

\$250.00 per certification will be added to the pay

Resolution 28-2025

**PARK AND RECREATION FUND**

108	Part-Time Park Director	from	\$ 22.50		
		to	\$ 25.00		
114	Parks Board Members		\$ 100.00	Ordinance 2026	per meeting attended

**Fire Department**

			<b>hourly</b>		<b>biweekly pay</b>	<b>Yearly</b>
104	Fire Chief	from		\$		3,563.43
	<i>Exempt Position</i>	to		\$		4,143.27
104	Deputy Fire Chief	from	\$ 39.78	\$		3,182.69
		to	\$ 46.98	\$		3,758.65
104	Assistant Chief	from	\$ 26.76	\$		2,989.42
		to	\$ 39.77	\$		3,181.73
104	Captain	from	\$ 25.57	\$		2,855.77
		to	\$ 36.41	\$		2,912.50
104	Lieutenant	from	\$ 23.32	\$		2,604.81
		to	\$ 25.04	\$		2,673.08
104	Sergeant	from	\$ 23.32	\$		2,604.81
		to	\$ 24.18	\$		2,700.96
104	Firemen	from	\$ 23.32	\$		2,604.81
		to	\$ 24.10	\$		2,692.31
104	Fireman First Class Certified					\$ 72,000.00
119	Fire Marshal	from	\$ 32.56	\$		2,604.81
		to	\$ 34.96	\$		2,797.12
	Deputy Fire Marshal	from	\$ 32.56	\$		2,604.81
		to	\$ 33.76	\$		2,700.96
110	Administrative Assistant	from	\$ 25.00	\$		2,000.00
		to	\$ 31.13	\$		2,490.40
106	Part-time Fire/ First Responder	from	\$ 14.75			
		to	\$ 20.00			

**Annual Certification Pay**

\$250.00 per certification will be added to the biweekly pay

**Overtime for non exempt 40 hours a week employees:**

Any authorized work in excess of (40) hours in a payroll week shall be compensated at a rate of one and one half (1.5) times the regular rate, except where expressly agreed otherwise. For the purpose of overtime compensation, overtime will be defined as work outside the employees normal scheduled workday. Sunday will be paid at the rate of 2.0 times the normal rate of pay. All overtime must be authorized by a responsible supervisor. Part-Time employees who work in excess of (40) hours in a payroll week shall be compensated at a rate of one and one half (1.5) times the regular rate, except where expressly agreed otherwise.

116 **Full-time Firemen Overtime:** Individual overtime amounts determined by the Fair Labor Standards Act are calculated on a 14-day work cycle for hours worked above 106. In addition, they will be paid straight time for hours worked in excess of their normal scheduled work hours, but less than 106.

106 **Part-time Firemen Overtime:** Individual overtime amounts determined by the Fair Labor Standards Act are calculated on a 14-day work cycle for hours worked above 106.

**Police Department**

			<b>hourly</b>	<b>biweekly</b>	<b>Yearly</b>
				<b>pay</b>	
107	Marshal	from		\$ 3,438.43	
	<i>Exempt Position</i>	to		\$ 3,807.69	
107	Executive Chief Deputy	from	\$ 35.63	\$ 2,850.65	
	Marshal	to	\$ 40.87	\$ 3,269.23	
107	Administrative Chief Deputy	from	\$ 35.91	\$ 2,769.23	
	Marshal	to	\$ 40.83	\$ 3,148.73	
107	High Tech Crimes Unit Director		\$ 40.87	\$ 3,269.24	
	<i>Exempt Position</i>				
107	Captain	from	\$ 35.91	\$ 2,769.23	
		to	\$ 39.64	\$ 3,056.65	
107	Lieutenant	from	\$ 33.65	\$ 2,692.31	
		to	\$ 36.77	\$ 2,941.27	
107	Sergeant	from	\$ 34.04	\$ 2,624.92	
		to	\$ 36.80	\$ 2,837.53	
107	Deputy Marshal	from	\$ 33.92	\$ 2,615.38	
		to	\$ 34.91	\$ 2,692.31	
107	School Resource Officer,	from	\$ 32.81	\$ 2,624.92	
	Sergeant	to	\$ 35.47	\$ 2,837.53	
107	School Resource Officer	from	\$ 31.49	\$ 2,519.15	
			\$ 32.81	\$ 2,624.92	
107	Police Officer First Class Certified				\$ 72,000.00
109	Police Officer - Part-time &	from	\$ 10.00		
	HTCU Interns	to	\$ 25.00		
110	Administrative Assistant	from	\$ 26.44	\$ 2,115.38	
		to	\$ 31.13	\$ 2,490.40	

**Annual Certification Pay**

\$250.00 per certification will be added to the biweekly pay

**Overtime for non exempt 40 hours a week employees:**

Any authorized work in excess of (40) hours in a payroll week shall be compensated at a rate of one and one half (1.5) times the regular rate, except where expressly agreed otherwise. For the purpose of overtime compensation, overtime will be defined as work outside the employees normal scheduled workday. Sunday will be paid at the rate of 2.0 times the normal rate of pay. All overtime must be authorized by a responsible supervisor. Part-Time employees who work in excess of (40) hours in a payroll week shall be compensated at a rate of one and one half (1.5) times the regular rate, except where expressly agreed otherwise.

116 **Full-time Marshal and Deputy Marshals Overtime:** Individual overtime amounts determined by the Fair Labor Standards Act are calculated on a 14-day work cycle for hours worked above 86. In addition, they will be paid straight time for hours worked in excess of their normal scheduled work hours, but less than 86 hours.

109 **Part-time Deputy Marshals Overtime:** Individual overtime amounts determined by the Fair Labor Standards Act are calculated on a 14-day work cycle for hours worked above 86.

**Grant Patrol as available OPO, OWI & Traffic Crash**

**To be paid at the Officer's Double Rate (2.0 times the hourly rate of pay)**

**DEPARTMENT OF PUBLIC WORKS**

		hourly	biweekly
Office Manager	from	\$ 27.40	\$ 2,192.31
	to	\$ 32.21	\$ 2,575.94
Billing Clerk	from	\$ 25.00	\$ 2,000.00
	to	\$ 30.29	\$ 2,423.08
Part-time Billing Clerk	from	\$ 20.00	
	to	\$ 28.81	
<b>Department of Public Work Director</b>	from		\$ 3,250.00
<i>Exempt Position</i>	to		\$ 3,578.50
Water Superintendent	from	\$ 36.06	\$ 2,884.62
	to	\$ 38.51	\$ 3,081.15
Foreman	from	\$ 32.69	\$ 2,615.38
	to	\$ 36.44	\$ 2,914.81
Fleet Manager	from	\$ 31.25	\$ 2,500.00
	to	\$ 34.86	\$ 2,770.00
Motor Equipment One	from	\$ 30.14	\$ 2,411.54
	to	\$ 32.69	\$ 2,615.38
Lineman	from	\$ 31.14	\$ 2,491.58
	to	\$ 33.65	\$ 2,692.31
Meter Serviceman	from	\$ 30.14	\$ 2,411.58
	to	\$ 31.65	\$ 2,532.31
Laborer I & DPW Stormwater position	from	\$ 30.14	\$ 2,411.58
	to	\$ 31.66	\$ 2,532.69
Laborer II	from	\$ 24.52	\$ 1,961.54
	to	\$ 26.44	\$ 2,115.38
Temporary Full-time Laborer I	from	\$ 25.50	\$ 2,040.00
	to	\$ 30.50	\$ 2,440.00
Temporary Full-time Laborer II	from	\$ 15.00	\$ 1,200.00
	to		\$ 2,050.00
Part-time	from	\$14.00	
	to	\$25.50	

