

## 2020 ORDINANCES & RESOLUTIONS

<b>ORDINANCE NUMBER</b>	<b>DATE PASSED</b>	<b>DESCRIPTION</b>
2020-OR-001	1/27/2020	Regulating Traffic Control in/around Covered Bridge Neighborhood
2020-OR-002	2/10/2020	Declaring and Emergency for the repair/replacement of the Covered Bridge wet well
2020-OR-003	2/24/2020	Amending the 2020 Salary Ordinance
2020-OR-004	3/9/2020	Repealing/Replacing the Employee Handbook
2020-OR-005	3/30/2020	Transfer of Funds
2020-OR-006	4/27/2020	Transfer of Funds
2020-OR-007	4/27/2020	Establishing Additional Purchasing Agents
2020-OR-008	5/26/2020	Amending the 2020 Salary Ordinance
2020-OR-009	6/8/2020	Amending Chapter 52 of the Code of Ordinances   Filling Up of Swimming Pools
2020-OR-010	6/22/2020	Amending the 2020 Salary Ordinance
2020-OR-011	7/13/2020	Regulating Traffic Control at the Intersection of Adkins Court and N. Fern Street
2020-OR-012	7/13/2020	Amending Chapter 52 (Water) of the Code of Ordinances   Connection Charges/Fees
2020-OR-013	7/13/2020	Transfer of Funds
2020-OR-014	8/10/2020	Sewage Works Extensions, Repairs and Improvements
2020-OR-015	7/27/2020	Amendment to the Zoning Maps
2020-OR-016	7/27/2020	Repealing/Replacing Chapter 156   Unsafe Building Code
2020-OR-017	8/10/2020	Regulating the Speed Limit on Perry Crossing
2020-OR-018		NOT USED
2020-OR-019		NOT USED
2020-OR-020	8/24/2020	Amending the 2020 Salary Ordinance
2020-OR-021	8/24/2020	Considering the Amendments to the Zoning Maps
2020-OR-022	8/24/2020	Amending the Employee Handbook
2020-OR-023	8/24/2020	Transfer of Funds
2020-OR-024	9/14/2020	Disposing of Surplus/Worthless Personal Property   Public Works
2020-OR-025	9/14/2020	Amending Ordinance 2018-OR-018   Longevity Pay
2020-OR-026	9/14/2020	Amending the 2020 Salary Ordinance
2020-OR-027	10/12/2020	Amending 2020-OR-025   Longevity Pay
2020-OR-028	10/26/2020	2021 Budget Adoption
2020-OR-029	11/9/2020	Amending 2010-014 Regarding Regulations of Weeds, Grass and Rank Vegetation
2020-OR-030	11/9/2020	Amending Chapter 51 "Garbage and Refuse" of the Codification of Ordinances   Fees for Garbage Containers
2020-OR-031	11/9/2020	Regulating Traffic Control on Old SR 60
2020-OR-032	11/23/2020	Additional Appropriations   CEDIT and Public Safety LIT
2020-OR-033	11/23/2020	Establishing a Potable Water Cross-Connection Control Program
2020-OR-034		NOT USED
2020-OR-035	12/14/2020	Establishing a Non-Reverting Fund   Planning & Zoning Fund 270
2020-OR-036	12/14/2020	Amending the 2020 Salary Ordinance
2020-OR-037	12/14/2020	Establishing the 2021 Salary Ordinance
2020-OR-038	12/14/2020	Transfer of Funds
2020-OR-038	12/14/2020	Disposing of Surplus/Worthless Personal Property   2019 Ford Escape (Water Dept)

<b>RESOLUTION NUMBER</b>	<b>DATE PASSED</b>	<b>DESCRIPTION</b>
2020-R-001	3/18/2020	Waiving Certain Procedures and Formalities During Disaster Emergency Pursuant to I.C. 10-14-3-17
2020-R-002	3/30/2020	Adopting IC 5-23 Authorizing the Release of a Request for Proposals/Qualifications Under IC 5-23
2020-R-003	3/30/2020	Authorizing Funding for COVID-19 Small Business Emergency Forgivable Loan Program   \$25,000
2020-R-004	5/26/2020	Authorizing the Town Manager to Make Purchases and Award Public Works Contracts up to \$25,000
2020-R-005	6/22/2020	Approving the Order of the Plan Commission and the Declaratory Resolution of the Redevelopment Commission
2020-R-006	9/14/2020	Approving Statement of Benefits for Personal Property and Granting of Tax Abatement   Owings Patterns
2020-R-007	9/28/2020	Authorized Representative   SRF Loan
2020-R-008	9/28/2020	PER Acceptance   SRF Loan
2020-R-009	11/9/2020	Approving the 2040 Comprehensive Plan

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 001**

**AN ORDINANCE REGULATING TRAFFIC CONTROL ON CERTAIN ROADS IN AND AROUND COVERED BRIDGE NEIGHBORHOOD**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-2, a local authority may adopt by ordinance additional traffic regulations with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-3, a local authority may regulate speed limits and traffic controls with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, this Council now desires to regulate certain traffic controls within the neighborhood of Covered Bridge.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. The intersection of Greenbrier Blvd. and Amy Ave. shall now be a four (4) way stop and this Council authorizes stop signs to be installed by the developer of Covered Bridge to facilitate same.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 27<sup>th</sup> day of January, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarniecki  
Matthew Czarniecki  
Council Vice President

Matthew Czarniecki *VOTED*  
Matthew Czarniecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 1/27/2020

MOTION: McVay

SECOND: Czarniecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 1/27/2020

MOTION: McVay

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 002**

**AN ORDINANCE DECLARING AN EMERGENCY FOR THE REPAIR AND REPLACEMENT OF THE WET-WELL IN COVERED BRIDGE.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 36-1-12-9, “[a] board, upon the declaration of an emergency, may contract for a public work project without advertising for bids if bids or quotes;” and,

**WHEREAS**, on or about January 8, 2020, the wet-well located within and serving the Covered Bridge community collapsed causing an emergency situation, which needed to be repaired immediately.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. The repair and replacement of the wet-well located within and serving the Covered Bridge community and the work associated therewith is hereby designated an emergency.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 10<sup>th</sup> day of February, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Absent  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 2/10/20

MOTION: McVoy

SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 2/10/20

MOTION: McVoy

SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 003**

**AN ORDINANCE AMENDING THE 2020 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

WHEREAS, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

WHEREAS, this Council is charged with the responsibility of adopting a salary ordinance; and,

WHEREAS, this Council now desires to amend the 2020 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries, including amendments, and the respective funds from which to pay said salaries for the calendar year 2020:

1. See Exhibit attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 24 day of February, 2020

*[Signature page to follow]*

“Aye”

“Nay”

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarniecki  
Matthew Czarniecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarniecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 2/24/20