MS4 Operator: Designated Employee - additional 2.00 per hour

**Overtime in Department of Public Works:** Includes MVH & Utilities

Any authorized work in excess of forty (40) hours in a payroll week shall be compensated one half (1.5) times the regular rate, except where expressly agreed otherwise. For the compensation, overtime will be defined as work outside the employees normal schedule will be paid at the rate of 2.0 times the normal rate of pay. All overtime must be authorized by a supervisor. Employees will be paid a minimum of 2 hours for after hours call outs. Part-time work in excess of (40) hours in a payroll day shall be compensated at a rate of one and a half times the regular rate, except where expressly agreed otherwise. On-Call pay will be calculated based on salary to calculate the overtime rate when On-Call pay is received.

On-Call pay for the Utility Department	\$ 147.00	weekly	Water
Street Department and Stormwater	\$ 147.00	weekly	Sewer

**Annual Certification Pay** \$250.00 per certification will be added to the

**PLEASE NOTE:**

When part-time help is needed in any department, qualified Town employees may fill those part-time positions and will be paid at the wage set for that position in that department. Employees are not to work over 12 continuous hours for the Town, except in the case of an emergency. If, because of an emergency, an employee's supervisor requests the employee to work in another department, in addition to his 40 hours per week work schedule in his own department, the employee will be paid time and a half for the overtime hours. This overtime pay will be paid out of the department having the emergency. Newly hired employees may be paid at a wage lower than the wage listed in the salary ordinance for that particular position.

**LONGEVITY PAYMENTS FOR 2026:**

Full time employees shall receive \$100 in longevity pay after the employee has completed one year of employment, and shall receive an additional \$100 for each year, capped at 20 years of employment with the Town.

Longevity will be paid with the first pay in November.

Longevity pay will be added to the current years pay of the above mentioned employees for the purpose of calculating overtime for 2026.

**HIGH DEDUCTIBLE HEALTH PLAN (HDHP) / HEALTH SAVINGS ACCOUNTS (HSA)**

Employees enrolled in the HDHP: The Town will contribute \$3,000 for a family policy and \$1,500 for an individual policy into the employee's Health Savings Account. Fifty percent will be deposited in January and fifty percent in July.

Adopted this 24th day of November, 2026.

**AYE**

**NAY**

\_\_\_\_\_  
William Ellis, President

\_\_\_\_\_  
Trevor Sager, Vice President

\_\_\_\_\_  
Scott Oldham

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

\_\_\_\_\_  
Dan Swafford

\_\_\_\_\_  
Attested: Noelle M. Conyer, Clerk-Treasurer

**ORDINANCE 2025-28**

**AN ORDINANCE REGARDING THE VOLUNTARY ANNEXATION OF**

**8640 W. Flatwoods Road  
Gosport, Indiana 47433**

**Owner: Larry Neidigh**

**Petitioner: Larry Neidigh**

**BE IT ORDAINED AND ADOPTED** by the Town Council of Ellettsville, Indiana,

**WHEREAS**, the boundary of the Town of Ellettsville, Indiana, is contiguous to the real estate described herein; and

**WHEREAS**, on \_\_\_\_\_, Larry Neidigh filed a Petition for voluntary annexation of approximately 73.286 acres of land located at 8640 W. Flatwoods Road, Gosport, Indiana 47433, requesting voluntary annexation of the area pursuant to Indiana Code § 36-4-3-5.1;

**NOW, THEREFORE, BE IT HEREBY ORDAINED AND ADOPTED BY THE TOWN COUNCIL OF ELLETTSVILLE, MONROE COUNTY, INDIANA**, that:

**Section 1.** The following described land be, and the same is, hereby annexed to and declared a part of the Town of Ellettsville, Indiana, to-wit:

**Address: 8640 W. Flatwoods Road, Gosport, Indiana 47433**

**Parcel Number: 53-03-32-300-004.000-001**

**LEGAL DESCRIPTION-**

Lot Number Three (3) in Flatwoods Subdivision, as shown by the plat thereof recorded in Plat Cabinet C, Envelope 327, and as amended in Plat Cabinet D, Envelope 91, in the office of the Recorder of Monroe County, Indiana.

**Section 2.** **BE IT FURTHER ORDAINED** that the boundaries of the Town of Ellettsville shall be, and the same are, hereby declared to be extended so as to include all of the real estate described above as part of the Town of Ellettsville, Indiana.

**Section 3.** Pursuant to I.C. § 36-4-3-3, the above described territory, which is hereby annexed to and declared a part of the Town of Ellettsville, Indiana, shall be assigned to Council

Ward 1.

**Section 4.** The above described territory, which is to be annexed to and declared a part of the Town of Ellettsville, Indiana, **is to be zoned Agricultural (AG)** upon annexation.

**Section 5.** Pursuant to I.C. § 36-4-3-7(a) and § 36-4-3-7(b), this Ordinance shall be in full force and effect from and after its passage, promulgation, approval by the Town Council, and after final publication in accordance with the law.

**PASSED AND ADOPTED** by the Town Council of the Town of Ellettsville, Monroe County, Indiana, upon this 24<sup>th</sup> day of November, 2025.

**ELLETTSVILLE TOWN COUNCIL**

---

Scott Oldham, President

**Attest:**

---

Noelle Conyer, Clerk/Treasurer

This Ordinance was published in the Herald Times on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Noelle Conyer, Clerk/Treasurer



# *Town of Ellettsville*

## *Department of Planning & Development*

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### **FISCAL PLAN**

#### **Neidigh Annexation**

#### **Project Description**

**Location:** 8640 W. Flatwoods Road

**Size:** +/- 73.286 acres

**Number of Parcels:** 1

**Current Zoning (Monroe County):** Agricultural Residential (AGR)

**Proposed Zoning:** Agricultural (AG)

#### **State Law Requirements**

When pursuing an annexation, a municipality must comply with State law, as established in the statutes at I.C. 36-4-3 et seq., as amended. I.C. 36-4-3-1.5 sets forth the requirements for contiguity:

1. The aggregate external boundaries of the territory sought to be annexed are thirty-nine percent (39%) contiguous to the boundaries of the municipality;

Additionally, Indiana Statute (IC 36-4-3-3.1) requires the Town of Ellettsville, the annexing municipality, to develop and adopt by resolution, a fiscal plan for extension of municipal services to the annexed area.

In the preparation of the annexation fiscal plan, as required by Indiana Code, the Town of Ellettsville has determined and compared the cost of providing non-capital and capital services to the annexation area, with the potential tax revenue generated by the developed parcels. The fiscal plan shall identify the following:

1. The cost estimates for planned services to be furnished to the property to be annexed;
2. The method or methods of financing the planned services;
3. The organization and extension of services;
4. That planned services of a non-capital nature, including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries will be provided within one (1) year after the effective date of annexation;
5. Those services requiring capital improvements, including street construction, sewer facilities, water facilities, and stormwater drainage facilities, will be provided within three (3) years after the effective date of the annexation;
6. The estimated effect on taxpayers in the Town of Ellettsville;
7. The effect of annexation on the Town of Ellettsville finances;
8. The effect of annexation on other political subdivisions and taxpayers that are not part of the annexation; and
9. A list of the property, property owner, parcel identification number and most recent assessed value.

## **Contiguity**

The property to be annexed by the Town of Ellettsville has a total border of 7,282.12 feet and is contiguous along 2,720.29 feet. The total percentage contiguous is 37%, meeting contiguity requirements of Indiana Code and will be zoned Agricultural (AG).

## **Cost of Services Provided by the Town of Ellettsville to the Annexed Property**

This report has been created for the purpose of estimating the potential fiscal impact of new development and annexations to the Town of Ellettsville. It is not intended to serve a specific budgetary purpose, but rather express estimated costs and benefits based on a set of level-of-service related assumptions.

## **Organization and Extension of Services**

The Town of Ellettsville is committed to providing capital and non-capital services to the land proposed for annexation in the same manner as areas currently within Town limits, regardless of similarity. Non-capital services will be provided within one year of the completion of the annexation. Capital improvements, if any, will be provided within three years of the completion of the annexation. Any monetary figures presented here are merely estimates, subject to change. Many variables, including the rate and extent of future development, future property assessments, and fluctuations in the cost of providing various services are expected to have an influence.

### *1. Non-Capital Improvements:*

The Town of Ellettsville Departments of Planning, Utilities, Stormwater, Police, Fire, EMS, Clerk/Treasurer, and Street will assume and retain immediate responsibility. There are little to no actual anticipated costs with the extension of these services and each of these services will be readily available within the one (1) year requirement.

### *2. Capital Improvements:*

Capital improvements are those such as water, sanitary sewer, storm sewer and street maintenance projects that would be required for further development. Each of these utilities are currently located on or near the property and will not require any capital projects. Any new development of the property requiring utilities will be the responsibility of the developer. Other utilities such as natural gas, electric, cable, and telephone services are provided by private companies.

## **Financial Recommendations**

The purpose of this section is to review and discuss the potential revenues for funding the increased costs for providing services to the annexation area.

### 1. Real Property Tax

- a. The net assessed valuations of the parcel as of April 11, 2025, is \$154,500 and will have very little impact on the tax rate throughout town, and little effect on revenue. See 'Effect of Annexation' section for further information.

### 2. Personal Property Tax

- a. There will likely not be personal property taxes associated with development of this parcel.

### 3. Local Income Tax (LIT)

- a. On July 1<sup>st</sup> of each year, the Indiana Department of Revenue certifies a distribution of the Local Income Tax (LIT) for Monroe County. LIT is distributed based upon the

proportionate share of the Town's budget levy in relation to the civil taxing units and school corporations within the county and is dependent on a number of variables including the budget levies of other taxing units in Monroe County and the estimated county income tax collection. The estimated LIT revenues to the Town attributable to the annexation cannot be determined.

4. Water/Sewer
  - a. There are no expected cost increases to the Town to provide these services.

### **Effect of Annexation**

1. Estimated Effect on Taxpayers in Ellettsville
  - a. The estimated tax rate would increase from 0.5673 to 0.5645 in the year 2025 - 2026, and would be expected to remain relatively similar for the next four (4) years.
  - b. The estimated change in tax levy per taxpayer will be minimal. The tax rate drop of 0.056 would amount to approximately \$11.00 per year for a \$200,000 home. The amount over four (4) years would be negligible.
  - c. The annexation will not require any increase in expenditures.
  - d. The annexation of this parcel should have no noticeable effects on service levels.
  - e. The annexation will have minimal to no effect on annual debt service payments.
2. Estimated Effect on Municipal Finances
  - a. The estimated levy increase due to the annexation is \$1,689. Estimated levy increases contributed to this annexation and a constant growth rate of 4.3% over the next four (4) years would be an increase of \$7,060 over this time period compared to the growth rate without annexation.
  - b. Any lowering of the tax levy will result in a slight reduction in the number of properties reaching the tax caps, and increase receivable revenue for the Town.
3. Estimated Effect on Other Political Subdivisions
  - a. There is no outstanding Monroe County debt tied to income taxes to consider.
  - b. The annexation will not be taking possession of any Monroe County infrastructure currently with outstanding debt.
  - c. Richland Township does not currently have an outstanding debt spread.
  - d. The circuit breaker does not come into effect for this annexation.

### **Parcel to be Annexed**

1. Parcel ID No. 53-03-32-300-004.000-001
  - a. Property Owner – Larry Neidigh
  - b. Property Address – 8640 W. Flatwoods Road, Gosport
  - c. Assessed Value (2025) - \$154,500