MOTION: Mobley

SECOND: Czarniecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 2/24/20

MOTION: Langford

SECOND: Czarniecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN







STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 004**

**AN ORDINANCE REPEALING AND REPLACING THE EMPLOYEE HANDBOOK  
FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, on or about the 18<sup>th</sup> day of December, 2017, this Council repealed and replaced the employee handbook for the Town of Sellersburg, Indiana by adopting *Ordinance 2017-OR-034*; and,

**WHEREAS**, sine the 18<sup>th</sup> day of December, 2017 this Council has made various amendments to the employee handbook and has also hired a Town Manager to handle HR matters; and,

**WHEREAS**, this Council now desires to repeal and replace its employee handbook for the Town of Sellersburg.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. The employee handbook for the Town of Sellersburg shall be repealed and replaced with the updated employee handbook incorporated and attached herewith as Exhibit A.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 9<sup>th</sup> day of March, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarncki  
Matthew Czarncki  
Council Vice President

\_\_\_\_\_  
Matthew Czarncki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING DATE: 3/9/2020  
MOTION: Mobley SECOND: McVoy  
VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING DATE: 3/9/2020  
MOTION: Czarncki SECOND: Langford  
VOTE: 5 AYE 0 NAY 0 ABSTAIN

**Town of Sellersburg**  
**Employee Handbook**

*Revised 02.2020*



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## **Welcome to the Town of Sellersburg**

Sellersburg, Indiana, is in Clark County, approximately 10 miles north of Louisville, Kentucky. The town has a population of more than 6,000 according to the 2010 U.S. census.

Sellersburg was settled in 1846 and is named after Moses W. Sellers, the first man to keep a store in the town and the town's first postmaster. Sellersburg was formally incorporated in 1890.

Your fellow employees of the Town of Sellersburg welcome you to our team. You are now part of a proud working tradition. Sellersburg is an outstanding community, and one of the biggest reasons we are so successful is because of the pride and dedication of our municipal workforce.

## **Town Organization and Structure**

The Town of Sellersburg is organized into various departments to ensure adequate expertise, specialization, and efficiency. These departments function under the administrative guidance and control of the Town Manager, which is responsible for the day-to-day management of the town.

The town council governs the Town of Sellersburg. The Town Manager directly reports to the town council and is responsible for the general administration of town business. A member of the town council serves as a designee to each town department to enable transparent communication of operational issues between the governing and administrative functions of the town.

## **A Proud Team Dedicated to Citizen Service**

You are now part of an organization that is dedicated to serving our community, and we are confident you will soon be contributing toward that end. Your coworkers and their predecessors have established an outstanding reputation serving the citizens of Sellersburg. Our simple motto is "Citizen Service." This means our mission is to provide quality service on a consistent basis with economy and efficiency in mind. We must be ever mindful of how we spend our taxpayers' dollars.

Please understand that you will be in the public's eye. We are confident you will serve the town with pride and honor.

All citizens should be treated with respect and courtesy. Employees should not engage in arguments, debates, or lengthy discussions with private citizens regarding town policies, procedures, or services.

Employees should refer all citizen complaints to their department head, the Town Manager, and/or the Council Member who represents the district in which the citizen lives.



## **Purpose of the Handbook**

The policies described in this handbook are intended to apply to all employees of the Town of Sellersburg. The policies and practices will apply unless superseded by applicable federal, state, or local laws or regulations.

We urge you to read this handbook, understanding that the policies and practices it sets forth are important guidelines and rules for your employment. It is not a contract. No one is authorized to represent otherwise. The Town of Sellersburg retains the right, at its sole option and at any time, to deviate totally or partially from the policies, practices, and procedures contained in this handbook. Further, employees are employed "at-will" for an indefinite period. That means that just as employees may leave the employment with the town at any time, the Town of Sellersburg retains the right to end the employment relationship at any time, for any reason, or for no reason.

Any employee benefit plan or program provisions described herein are for convenience only. Benefit plans and programs are governed by the provisions of their formal documents as they exist now or as they may exist in the future. Employees should refer to those documents for specifics.

The guidelines in this handbook will be helpful in familiarizing you with the town. However, this handbook cannot anticipate every situation or answer every question regarding employment.

Human Resources Policies and Procedures are periodically updated. This handbook is current as of the date of publication and replaces and supersedes all prior employee handbooks. However, changes may have been made which are not reflected in this document. The Town of Sellersburg expressly reserves the right to change, add, delete, and/or modify any or all the provisions of this guide, and/or to change, add, delete, and/or modify any other published or unpublished policies, from time to time, with or without notice. Management staff shall make every effort to keep employees aware of any policy changes.

This Employee Handbook applies to all employees of the Town of Sellersburg. If you have any questions, regarding this handbook or your employment, please refer them to your immediate supervisor or contact your department head or the Town Council.

Employees under the age of 18 must furnish a work permit to be employed by the town.

## **Section I. Employment**

### **Employment at Will**

All employees who do not have a separate written employment contract for a specific, fixed term of employment are employed on an at-will basis for an indefinite period. Employees may resign at any time and may be terminated at any time, with or without notice, and with or without cause. Nothing contained in this handbook alters or should be relied upon as altering this at-will relationship.

### **Equal Opportunity Employment**

The town provides equal employment opportunity to all employees and applicants for employment regardless of race, color, religion, gender identity or expression, sexual orientation, national origin, age, genetic information, disability, status as a Vietnam-era or special disabled veteran, or any other protected factor in accordance with applicable federal laws.

### **Status of Employment**

There are three classifications of employees:

- Full-time employees are classified as those who work a regular schedule of 37.5 to 40 hours per week.
- Part-time employees work a regular schedule of less than 37.5 hours per week.
- Temporary Employees are hired for a limited period of time to perform a job until it is finished. Seasonal employees are included in this category.

All employees are also classified as being "exempt" or "non-exempt." Non-exempt employees are eligible for overtime. Only time worked counts toward overtime. Exempt employees are not subject to the overtime provisions of the Fair Labor Standards Act, and are not eligible for overtime pay, compensatory pay, extra regular duty pay, on-call pay, or shift premium pay unless approved by their supervisor.

If an exempt employee feels that his/her pay is incorrect due to impermissible deductions, he/she should immediately present this issue to his/her immediate supervisor and/or Director.

Employees under the age of 18 must furnish a work permit to be employed by the town.

### **Accommodation of Individuals with Disabilities**

In compliance with the Americans with Disabilities Act ("ADA") and other applicable state and local laws, we provide reasonable accommodations for qualified individuals with disabilities. It is our policy to:

Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment, as required by the ADA.

Provide qualified applicants and employees with disabilities with reasonable accommodations, except where such accommodations would create an undue hardship on us, as provided under the ADA.

It is the responsibility of an employee to inform management of the need for an accommodation.