### **Other Considerations**

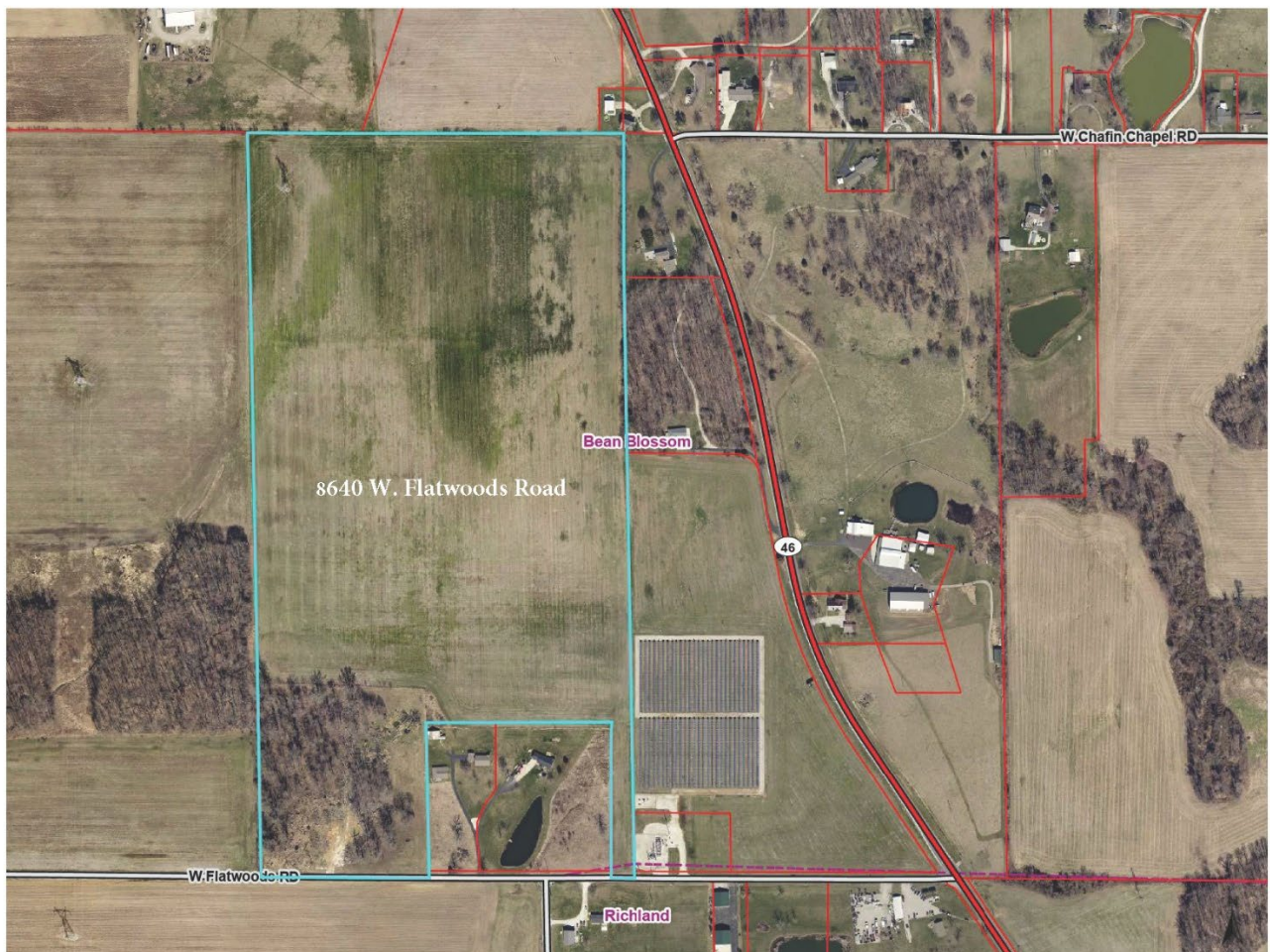
1. The property is currently zoned AGR; Agricultural Residential, by Monroe County and will be designated as AG; Agricultural.
2. The property will be assigned to Council Ward 1.

## **Summary**

The purpose of this annexation is to bring one (1) parcel into the jurisdiction of the Town of Ellettsville. The fiscal plan for this property shows little impact on Town revenue, and the costs associated with this annexation are negligible. Overall, there should be a small, positive effect on Town finances. The effects on taxpayers outside of Ellettsville will be minimal. Therefore, Staff recommends that the Plan Commission send a favorable recommendation to Town Council for annexation with a recommended zoning of C-2; General Commercial.

## **Legal Description**

Lot Number Three (3) in Flatwoods Subdivision, as shown by the plat thereof recorded in Plat Cabinet C, Envelope 327, and as amended in Plat Cabinet D, Envelope 91, in the office of the Recorder of Monroe County, Indiana.



**ORDINANCE 2025-27**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE TO CHANGE THE DEVELOPMENT STANDARDS FOR MINOR AND MAJOR SUBDIVISIONS**

WHEREAS, The Ellettsville Town Council is advised that the Ellettsville Plan Commission held a public hearing on October 2, 2025, following the giving of required notice, on a proposed text amendment to the Unified Development Ordinance pursuant to §36-7-4-602(b)(1); and

WHEREAS, said Plan Commission has given a favorable recommendation for amendments to the text of the Unified Development Ordinance to Change the Development Standards for Minor and Major Subdivisions; and

WHEREAS, the Town Council concurs with the Plan Commission’s recommendation.

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

1. The following revisions are hereby made to Chapter 5.3 “Minor Residential Subdivisions (3 or Fewer Lots) and Chapter 5.4 “Major Residential Subdivisions,” as follows:

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~~.

5.3 MINOR RESIDENTIAL SUBDIVISIONS (~~3~~ **4** OR FEWER LOTS)

A. Minor Residential Subdivision Intent

1. A minor residential subdivision, as defined in Chapter 9.2: definitions, is intended to be an expedited process for subdividing ~~three~~ **four** or fewer lots, including the remnant parcel. Exclusively for single-family residential use that does not involve the opening or creation of new public rights-of-way, public infrastructure, or utility main extensions.

...

B. Minor Residential Subdivision General Standards

1. A subdivision that meets all of the following criteria shall be considered a minor subdivision. If any of the following criteria are not met, it shall be considered a major residential subdivision.

a. Results in the creation of ~~three~~ **four** or less lots (including the remnant or parent parcel).

...

C. Minor Residential Subdivision Development Standards

Minor Residential Subdivision Qualifications and Standards

Number of Parcels 1 to ~~3~~ 4 parcels, including the remnant parcel.

5.4 MAJOR RESIDENTIAL SUBDIVISIONS

...

B. Major Residential Subdivision Development Standards

Minor Residential Subdivision Qualifications and Standards

Number of Parcels ~~4~~ 5 or more parcels, including the remnant, or if the subdivision does not qualify as a minor or exempt subdivision.

2. Chapter 9.2, "Definitions," is hereby amended to change the definition of a Minor Residential Subdivision as follows:

SUBDIVISION, MINOR RESIDENTIAL. Approval granted by the PC in accordance with IC 36-7-4-700 series for a division of a parcel of land for residential development resulting in ~~three~~ **four** or less, including the parent parcel, does not create any new right-of-way, and does not qualify as an **exempt subdivision**.

3. The diagram of a Minor Residential Subdivision as depicted in Section 5.3 shall be amended as shown on the attached Exhibit 1.

The foregoing Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 24<sup>th</sup> day of November, 2025.

**ELLETTSVILLE TOWN COUNCIL**

\_\_\_\_\_  
Scott Oldham  
President, Ellettsville Town Council

ATTEST:

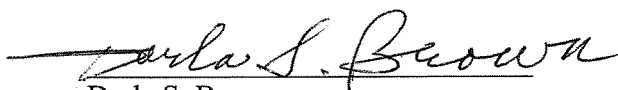
\_\_\_\_\_  
Noelle Conyer, Clerk/Treasurer

**CERTIFICATION OF RECOMMENDATION**

**(INSERT HERE ORIGINAL CERTIFICATION TO COUNCIL)**

## ATTORNEY CERTIFICATION

I, Darla S. Brown, attorney for the Ellettsville Plan Commission, hereby certify that the foregoing is a true and accurate copy of the proposed Unified Development Amendment as approved by the Ellettsville Plan Commission at the close of the public hearing and public meeting held at the Ellettsville Town Hall on November 6, 2025.

A handwritten signature in cursive script that reads "Darla S. Brown". The signature is written in black ink and is positioned above the printed name and title.

Darla S. Brown  
Attorney, Ellettsville Plan Commission

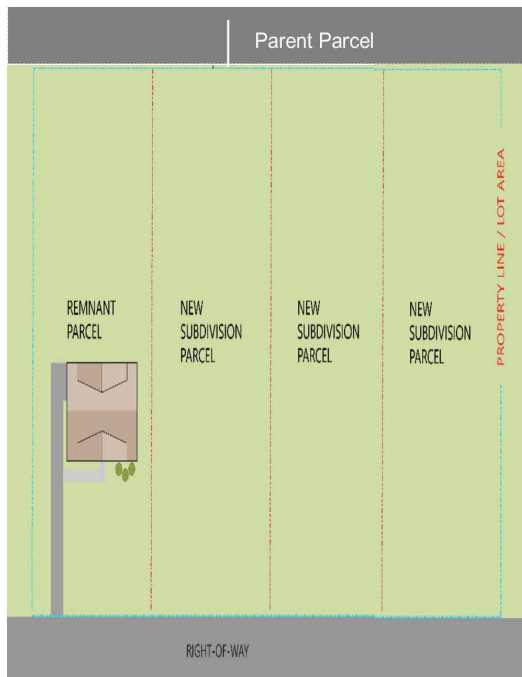
### 5.3 MINOR RESIDENTIAL SUBDIVISIONS (3 OR FEWER LOTS)

**A. Minor Residential Subdivision Intent**

1. A minor residential subdivision, as defined in Chapter 9.2: Definitions, is intended to be an expedited process for subdividing three or fewer lots, including the remnant parcel, exclusively for single-family residential use that does not involve the opening or creation of new public rights-of-way, public infrastructure, or utility main extensions.
2. The layout shall allow for adequate vehicular and pedestrian access and foster connection to adjacent parcels where necessary.

**B. Minor Residential Subdivision General Standards**

1. A subdivision that meets all of the following criteria shall be considered a minor subdivision. If any of the following criteria are not met, it shall be considered a major residential subdivision.
  - a. Results in the creation of three or less lots (including the remnant or parent parcel).
  - b. Does not involve improvements to or new public rights-of-way.
  - c. Conforms to the standards in Chapter 5.3C: Minor Residential Subdivision Development Standards.
  - d. Complies with all other standards of this UDO.
2. A shared driveway may be required by the PC to provide safe access to streets and/or to allow for alternative lot layouts.
3. Parcels may be subdivided through the minor residential subdivision process (minor plat) one time as of the effective date of this UDO. All subsequent requests to subdivide a parcel that is part of a previously approved minor subdivision shall be considered a major subdivision and follow the major platting process and standards.



*Example of Minor Residential Subdivisions*

C. Minor Residential Subdivision Development Standards

MINOR RESIDENTIAL SUBDIVISION QUALIFICATIONS AND STANDARDS	
Number of Parcels	1 to 4 parcels, including the remnant parcel
Permitted Districts	AG, R1, R2, R3 for single-family residential use ONLY
Minimum Open Space for Overall Development	N/A
Access and Public Improvements	<ul style="list-style-type: none"> <li>• No public rights-of-way, public improvements, or utility main extensions are proposed or required</li> <li>• If public rights-of-way are proposed, it shall be considered a Major Residential Subdivision and follow the applicable process</li> </ul>
Sidewalks and Trails	<ul style="list-style-type: none"> <li>• All sidewalks and trails are optional, but if provided shall comply with the Town's design standards</li> <li>• If a proposed trail route is located along a public right-of-way within or abutting the subdivision, the PC may require a trail in place of a sidewalk.</li> <li>• Routine maintenance of sidewalks (such as shoveling snow, cutting cut grass, clearing leaves) is the responsibility of the abutting property owners. Structural maintenance (such as replacement, crack repairs) is the responsibility of the Town</li> </ul>
Development Standards for Individual Lots	All individual lots within the subdivision shall comply with the development standards for the subject zoning district as outlined in Chapter 2: Zoning Districts
Design Standards for Subdivisions	All applicable design standards for the subdivision shall comply with Chapter 6: Subdivision Design Standards

**RESOLUTION 40-2025**

**TO ADOPT A RESOLUTION APPROVING A FISCAL PLAN  
For the Larry Neidigh Annexation**

**Address: 8640 W. Flatwoods Road  
Gosport, Indiana 47433  
Parcel Number: 53-03-32-300-004.000-001**

**WHEREAS,** the Town of Ellettsville desires to annex one parcel consisting of approximately 73.286 acres of land into the Town of Ellettsville, which is more specifically described in Ordinance 2025-28, a copy of which is attached hereto as Exhibit A and made a part hereof; and

**WHEREAS,** responsible planning and state law require adoption of a fiscal plan and a policy for the provision of Town services to the annexed area; and

**WHEREAS,** such a plan has been developed and presented to the Town Council, titled “The Neidigh Annexation Fiscal Plan.”

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

1. The Town Council of the Town of Ellettsville, Monroe County, Indiana, hereby approves and adopts the Neidigh Fiscal Plan, which plan is attached hereto as Exhibit B and made a part hereof and hereby approves and adopts the specific policies for implementation of the plan as set forth therein, and establishes a definite policy to provide services in accordance with said plan.
2. Any monies necessary for the provision of services as described and itemized in the attached plan shall be budgeted and appropriated from the applicable fund, pursuant to state law and the Town’s budget procedure.
3. It is anticipated that this annexation will not result in the elimination of jobs for employees of other governmental entities.

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 24<sup>th</sup> day of November, 2025.

**ELLETTSVILLE TOWN COUNCIL**

---

Scott Oldham, President

**Attest:**

---

Noelle Conyer, Clerk/Treasurer

**ORDINANCE 2025-28**

**AN ORDINANCE REGARDING THE VOLUNTARY ANNEXATION OF**

**8640 W. Flatwoods Road  
Gosport, Indiana 47433**

**Owner: Larry Neidigh**

**Petitioner: Larry Neidigh**

**BE IT ORDAINED AND ADOPTED** by the Town Council of Ellettsville, Indiana,

**WHEREAS**, the boundary of the Town of Ellettsville, Indiana, is contiguous to the real estate described herein; and

**WHEREAS**, on \_\_\_\_\_, Larry Neidigh filed a Petition for voluntary annexation of approximately 73.286 acres of land located at 8640 W. Flatwoods Road, Gosport, Indiana 47433, requesting voluntary annexation of the area pursuant to Indiana Code § 36-4-3-5.1;

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**Section 1.** The following described land be, and the same is, hereby annexed to and declared a part of the Town of Ellettsville, Indiana, to-wit:

**Address: 8640 W. Flatwoods Road, Gosport, Indiana 47433**

**Parcel Number: 53-03-32-300-004.000-001**

**LEGAL DESCRIPTION-**

Lot Number Three (3) in Flatwoods Subdivision, as shown by the plat thereof recorded in Plat Cabinet C, Envelope 327, and as amended in Plat Cabinet D, Envelope 91, in the office of the Recorder of Monroe County, Indiana.