## **Criminal Background Checks**

At the time of employment, criminal background checks are obtained upon the extension of a conditional offer of employment. An employee's first day of work must not be prior to the satisfactory completion of a background check. Conviction of a crime does not automatically eliminate an applicant from consideration for employment. A decision is reached only after the nature, severity, and date of offense are thoroughly evaluated.

If an applicant attempts to withhold or falsify information pertaining to his or her criminal background history, he or she will be disqualified from further employment consideration. If an employee is discovered to have withheld or falsified information pertaining to his or her criminal background history, he or she will be subject to further disciplinary action, up to and including termination.

## **Personnel Files**

Personnel files are the property of the town and may be reviewed by the employee in compliance with applicable state law. Employees wishing to view their personnel files should schedule a time with their supervisor or the town Clerk-Treasurer to do so.

## **Anti-Nepotism Policy**

Individuals who are relatives may not be employed in a unit in a position that results in one relative being in the direct line supervision of the other relative. Certain employees may not be promoted to a position that results in one relative being in direct line supervision of the other relative who is a newly elected official of the town.

The town, through any of its boards, commissions, purchasing agents, may not enter into a contract or renew a contract for public works or procurement of goods and services with a relative or a business entity that is wholly or partially owned by a relative of the executive of the town or member of the legislative or fiscal body of the town unless certain requirements are met.

Relative is defined as spouse, parent or stepparent, child or stepchild, brother, sister, stepbrother, stepsister, niece, nephew, aunt, uncle, daughter-in-law or son-in-law (including half-brothers and sisters and adopted children) for both of the Indiana nepotism statutes.

## **Grandfathering Clause**

Elected officials as of 7/1/2012 are exempt from these provisions.

## **Consensual Romantic or Sexual Relationships**

The Town of Sellersburg strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. If there is such a relationship, the parties need to be aware that one or both may be moved to another department, or other actions may be taken.

If any employee of the town enters into a consensual relationship that is romantic or sexual in nature with a member of his/her staff, or if one of the parties is in a supervisory capacity within

the same department in which the other party works, the parties must notify the Town Manager and/or a member of the Town Council. Because of potential issues regarding quid pro quo harassment, the town has made reporting mandatory. This policy also applies to romantic relationships between other employees, regardless of reporting structure.

Once the relationship is made known to the town, the situation will be reviewed by the Town Manager to determine the course of action in the best interests of the town. Both parties may have to sign a Consensual Relationship Agreement.

## **Job Vacancies & Promotions**

### **Job Vacancies**

In the event a job vacancy exists, the town may post the opening throughout its facilities. The notice will remain posted for a period of five working days. It will include the date of the posting as well as the posting expiration date. Employees wishing to apply for another position within the town should notify their current supervisor.

Each posting will include:

- Job Title
- Job Description and Essential Functions
- Required Experience
- Compensation Range per the Salary Ordinance
- Application Deadline; and
- How to apply for the position

Employees still in their 45 day probationary period are not allowed to apply for a new position within the town.

### **Promotions**

The Town of Sellersburg encourages you to seek promotional opportunities within the town. Promotions are based on job performance. In the event of equally qualified applicants, the town may take seniority into consideration when promoting an employee.

### **Outside Employment**

The Town of Sellersburg recognizes the right of its employees to use their skills and knowledge to supplement their incomes outside of working hours. However, outside employment should not interfere with an employee's position with the town and should not be a conflict of interest. All full-time and part-time employees must consult their supervisor before accepting outside employment, to discuss the potential impact on their duties with the town.

Outside employment will not be considered as an excuse for poor job performance, absenteeism, tardiness, or refusal to work overtime. Should outside employment cause or contribute to these or other undesirable work characteristics, disciplinary action, up to and including termination of employment may result.

## **Work Hours & Overtime**

Regular hours are defined by your department director. Employees cannot change their assigned work schedule without the permission of their supervisor. Management may alter an employee's work schedule based upon the needs of the operation.

Employees classified as non-exempt are eligible for overtime premium pay in compliance with applicable state and federal law. Only time worked counts toward overtime. Employees are not permitted to work overtime without prior supervisory approval.

## **Ghost Employment**

The Town of Sellersburg prohibits ghost employment. Ghost employment occurs when an organization pays an employee who does not perform work for the organization. (see Indiana Code 35-44-2-4). No employee will receive pay for work if it is not related to the operations of the town. Any employee found to be in violation of this policy will be subject to disciplinary action, up to and including termination.

## **Eligibility for Rehire**

To be considered for rehire by the Town of Sellersburg, the employee must have previously submitted the appropriate notice and have a satisfactory work record.

## **Resignation of Employment**

### **Notice Requirements**

Employees who are considering resignation are asked to discuss the situation with their immediate supervisor before making a final decision. In the event that the discussion does not reveal information that changes an employee's decision, notice is requested based on the following guidelines:

4 weeks: Directors

3 weeks: Assistant Directors and Managers

2 weeks: All other positions not listed above

The notice period will ensure that adequate arrangements can be made to replace the employee. Paid time off may not be used during the notice period, unless an employee extends his/her notice period by the length of time used. Failure to give the requested notice may affect eligibility for rehire. The town retains the right to dismiss a resigning employee prior to the conclusion of the notice period.

### **Expected Payment**

If you are separated from employment, the Town of Sellersburg is obligated to pay you for the time you worked in addition to any earned but unused PTO time. You will receive your paycheck on the next scheduled payday.

### **Exit Interviews**

An employee who has resigned may be contacted to participate in an exit interview. The interview serves a dual purpose:

Ensures that the reason for the resignation is not based on a misunderstanding or a condition that can be remedied, and

Gathers pertinent data about the employee's reasons for leaving the company. Topics to be covered include, but are not limited to, compensation, benefits, advancement opportunities, and training/orientation.

## **Section II: Benefits**

The Town of Sellersburg offers health and welfare plans that are available to all full-time employees who work an average of 37.5 or more hours per week. Eligible employees can choose from a variety of benefit options including medical, dental, vision, life, and disability. Additional details concerning plan benefits are provided upon new employee orientation. Coverage begins on the first of the month following 30 days of full-time employment. Coverage will cease on the effective date of an employee's termination of employment.

### **Benefits Enrollment**

The town will conduct an annual Open Enrollment period during which full-time employees will be given the opportunity to add/drop coverage, or elect different plan options or coverage levels. An employee cannot change elections made during the Open Enrollment period for the duration of the plan year unless proof of a Qualifying Life event is provided to the Clerk-Treasurer within the required time period. New hires must enroll within 30 days of his or her hire date.