**Section 2.** **BE IT FURTHER ORDAINED** that the boundaries of the Town of Ellettsville shall be, and the same are, hereby declared to be extended so as to include all of the real estate described above as part of the Town of Ellettsville, Indiana.

**Section 3.** Pursuant to I.C. § 36-4-3-3, the above described territory, which is hereby annexed to and declared a part of the Town of Ellettsville, Indiana, shall be assigned to Council

Ward 1.

**Section 4.** The above described territory, which is to be annexed to and declared a part of the Town of Ellettsville, Indiana, **is to be zoned Agricultural (AG)** upon annexation.

**Section 5.** Pursuant to I.C. § 36-4-3-7(a) and § 36-4-3-7(b), this Ordinance shall be in full force and effect from and after its passage, promulgation, approval by the Town Council, and after final publication in accordance with the law.

**PASSED AND ADOPTED** by the Town Council of the Town of Ellettsville, Monroe County, Indiana, upon this 24<sup>th</sup> day of November, 2025.

**ELLETTSVILLE TOWN COUNCIL**

---

Scott Oldham, President

**Attest:**

---

Noelle Conyer, Clerk/Treasurer

This Ordinance was published in the Herald Times on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Noelle Conyer, Clerk/Treasurer



# *Town of Ellettsville*

## *Department of Planning & Development*

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### **FISCAL PLAN**

#### **Neidigh Annexation**

#### **Project Description**

**Location:** 8640 W. Flatwoods Road

**Size:** +/- 73.286 acres

**Number of Parcels:** 1

**Current Zoning (Monroe County):** Agricultural Residential (AGR)

**Proposed Zoning:** Agricultural (AG)

#### **State Law Requirements**

When pursuing an annexation, a municipality must comply with State law, as established in the statutes at I.C. 36-4-3 et seq., as amended. I.C. 36-4-3-1.5 sets forth the requirements for contiguity:

1. The aggregate external boundaries of the territory sought to be annexed are thirty-nine percent (39%) contiguous to the boundaries of the municipality;

Additionally, Indiana Statute (IC 36-4-3-3.1) requires the Town of Ellettsville, the annexing municipality, to develop and adopt by resolution, a fiscal plan for extension of municipal services to the annexed area.

In the preparation of the annexation fiscal plan, as required by Indiana Code, the Town of Ellettsville has determined and compared the cost of providing non-capital and capital services to the annexation area, with the potential tax revenue generated by the developed parcels. The fiscal plan shall identify the following:

1. The cost estimates for planned services to be furnished to the property to be annexed;
2. The method or methods of financing the planned services;
3. The organization and extension of services;
4. That planned services of a non-capital nature, including police protection, fire protection, street and road maintenance, and other non-capital services normally provided within the corporate boundaries will be provided within one (1) year after the effective date of annexation;
5. Those services requiring capital improvements, including street construction, sewer facilities, water facilities, and stormwater drainage facilities, will be provided within three (3) years after the effective date of the annexation;
6. The estimated effect on taxpayers in the Town of Ellettsville;
7. The effect of annexation on the Town of Ellettsville finances;
8. The effect of annexation on other political subdivisions and taxpayers that are not part of the annexation; and
9. A list of the property, property owner, parcel identification number and most recent assessed value.

## **Contiguity**

The property to be annexed by the Town of Ellettsville has a total border of 7,282.12 feet and is contiguous along 2,720.29 feet. The total percentage contiguous is 37%, meeting contiguity requirements of Indiana Code and will be zoned Agricultural (AG).

## **Cost of Services Provided by the Town of Ellettsville to the Annexed Property**

This report has been created for the purpose of estimating the potential fiscal impact of new development and annexations to the Town of Ellettsville. It is not intended to serve a specific budgetary purpose, but rather express estimated costs and benefits based on a set of level-of-service related assumptions.

## **Organization and Extension of Services**

The Town of Ellettsville is committed to providing capital and non-capital services to the land proposed for annexation in the same manner as areas currently within Town limits, regardless of similarity. Non-capital services will be provided within one year of the completion of the annexation. Capital improvements, if any, will be provided within three years of the completion of the annexation. Any monetary figures presented here are merely estimates, subject to change. Many variables, including the rate and extent of future development, future property assessments, and fluctuations in the cost of providing various services are expected to have an influence.

### *1. Non-Capital Improvements:*

The Town of Ellettsville Departments of Planning, Utilities, Stormwater, Police, Fire, EMS, Clerk/Treasurer, and Street will assume and retain immediate responsibility. There are little to no actual anticipated costs with the extension of these services and each of these services will be readily available within the one (1) year requirement.

### *2. Capital Improvements:*

Capital improvements are those such as water, sanitary sewer, storm sewer and street maintenance projects that would be required for further development. Each of these utilities are currently located on or near the property and will not require any capital projects. Any new development of the property requiring utilities will be the responsibility of the developer. Other utilities such as natural gas, electric, cable, and telephone services are provided by private companies.

## **Financial Recommendations**

The purpose of this section is to review and discuss the potential revenues for funding the increased costs for providing services to the annexation area.

### 1. Real Property Tax

- a. The net assessed valuations of the parcel as of April 11, 2025, is \$154,500 and will have very little impact on the tax rate throughout town, and little effect on revenue. See 'Effect of Annexation' section for further information.

### 2. Personal Property Tax

- a. There will likely not be personal property taxes associated with development of this parcel.

### 3. Local Income Tax (LIT)

- a. On July 1<sup>st</sup> of each year, the Indiana Department of Revenue certifies a distribution of the Local Income Tax (LIT) for Monroe County. LIT is distributed based upon the

proportionate share of the Town's budget levy in relation to the civil taxing units and school corporations within the county and is dependent on a number of variables including the budget levies of other taxing units in Monroe County and the estimated county income tax collection. The estimated LIT revenues to the Town attributable to the annexation cannot be determined.

4. Water/Sewer
  - a. There are no expected cost increases to the Town to provide these services.

### **Effect of Annexation**

1. Estimated Effect on Taxpayers in Ellettsville
  - a. The estimated tax rate would increase from 0.5673 to 0.5645 in the year 2025 - 2026, and would be expected to remain relatively similar for the next four (4) years.
  - b. The estimated change in tax levy per taxpayer will be minimal. The tax rate drop of 0.056 would amount to approximately \$11.00 per year for a \$200,000 home. The amount over four (4) years would be negligible.
  - c. The annexation will not require any increase in expenditures.
  - d. The annexation of this parcel should have no noticeable effects on service levels.
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2. Estimated Effect on Municipal Finances
  - a. The estimated levy increase due to the annexation is \$1,689. Estimated levy increases contributed to this annexation and a constant growth rate of 4.3% over the next four (4) years would be an increase of \$7,060 over this time period compared to the growth rate without annexation.
  - b. Any lowering of the tax levy will result in a slight reduction in the number of properties reaching the tax caps, and increase receivable revenue for the Town.
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  - a. There is no outstanding Monroe County debt tied to income taxes to consider.
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  - c. Richland Township does not currently have an outstanding debt spread.
  - d. The circuit breaker does not come into effect for this annexation.

### **Parcel to be Annexed**

1. Parcel ID No. 53-03-32-300-004.000-001
  - a. Property Owner – Larry Neidigh
  - b. Property Address – 8640 W. Flatwoods Road, Gosport
  - c. Assessed Value (2025) - \$154,500

### **Other Considerations**

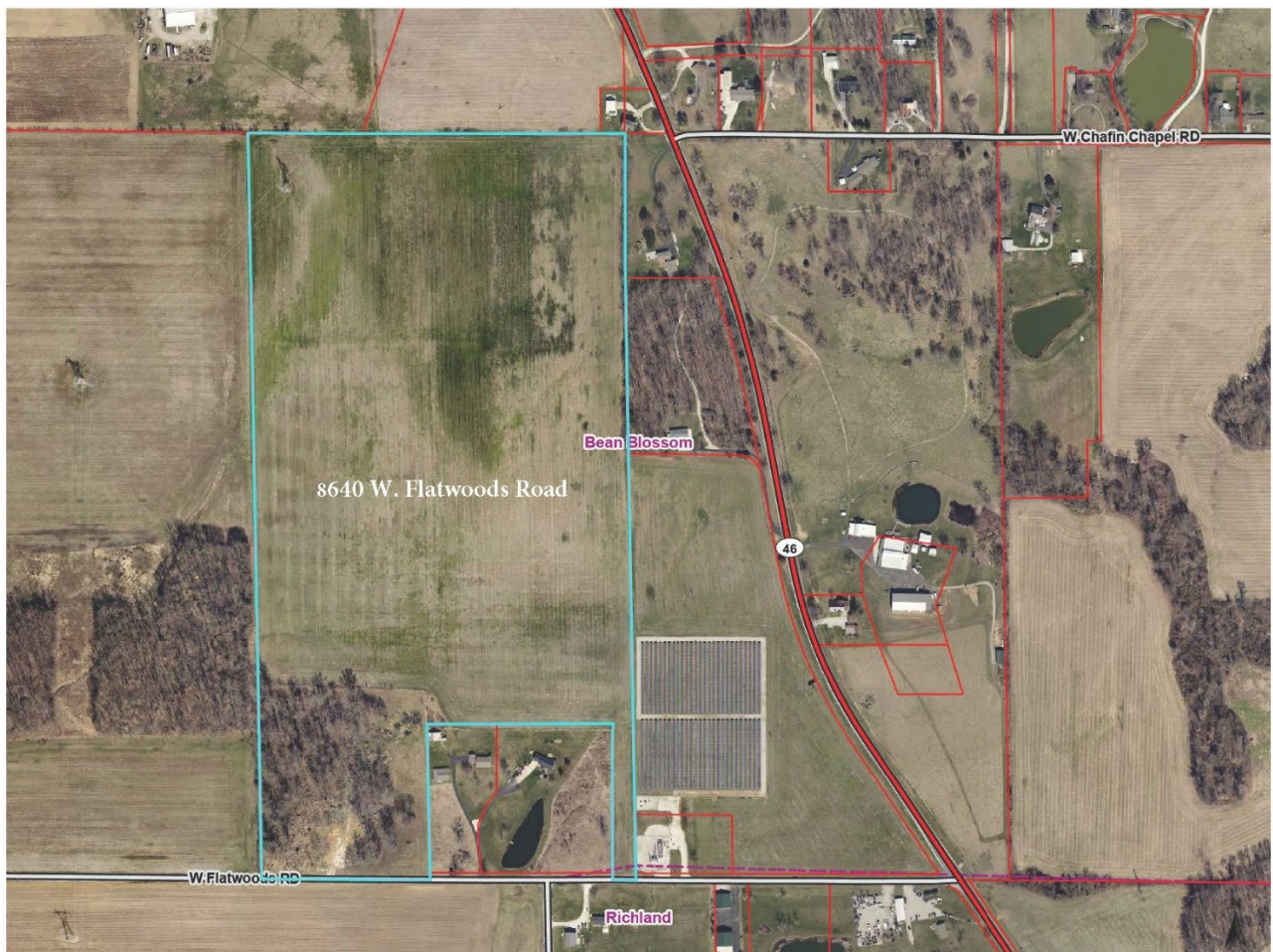
1. The property is currently zoned AGR; Agricultural Residential, by Monroe County and will be designated as AG; Agricultural.
2. The property will be assigned to Council Ward 1.

## **Summary**

The purpose of this annexation is to bring one (1) parcel into the jurisdiction of the Town of Ellettsville. The fiscal plan for this property shows little impact on Town revenue, and the costs associated with this annexation are negligible. Overall, there should be a small, positive effect on Town finances. The effects on taxpayers outside of Ellettsville will be minimal. Therefore, Staff recommends that the Plan Commission send a favorable recommendation to Town Council for annexation with a recommended zoning of C-2; General Commercial.

## **Legal Description**

Lot Number Three (3) in Flatwoods Subdivision, as shown by the plat thereof recorded in Plat Cabinet C, Envelope 327, and as amended in Plat Cabinet D, Envelope 91, in the office of the Recorder of Monroe County, Indiana.



**ORDINANCE 2025-29**

**AN ORDINANCE TO AMEND THE ZONE MAPS**

**To Rezone One Parcel from C-2, Commercial 2, to I-1, Light Industrial**

**MG3 Properties  
On W. Flatwoods Road, adjacent to 8325 W. State Road 46  
Ellettsville, Indiana 47429  
2.31 Acres**

**Parcel number: 53-04-05-100-005.000-013**

**WHEREAS**, a petition has been filed by the owners of the following described property to rezone the following described property from C2, Commercial 2, to I-1, Light Industrial:

**LEGAL DESCRIPTION**

A part of the North half of the Northeast quarter of Section 5, Township 9 North, Range 2 West, Monroe County, Indiana, described as follows: Beginning at the Southwest corner of the said half quarter section; thence running North 01 degree 16 minutes 10 seconds West over and along the West line of the said half quarter section for 750.49 feet; thence leaving the said West line and running North 89 degrees 58 minutes 07 seconds East for 696.11 feet and to the true point of beginning; thence from said true point of beginning running North 01 degree 16 minutes 22 seconds West for 375.02 feet and to the centerline of Flatwoods Road; thence running over and along the said road centerline South 89 degrees 57 minutes 03 seconds East for 268.99 feet; thence leaving the said road centerline and running South 01 degree 16 minutes 26 seconds West for 374.64 feet; thence running South 89 degrees 58 minutes 07 seconds West for 268.99 feet and to the said true point of beginning. Containing in all 2.31 acres, more or less.