### **Health and Welfare Insurance – Medical/Dental/Life & Disability**

Full-time employees are eligible for the town's medical insurance plan on the first of the month following 30 days of continuous employment. A summary plan description booklet will be provided upon enrollment. The town will comply with applicable provisions of federal and state insurance laws and regulations. Please contact your supervisor or the Clerk-Treasurer if you have questions regarding the group insurance plan. If there is any conflict between the insurance plan or plans and the information provided in the Handbook, the language of the insurance plan or plans shall control.

### **Benefit Election Changes**

Health, Dental, and Life Insurance elections cannot be changed during the respective plan year unless the employee provides proof of a Qualifying Life Event to the Clerk-Treasurer within 30 days of the event.

Examples of Qualifying Life Events are as follows:

- a. Employee's marriage or divorce.
- b. Employee acquires new dependent because of marriage, birth, or adoption.
- c. Death of employee's spouse or child.
- d. Termination of employment (or spouse's employment), or change of employment status (or spouse's employment status).
- e. Significant change in the medical benefits or premiums available either to employee or through spouse's employment.

It is the employee's responsibility to notify the Clerk-Treasurer within the required time period of the intent to change coverage due to any event other than termination of employment or change in status

to a benefit ineligible class with the Company. Requests must be submitted in writing with proof of the Qualifying Event.

### **Cobra Continuation**

Most employers sponsoring group health plans are required to offer employees and their dependents the opportunity for a temporary extension of coverage (called "continuation coverage") at group rates where coverage under the plan would otherwise end.

Employees and their covered dependents, who are covered by the town Employee Health Plan have the right to choose this continuation coverage if group coverage is lost for any reason other than termination of employment resulting from gross misconduct by the employee. Under the law, you have at least 60 days from the date you would lose coverage to inform our insurance administrator that you want continuation coverage. Employee's that elect COBRA are responsible for maintaining coverage by paying 100% of their insurance premiums.

If you have questions regarding COBRA or your responsibilities to obtain continued coverage, you should contact the clerk-treasurer's office.

### **HIPPA Privacy Notice**

As required by the Health Insurance Portability and Accountability Act (HIPAA), the Company will maintain the privacy of protected health information for all participants of our Health, Dental, and S125 benefit plans. All employees who choose to participate in one or more of these benefit plans will receive a Privacy Notice shortly after enrollment, which will outline the Company's legal duties and privacy practices with respect to protected health information.

### **Public Employees Retirement Fund (PERF)**

PERF is one of the oldest and largest public or private pension funds in the nation. It provides secure, long-term benefits for full-time employees who choose careers in public service in Indiana. Mandatory contributions are determined by PERF and are suspended during an unpaid leave of absence. Members of the PERF retirement fund are vested following ten years of service.

### **Longevity Bonus**

All full-time employees who have completed two years of employment with the town will receive a longevity bonus. Years of service will be determined by the anniversary date of each employee; in the year the benefit is to be received. Employees need to see their supervisor for additional information on Longevity Bonus.

### **Holidays**

All full-time employees are eligible to receive holiday pay. Employees must work the day before and the day after the holiday to receive holiday pay unless time off has been previously approved by their supervisor. Employees do not receive holiday pay while on an unpaid leave of absence.

Any full-time hourly employee required to work on a scheduled holiday will receive eight hours of holiday pay in addition to time and a half for hours worked on the holiday.

The Town of Sellersburg observes the following holidays:

New Year's Day	Good Friday
Independence Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Labor Day	Christmas Eve
President's Day	Christmas Day
Veteran's Day	

**Paid Time Off (PTO)**

The Town of Sellersburg believes that employees should have opportunities to enjoy time away from work to achieve work life balance. The following PTO policy outlines the provisions for eligible employees.

**Eligibility & Availability**

All full-time employees are eligible for PTO. Eligibility begins after 60 days of continuous employment. During the first calendar year of employment, employees earn 1.5 days per month. Thereafter, employees will receive PTO on January 1<sup>st</sup> of each year. PTO credited on January 1<sup>st</sup> will be based on the employee's years of service as of December 31<sup>st</sup> the previous year. PTO is earned on the following schedule:

The following chart is for employees hired prior to 01/01/2020 unless otherwise outlined in a letter of offer. Please note: this was approved in the Council meeting held December 16, 2019 which also advised, this employee handbook is a living document and may offer additional changes when complete.

<b>Length of Service</b>	<b>Accrual Rate</b>
<b>0-1 years of service</b>	1.5 days per month of full-time service (maximum 15 days)
<b>2 - 4 years of service</b>	25 days
<b>5 - 9 years of service</b>	30 days
<b>10 - 19 years of service</b>	35 days
<b>20 + years</b>	40 days



## EMPLOYEES HIRED AFTER JANUARY 1, 2020

Length of Service	Accrual Rate
Up to 1 year of service	(1.5) days per month of full-time service (Maximum of 15 days)
2 - 4 years of service	25 days
5 -9 years of service	30 days
10 - 19 years of service	35 days
20 + years of service	40 days

### Example:

An employee that is hired on May 1, 2017 will receive 1.5 days per month up to a maximum of 15 days. The employee will continue to receive 1.5 days per month the following year (2018) up to a maximum of 15 days. The employee will begin to receive 25 days of PTO on January 1 of the year following their one-year anniversary date which would be January 1, 2019 in this example.

### Use and Scheduling of PTO

You must schedule PTO at least two weeks in advance or as soon as possible in the case of illness or emergency. All time away from work, including unexcused absences will be deducted from your PTO bank. Exceptions to this policy are holidays and time off in accordance with the town's policy for jury duty, military duty or bereavement. PTO may be used in half-day increments. You are required to use your PTO when out on an approved leave of absence.

### PTO and Sick Bank Rollovers

At the end of each year, employees will receive the option to roll over any accrued but unused PTO into a "sick bank" or receive payment for unused time. (refer to the PTO Cash Out Policy) There is a 30-day maximum an employee can roll over into the sick bank.

The sick bank exists to help employees offset lost income while on an approved leave of absence for the employee's own illness or to care for a dependent who is ill. It may not be used for any other purpose.

### Cash Out Option

Employees are able to cash out a maximum of ten days on an annual basis. Employee's selecting the cash out option will receive full payment for accrued but unused PTO, up to a maximum of ten days.

### Payment upon Separation

Upon resignation or separation of employment, employees will be paid for all PTO earned but not used. Earned PTO is calculated by multiplying the number of full calendar months the employee worked in the current year by the number of PTO days he or she is eligible. That number is divided by 12. Please see the following example:

Employee	Years Service	of Full Months Completed	Eligible PTO	Number of Days Paid Out
Employee A	3	6	25	12.5
Employee B	9	3	30	7.5
Employee C	14	10	35	29

### Special Retirement Provision

Upon resignation or retirement after 20 + years of service with the Town of Sellersburg, eligible employees can cash in 3 sick bank days for 1 day of pay up to a maximum of 30 days' pay.

### Bereavement Leave

The Town of Sellersburg will provide full-time employees with up to three paid days off upon the death of an immediate family member. The town will provide on paid day off to attend the funeral upon the death of non-immediate family members.

Definition of an immediate family member includes mother, father, sister, brother, spouse, grandparent, grandchild, step-brother, step-sister, mother-in-law, father-in-law or any other legal dependent of the employee. A non-immediate family member is defined as aunt, uncle, niece, nephew, or non-immediate step-relative.

In exceptional circumstances, the employee may request additional time off from his or her department head, and PTO may be used.

This bereavement policy is designed to reimburse employees for time lost from work. It does not apply if the employee is on any other type of leave. Employees should notify their department head as soon as possible if the need for bereavement leave arises.

### Indiana Military Leave

The Town of Sellersburg will grant Indiana employees military family leave in accordance with the Indiana Military Family Leave Act. Under the Military Family Leave Act, employees may take up to 10 days of unpaid leave per year during one or more of the following periods:

- Within the 30-day period before a family member begins active duty;
- During the leave period of a family member on active duty; or
- During the 30-day period following a family member's return from active duty.

To qualify as a family member, the employee must be the spouse, parent, grandparent or sibling of the service person. Active duty is defined as a period that exceed 89 consecutive calendar days.

### Leave Qualifications

To qualify, an employee seeking leave must have been employed by the employer for at least 12 months, and have worked 1,500 hours during the 12-month period immediately preceding the day the leave begins.

## **Continuation of Benefits & Paid Time Off**

Employees may continue their health-care benefits while on leave. Employees are responsible for their portion of the premium. Employees may use available paid time off during the leave if they choose.

## **Notice Requirement**

If foreseeable, an employee must request the leave not less than 30 days before the leave is to begin by completing a Leave of Absence Request form. Failure to submit the request at least 30 days in advance may result in a delay of the requested start date. The town reserves the right to require employees to provide proper verification of the need for leave. Failure to follow the procedure and provide proper verification may result in the absence as unexcused.

## **Family Medical Leave Act (FMLA)**

### **What FMLA Provides**

The FMLA provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. Any employee who has questions about this policy should contact their supervisor for guidance. The town will not interfere with, restrain or deny an eligible employee's use of FMLA leave.

### **Eligibility Requirements**

Employees are eligible to request FMLA leave if they have worked for the town for at least one year, have worked at least 1,250 hours over the previous 12 months and work at a location where at least 50 employees are employed by the town within 75 miles.

While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven (7) years or more are not counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA), or a written agreement exists concerning the employer's intention to rehire the employee after the break in service. If you do not meet these criteria, you are not eligible for FMLA leave.

### **Qualifying Reasons for FMLA Leave**

A covered employer must grant an eligible employee up to a total of 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:

- ✓ for the birth and care of a newborn child of the employee;
- ✓ for placement with the employee of a son or daughter for adoption or foster care;
- ✓ to care for a spouse, son, daughter, or parent with a serious health condition;
- ✓ to take medical leave when the employee is unable to work because of a serious health condition; or
- ✓ for "qualifying exigencies" arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation (up to 12 weeks); or
- ✓ "Military Caregiver Leave" to care for a covered service member with a serious injury or illness related to certain types of military service (up to 26 weeks per year may be taken for this purpose).

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three (3) consecutive full calendar days and two (2) visits to a healthcare provider or one (1) visit to a healthcare provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

The maximum amount of leave that may be taken in any 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Identifying the 12-Month Period**

The town measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered service member, the town calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Intermittent or Reduced Schedule Leave**

You may request leave for the serious health condition for yourself, spouse or child on an intermittent or reduced schedule. Under certain circumstances, the town may temporarily transfer you to an alternate position for which you are qualified that provides a solution to your accommodation request. Your pay at the time of the temporary transfer will not be affected during this time.

### **Employee Notice Requirements**

Employees must provide 30 days' notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable. Employees must comply with normal call-in procedures.

Employees must provide sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform their supervisor if the requested leave is for a reason for which FMLA leave was previously taken or certified. When an employee seeks leave due to a FMLA qualifying reason for which the town has previously provided the employee FMLA protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

### **Certifications**

The Town of Sellersburg requires that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The town may require second or third medical opinions at the expense of the town and periodic recertification of a serious health condition. The Town of Sellersburg may utilize a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition.

The Town of Sellersburg requires employees returning from leave for their own serious health condition to submit a certification that they can resume work. If reasonable safety concerns exist, the Company may, under certain circumstances, require such a certification for employees returning from intermittent FMLA leave.

### **Compensation and Benefits while on Family and Medical Leave**

Family Medical Leave is unpaid leave. In accordance with applicable state law, employees may be required to apply all accrued and unused paid leave to all leaves covered by this policy.

The Town of Sellersburg will continue to pay its portion of the group health premium for the duration of any approved FMLA leave. The employee continues to be responsible for paying his or her group health insurance premiums as if he were still actively working during this period. Premiums must be submitted monthly. Failure to submit payment within 30 days may result in termination of coverage for the duration of the leave. An employee's failure to pay his or her portion of the group health insurance premium will result in coverage being canceled. If an employee does not wish to continue group health insurance while on family and medical leave, the town should be notified immediately.

Employees who can return to work within the FMLA approved leave time limits, will be entitled to be covered by health insurance at the time they return to work if their coverage has lapsed for any reason during the approved FMLA leave. Any changes to company health coverage while an employee is on a family and medical leave will be applied as if the employee were still actively employed.

Paid Time Off benefits will cease to accrue while an employee is on FMLA.

### **Return from Leave**

Except as otherwise provided by law, upon returning from FMLA leave eligible employees will be restored to their original job or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. Restoration may not be possible if, for example, your position has been eliminated. Additionally, certain key employees may not be entitled to job restoration under certain conditions. If you are a key employee, you will be notified of such status. Use of FMLA leave will not affect the calculation of an employee's seniority or years of service. If an employee has taken leave due their own medical condition, a clearance to return to work is required from the certifying physician.

For additional information about your rights and responsibilities under FMLA and/or to request leave under this policy please contact your supervisor.

The Town of Sellersburg recognizes that certain states may have laws which provide greater or diverse types of leave and/or may require less advance notice than that set forth above. In such event, the applicable state family and medical leave law shall apply.

### **Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Contact your supervisor for more information or questions about military leave.

### **Personal Leaves of Absence**

On occasion, for extraordinary reasons, you may wish to be temporarily released from your job duties but not submit your resignation. You may be eligible for unpaid leave under these circumstances. Request for unpaid leave may be made in writing to your direct supervisor, supervisor's supervisor or any Town Council member. If you are granted unpaid leave and receive health insurance, you will be responsible for the payment of premiums or risk loss of coverage.