**WHEREAS**, such property has been zoned C2, Commercial 2; and

**WHEREAS**, the Ellettsville Plan Commission certified this proposal with a positive recommendation for a zoning map amendment at its November 6, 2025, regular meeting; and

**WHEREAS**, this matter was never presented to the Council before now but has now been presented for continuation and to eliminate any questions as to the validity of the zone; and

**WHEREAS**, the Town Council has considered and given reasonable regard to the comprehensive plan current conditions and character of the uses of this property and the surrounding area, the most desirable use for which the land in which the district is adapted, the conservation of the property values through the jurisdiction and responsible development growth.

**NOW, THEREFORE BE IT ORDAINED** by the Town Council of the Town of Ellettsville, Monroe County, Indiana that:

Section 1. The above described land be, and the same hereby is, zoned as I-1, Light Industrial.

Section 2. The zone maps be updated to reflect this change.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Town Council.

This Ordinance was passed, approved, and adopted by the Ellettsville Town Council, on the 24<sup>th</sup> day of November, 2025.

Ellettsville Town Council

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Scott Oldham, President

ATTEST:

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Noelle Conyer, Clerk/Treasurer

**SUPPLEMENTAL FIRE SERVICE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of January, 2026 by and between the TOWN OF ELLETTSVILLE, hereinafter referred to as "Town", and RICHLAND TOWNSHIP, Monroe County, Indiana, hereinafter referred to as "Township" WITNESSETH:

WHEREAS, the Town has for many years maintained a fire station and volunteer fire department and intends to continue the maintenance of same; and

WHEREAS, the Township has certain responsibilities and obligations relating to fires within its districts and desires fire protection; and

WHEREAS, the Township has had a contract with the Town for fire protection services since 1970, which expires **December 31, 2025** and the Township would like to continue receiving the same fire protection services;

WHEREAS, by mutual consent of the Town and Township, and for valuable consideration received by each, this Agreement supersedes, modifies and extends the present Agreement by and between the Town and the Township; and

WHEREAS, the Town and the Township hereby affirm and represent that they each desire to maintain a 7-day-a-week, 24-hour-a-day staffed station in the Town and at the Station on Curry Pike, each of which stations have a particular recognized value to the parties thereto.

NOW, THEREFORE, it is contractually agreed as follows:

- 1.) That the recitals above are hereby incorporated as representations, terms and conditions hereof.
- 2.) That the Township agrees to pay One Million One Thousand Six Hundred, Fifty-Six even Dollars (**\$1,001,656.00**) as its combined total payment obligation for the period of **December 31, 2025**, to **December 31, 2026**.

**Payments will be paid as follows:**

- a.) **\$848,245.00** from the Fire Fighting fund to be paid by check, on receipt of invoice, in two (2) equal payments in **June 2026** and in **December 2026**. \* The Fire Fighting Fund total payment in 2026 may not exceed the Fire Fighting Fund total disbursement received by the Township from the Monroe County Auditor in 2026.
  - b.) **\$103,411.00** from the Cumulative Fire Fund to be paid by check, on receipt of invoice, in two (2) equal payments in **February 2026** and in **August 2026** for the Town's purchase of fire equipment This payment will represent the Town's equity in the Fire Department's purchase of a new Fire Pumper Truck.
  - c.) **\$50,000.00** from the Cumulative Fire Fund to be paid by check, on receipt of invoice and inventory, in two (2) equal payments in **February 2026** and in **August 2026** for the Town's purchase of fire equipment.
- 3.) (a) The Town hereby agrees that it shall provide and maintain good and appropriate fire protection and first responder emergency medical services to the Township from the fire station in the Town of Ellettsville, known as Station #71, and the fire station on Curry Pike, known as Station #81, with each being open and staffed by paid professional staff on a 7-day-a-week, 24-hour-a-day basis, and this shall continue through and including **2026**.
    - (b) It is agreed that the Town's Fire Chief shall have the delegated authority to exercise prudent, objective, professional discretion in allocating and utilizing the Town's firefighting and emergency equipment in response to a fire or emergency medical call(s). It is expressly understood that said decisions therefore shall be made by the Fire Chief without bias or prejudice for the Town as compared to the Township.
    - (c) The Town agrees to indemnify and defend the Township from any and all claims and liability arising out of the fire protection services provided pursuant to this Agreement, but only to the extent the claim or loss is caused by negligent acts or omissions of the Town, its agents, contractors and employees.
  - 4.) The Town and the Township hereby represent to each other that the Town and the Township shall each use their best efforts, in good faith, to continue a future level of financial support for both stations to thereby provide the same continuing fire protection and first responder emergency medical services. However, it is understood that as to future years the financial means may well not be available as a practical matter, particularly as to the staffing herein described. But it is agreed that at a minimum as to future years, the Town

and the Township reasonably expect that they will each have the future financial means for the upkeep and maintenance of both buildings, premises, and the fire equipment therein presently located, including the equipment's' operational costs during the next several years to thereby provide continuing fire protection and first responder emergency medical services to the Township and the Town.

5.) The Town and the Township shall at all times cooperate with each other to implement this Agreement and shall in timely fashion negotiate as to their future financial contribution to implement this Agreement from **January 2026** and after **December 2026** and shall fairly and fully disclose their respective financial circumstances to thereby fulfill the intent and purposes of this Agreement, which purposes include the prudent and professionally determined allocation and provision of fire protection and first responder emergency medical services to the parties thereto, but within the financial means available and allocable as described herein. It is understood that the Town and Township do retain discretionary decision-making ability subject to the terms hereof.

6.) It is further agreed by the parties hereto that this Agreement is jointly or severally enforceable and should any part default in any of the covenants and agreements contained herein, the defaulting party will pay all costs and expenses that may arise from enforcing this Agreement, either by suit or otherwise, including reasonable attorney's fees. The terms and conditions of this Agreement are specifically enforceable.

7.) Should any dispute arise regarding the implementation of this Agreement, it shall be submitted to arbitration for resolution and all pursuant to the Indiana Uniform Arbitration Act I. C. 34-4-2-1. The decision of the arbiter shall be final.

8.) Subject to the terms and conditions hereof, including obligations herein expressed that the parties shall exert their best efforts in good faith to negotiate terms for providing a continuation of fire protection and, or, first responder emergency medical services for the Township, either party may serve notice on or before **May 31, 2026**, that as of **December 31, 2026**, their contractual agreement is terminated.

**ELLETTSVILLE**  
**TOWN COUNCIL:**

**RICHLAND TOWNSHIP**

\_\_\_\_\_  
Scott Oldham,  
Town Council President

\_\_\_\_\_  
J. Martin Stephens,  
Richland Township Trustee

\_\_\_\_\_  
Dan Swafford,  
Council Vice-President

\_\_\_\_\_  
David B. Willibey  
Board Member

\_\_\_\_\_  
William Ellis,  
Council Member

\_\_\_\_\_  
Dawn Durnil  
Board Member

\_\_\_\_\_  
Trevor Sager,  
Council Member

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Jay Thrasher  
Board Member

\_\_\_\_\_  
Pam Samples,  
Council Member

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ATTEST: Noelle Conyer,  
Clerk-Treasurer  
Town of Ellettsville