### **Request for Leave and Notice**

Employees requesting leave must obtain and submit a Leave of Absence form to their department head, preferably 30 days in advance.

If the leave request is approved, the employee must contact their department head every two weeks to provide updates and an estimate on their return to work date.

### **Use of Paid Time Off**

Employees are required to use their PTO during their personal leave of absence. Once the paid time off is exhausted, the leave will be unpaid.

### **Benefits**

To continue health insurance coverage, employees are required to pay their portion of insurance premiums. You may pre-pay in advance or send in monthly payments to the clerk-treasurer's office. The payment must be received by the 15<sup>th</sup> day of the month. If any payment is more than 30 days late, the town will terminate your coverage. If a check is returned for insufficient funds, we will not consider the payment made until we receive sufficient cash, a money order, or a cashier's check.

### **Return to Work**

Employees that are on a personal leave of absence due to medical reasons will need to provide a release to work from your physician. If you do not return to work on the agreed upon date the town will consider it job abandonment and your employment will be terminated.

## **Workers Compensation**

From the first day of employment, all Town of Sellersburg employees are covered with insurance against medical expenses arising from work-related illnesses or accidents. This insurance also provides for a percentage of lost wages due to accidents and illness related to work. These benefits start seven days from the date of disability.

Employees who sustain a work-related injury or illness must inform their department head immediately. This will enable eligible employees to qualify for coverage as quickly as possible.

## **Unemployment Compensation**

Each Town of Sellersburg employee's job is covered by state unemployment compensation, which may pay a weekly benefit if an employee is laid off. The cost of this benefit is paid entirely by the town.

## **Section III. Compensation**

The Town of Sellersburg is committed to a compensation program that is consistent and fair and does not discriminate.

### **Paychecks**

The town's payroll cycle runs on a bi-weekly pay period. Paychecks are issued every Friday. Employees that feel their wages have been calculated in error, it is their responsibility to notify the clerk-treasurer immediately. Every effort will be made to correct the error as quickly as possible.

### **Direct Deposit**

The town requires direct deposit of paychecks into the banking institution of your choice. Any changes to banks or account numbers should be reported to the clerk-treasurer's office.

### **Payroll Deductions & Garnishments**

The town is required by law to make certain deductions from your paycheck. Among these are applicable federal, state, and local income taxes. Social security taxes must be deducted from your earnings up to a specified limit. The town matches the amount of social security taxes you pay. Court-ordered payments such as garnishments are pay deductions collected and forwarded to the courts. The clerk-treasurer's office will notify the employee when a garnishment is received.

### **Overtime**

Occasionally, the Town of Sellersburg may require overtime for hourly employees on short notice. Although situations may arise that will prevent an employee from working overtime, the town expects all hourly employees to be available to work overtime and a flexible schedule when necessary.

Hourly employees will be paid overtime and one and one-half times their regular hourly rate for all hours worked over 40 hours per week. Paid time off and holidays are not included in the calculation

of overtime pay. Police employees are exempt from this provision and will earn overtime pay in accordance with the department's standard operating procedure for overtime.

### **Meal Periods & Breaks**

All hourly employees may take a 30-minute or one-hour unpaid lunch break at the discretion of their department head. Unless otherwise instructed to work through the meal period, nonexempt employees must record the meal period as unpaid on their time record. In addition, all employees are provided two 15-minute paid breads during the workday. Department heads will determine break times.

### **On-Call Designation**

Town employees who are designated as being on-call will receive an additional pay, per the salary ordinance, for serving in the on-call capacity. This applies only to civilian, non-exempt employees.

### **Travel & Expense Reimbursement**

The Town of Sellersburg wants all staff traveling on town business to do so in a safe and comfortable manner. At the same time, each employee must control and minimize the cost of travel-related expenses. All travel must be approved in advance to receive reimbursement. Itemized receipts must be saved and submitted with a claim form to the clerk-treasurer within 7 days of the trip to receive reimbursement. False reporting on expense reports will result in disciplinary action, up to and including termination.

### **Mileage**

The town will reimburse employees for mileage expenses incurred while conducting official town business. The mileage reimbursement rate will be the amount allowed by town ordinance as long as the employee carries motor vehicle liability insurance as required by law.

### **Overnight Travel**

Expenses incurred (meals, lodging, etc.) for overnight travel while conducting official town business must be approved by the Town Manager prior to registering/reserving for the out of town business. Certain personal expenses incurred during travel are not reimbursable, including but not limited to personal telephone calls, laundry, entertainment and alcoholic beverages.

### **Jury Duty**

The Town of Sellersburg encourages employees to fulfill their obligation as citizens when they are called to serve jury duty. Employees are entitled to retain any compensation you receive from the courts. In addition, you will receive the difference between your jury duty pay and your normal salary or hourly rate for the period you serve on jury duty, not to exceed ten days.

Employees must submit their court order for jury duty to their supervisor. Prior to serving jury duty, an employee must ask the court clerk or bailiff to prepare a weekly verification form. The court clerk will typically provide the work verification form on each day you serve on jury duty. Employees must provide the work verification form to their department head each week. The check received for jury duty pay does not need to be submitted and should be retained by the employee.



## **Section IV: Workplace Expectations**

### **Attendance**

Being at work on time every day is important. Your co-workers and the town's residents depend on you. The Town of Sellersburg realizes that occasional absences are unavoidable. However, excessive absenteeism or tardiness creates a hardship for your co-workers. Because of this, frequent and unapproved absences and excessive tardiness can be cause for disciplinary action or dismissal.

### **Attendance Policy Guidelines**

In the event you are unable to come to work, it is critical that you provide as much notice as possible to ensure coverage for your position. The further in advance you provide notice, the more likely that coverage will be possible.

Employee's must call their department head at least 60 minutes before the start of your scheduled work time to report an absence or extended time away from the office. It is your responsibility to contact your department head, leave a message and then call another department head on duty. This procedure must occur every day you are absent unless you are on an approved leave of absence.

In the event an employee is going to be late for work, the employee is required to notify their department head at least 30 minutes prior to start of their scheduled work time. Any instances of arriving late to work, taking extended breaks or leaving work early must be reported to your supervisor and will be recorded in attendance records. Employees that need to leave work early for any reason must notify their department head before leaving.

A no-call, no-show will be cause for disciplinary action, up to and including termination of employment. If you have three unreported consecutive absences, the town will consider it to be job abandonment and will assume that you have voluntarily resigned from your employment.

If you are absent for three or more consecutive workdays, we may require you to provide medical documentation to support your absence. The town reserves the right to address the issue of chronic absenteeism or tardiness by accelerating the disciplinary process, up to and including termination.

### **Confidentiality**

Depending upon the nature of your duties, you may have access to information that is confidential and privileged. This includes financial information, organizational information, and information regarding other employees or town residents. To protect confidentiality, you must limit the disclosure and discussion of this information to only those employees who need to know. Employees should never use this information for personal benefit or for the benefit of others.

### **Conflicts of Interest**

Employees have a responsibility to avoid any situation that might make it difficult to act in the best interest of the Town of Sellersburg. A conflict of interest may exist when you or a member of your family has a financial interest in a company that has a contract or other dealings with the town. In addition, receiving personal gains from a business relationship, a conflict of interest likely exists. For clarity on whether any transaction or vendor relationship may be a violation of this policy, you should contact your department head.

In addition, employees, including elected officials, must not accept honorariums, compensation, or gifts in exchange for their services as a town employee. This policy does not prohibit the acceptance of small items of nominal value. However, prior to accepting any gifts, gratuities, favors, preferential treatment, event tickets or anything else of monetary value (more than \$25) from companies or individuals related to the job, you must receive approval from the Town Manager. To the extent state law requires an alternative handling of honorariums, compensation, or gifts, the town will comply with those laws.

### **Solicitation & Distribution**

People who are not employed by the Town of Sellersburg may not solicit or distribute literature and goods on town property for any purpose at any time. Vendors soliciting in the normal course of business who have established a business relationship with the town are excluded from this restriction. Exceptions to this policy are at the discretion of the town council.

The town strives to communicate clearly and accurately with its employees; therefore, unless the town is involved in the activity, all notices, brochures, and other forms of solicitation of or by outsiders are prohibited. Employees are discouraged from soliciting other employees during working time. Working time includes that time for which any employee is paid and is expected to be performing services for the town. Working time does not include meal breaks, recognized break periods, or time before or after the established workday. Department heads may authorize limited exceptions to this policy.

### **Dress Code**

As an employee of the Town of Sellersburg, you should be concerned with the impression you make on others. You shall strive always to ensure that your clothing and appearance is clean and contributes to a professional atmosphere for co-workers, clients, residents, and visitors.

The town is a business-casual workplace. There are occasions where employees should wear business professional attire. These occasions would include special meetings and/or delivering presentations. If you have specific questions about whether something is appropriate to wear you should contact your department head for clarification. Employees that are dressed inappropriately will be asked to go home and change their attire. This time will be unpaid. Repeated violations of this policy may result in disciplinary action.

### **Uniforms**

Employees in a customer facing position may need to offer verification that they are working in an official capacity and may be required to wear uniforms and/or official Town Identification Cards. The following shall always be observed:

- Uniformed employees are representatives of the town and will conduct themselves accordingly.
- If the position requires a uniform, the employee must always wear the uniform while on duty. Every attempt shall be made to keep uniforms in a tidy appearance. Should a uniform need to be replaced, the employee shall communicate to their supervisor so a replacement can be arranged.
- Uniforms may not be worn outside of work unless off-site for a work-related trip, seminar

and/or meeting.

## **Drug & Alcohol-Free Workplace**

The Town of Sellersburg prohibits employees from unlawfully manufacturing, distributing, dispensing, selling, transferring, using or possessing any illegal controlled substance or alcohol on town premises while working. Any employee found to be in violation of this policy will be subject to disciplinary action, up to and including termination. The town reserves the right to require applicants and employees to consent to a drug and alcohol test. No testing will be performed without an applicant's or employee's written consent.

## **Pre-Employment Testing**

The town requires applicants for employment to submit to a drug screen prior to starting work. The drug test is a pre-employment, post-offer requirement. Candidates found to have a positive drug screening will be subject to additional medical review and, based on the findings, may not be considered for employment.

## **Post-Accident Testing**

In the event of a workplace accident or injury, the town may determine that it is necessary to conduct a post-accident drug and or alcohol screening. The employee's supervisor will accompany the employee to the designated testing site. Refusal to submit to the test or a positive result on such a test, is grounds for disciplinary action, up to and including termination.

## **Reasonable Suspicion**

The Company may ask you to submit to a drug and/or alcohol test when there is reason to believe that you are under the influence of drugs and/or alcohol while at work. Refusal to submit to such testing, or a positive result on such a test, is grounds for disciplinary action, up to and including termination.

## **Non-Harassment Policy**

We are committed to providing all employees the opportunity to work in an environment free of illegal harassment. The town strives to provide all staff, clients, and vendors with an environment free of harassment. This can exist only when each employee is assured an atmosphere of mutual respect and one in which each is judged solely on criteria relating to job performance.

The town expressly prohibits any form of unlawful employment harassment based on race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, national origin, age, disability, status as Vietnam-era or special disabled veteran, or status in any group protected by state or local law. The town has adopted the following guidelines to deal with any form of harassment that may occur during business hours or on town premises, or in any location where the employee is conducting work.

Sexual Harassment includes:

- a. physical assaults or physical conduct that is sexual in nature
- b. unwelcome sexual advances or comments or requests for sex or sexual activities concerning one's employment or advancement, regardless of whether they are accompanied by promises or threats

- c. sexual displays or publications such as calendars, cartoons, or graffiti
- d. other verbal or physical conduct of a sexual nature which has the purpose or effect of interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment
- e. Retaliation for complaints of harassment

The town regards all such conduct as creating a hostile and offensive work environment in violation of this policy, regardless of whether submission to such conduct is made either explicitly or implicitly a term or condition of employment. Examples of sexual harassment include sexual propositions, sexual innuendo, sexually suggestive comments, sexually-oriented "kidding," "teasing," or "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching, or brushing against another's body; or reading or otherwise publicizing in the work environment, materials that are sexually suggestive or revealing.

Racial, religious, or national origin harassment includes:

- a. any verbal, written, or physical act in which race, religion, or national origin is used or implied in a manner which would make a reasonable employee uncomfortable in the work environment or which would interfere with the employee's ability to perform the job.

Examples of race, religious or national origin harassment include:

- a. jokes which include reference to race, religion, or national origin
- b. the display or use of objects or pictures which adversely reflect on a person's race, religion, or national origin;
- c. the use of language which is offensive due to a person's race, religion, or national origin.

If you have been a victim of sexual harassment or any other form of illegal harassment or if you witness the illegal harassment of others, you shall immediately report your concerns to a supervisor or the Town Manager. If this is not an option because your supervisor or Town Manager is the harasser, you should contact a member of the Town Council. Each complaint will be treated in a confidential manner, subject to our legal obligation to investigate and respond appropriately to such complaints. Retaliation against anyone involved in reporting an incident of harassment is strictly prohibited. Conversely, we consider filing knowingly false reports of harassment a violation of this policy.

### **Retaliation**

The town's policy prohibits retaliation against any employee by another employee or by the town itself for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a federal or state enforcement agency. Prohibited retaliation includes, but is not limited to, demotion, suspension, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

### **Employee Performance Management**

As a part of their performance management responsibilities, the town's management personnel are accountable for informing employees of performance and/or behavior which is in need of improvement. The purpose for such counseling is to create a mutual understanding of performance and conduct expectations, to develop and improve performance or conduct which is not meeting

expectations, and to delineate consequences for those employees who do not achieve minimum acceptable standards for performance or conduct.

The Town of Sellersburg utilizes a progressive discipline policy. Outlined below are the steps of the town's progressive discipline policy and procedure. The Town of Sellersburg reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense.

### **Step One: Counseling and Documented Warning**

The first step creates an opportunity for the employee's immediate supervisor to schedule a meeting with the employee and bring any existing performance, conduct or attendance issue to their attention. The supervisor will discuss the nature of the problem or violation of the town's policies and/or procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem. This meeting will be documented and signed by both the employee and supervisor.

### **Step Two A: Final Written Warning**

Although the town hopes that the employee will promptly correct any performance, conduct or attendance issues that were identified in Step One, the town recognizes that this may not always occur. The Step 2 written warning involves more formal documentation of the performance, conduct or attendance issues and consequences.

During Step Two, the immediate supervisor will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued. The PIP will include a statement warning the employee that failure to meet and maintain the expectations of the plan will result in further disciplinary action, up to and including termination.

### **Step Two B: Suspension**

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and HR.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

### **Step Three: Recommendation for termination of employment**

The last and most crucial step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the town will try to exercise the progressive nature of this policy by first providing warnings, a final written warning or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the Town of Sellersburg reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

For the welfare of the Town, the Town Manager shall be notified and involved in all matters related to the discipline, suspension, termination, or transfer of Town employees. The Town Manager shall remove heads of departments with advice and consent of the Town Council as dictated by State Statute.

There are some behaviors that are considered so extreme by the town that a violation may result in immediate termination:

- Willful Misconduct/Dishonesty or a flagrant violation of the town's policy;
- Harassment of any employee, customer, vendor, or any other individual as defined by the harassment policy;
- Intentionally giving false or misleading information as a means of obtaining employment;
- Deliberate destruction or defacing of town property through abuse, indifference, neglect or carelessness;
- Violation of the town's Drug and Alcohol-Free Workplace policy;
- Theft, unauthorized use or removal of town property or property of any town employee customer or vendor;
- Unauthorized disclosure of any confidential information pertaining to the town or its employees;
- Fighting on town premises or threatening the life or well-being of another individual;
- Possession of firearms or other dangerous weapons on town property, unless authorized;
- Gross insubordination or refusal to complete duties as required by your supervisor;
- Falsification of work hours or any other town documents;
- Verbal and/or physical abuse of any person while on town property;
- Illegal acts on town premises or during working time.

This list is not all inclusive and the town reserves the right to terminate employees on an at-will basis unless otherwise prohibited by federal, state or local law.

### **Problem Solving Procedure**

The Town encourages employees to address and discuss any work-related problems with their immediate supervisor. Every reasonable effort should be made by both the employee and the supervisor to resolve work related problems. If a resolution is not reached, the employee may use the town's problem-solving procedure.

This procedure has been established as a guide for resolution to work related problems. If the problem continues to exist after undertaking the actions below, the formal problem-solving procedure is invoked. While a complaint/concern is being resolved, employees will have the obligation to continue

to work and not engage in work stoppages, slowdowns or other such actions. The system is designed to function without interrupting or downgrading the quality or delivery of patient care services. Supervisory staff is responsible for ensuring that the problem is fully processed until the employee is either satisfied with the answer or has exhausted the problem-solving procedure.

### **Formal Problem-Solving Procedure**

After discussing the problem or concern with their direct supervisor, an employee is expected to document their grievance and submit it in writing to the next person in the chain of command. If the employee is not satisfied with the next response, they must continue up the chain of command. The Town of Sellersburg chain of command is as follows:

- Supervisor
- Department Head
- Town Manager
- Town Council

Management will not in any way discriminate or retaliate against an employee who exercises procedures of this policy. Furthermore, management will not discriminate or retaliate against an employee who assists in the investigation or presentation of complaints or concerns filed according to this policy.

### **Emergency Weather**

In the event of emergency weather conditions, we ask you to use sound judgement in assessing your individual situation and in making decision regarding leaving work early, arriving late or staying home rather than attempting to reach work.

If Clark County or the county in which you live declares a weather emergency, the town will compensate you for your scheduled work hours. If you miss work and Clark County or the county in which you live has not declared a weather emergency, you will be required to use PTO to cover the absence.

When making decisions regarding severe weather conditions, employees must follow the general attendance policy.

### **Smoking**

The use of tobacco products and electronic cigarettes is strictly prohibited in all facilities owned by the Town of Sellersburg. Any employee wishing to designate a working area a non-smoking area may submit the request in writing to the town council.

### **Media Inquiries**

Employees must refer all inquiries for information from the news media to Town Manager. Unless authorized to do so, employees must not speak on behalf of the town. Employees must remember that they represent the town and serve as an ambassador to the community and speak accordingly.

### **Security Inspections & Right to Search**

The Town of Sellersburg wishes to maintain a work environment that is free from illegal drugs, alcohol, firearms, explosives, or other dangerous materials. The town requires the cooperation of all

employees in administering this policy. An employee's refusal to cooperate in a search, inspection or investigation will result in further disciplinary action, up to and including termination.

Desks, lockers, and other storage devices may be provided for the conveniences of employees but remain the sole property of the town. Accordingly, any agent or representative of the town can inspect them, as well as any articles found within them, at any time, either with or without prior notice. A minimum of two town representatives will be present to conduct and record details of the search.

The town likewise wishes to discourage theft or unauthorized possession of the property of employees, visitors, and residents. To facilitate enforcement of this policy, the Town of Sellersburg or its representative may inspect not only desks and lockers, but also any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto company premises.

### **Workplace Violence**

The Town of Sellersburg supports an environment that is safe and free from violence for all employees, residents, and vendors. To achieve this goal, employees may not possess or carry firearms, knives, or any other weapons on town property or while conducting town business unless authorized by the Town Manager, Chief of Police, or the town council. If an employee is found possessing or carrying such an item on town property or while conducting town business, they will be subject to disciplinary action, up to and including termination.

### **Safety & Security**

The Town of Sellersburg is committed to employee safety and to protecting employees from accidents. The town and all employees have a responsibility to drive and work safely at all times. This policy was created to promote and ensure the safe conduct of town operations for the benefit of all employees and residents.

Employees must make safety the first consideration when conducting town operations.

Employees must demonstrate a continuous awareness of safety considerations as an integral part of achieving accident prevention and efficient productivity.

The town will provide proper tools and materials, equipment, and facilities, as well as sufficient training for a safe work environment. Employees must understand and observe all town rules and safety regulations.

### **Accident Reporting**

Following any accident, an employee is required to contact your department head as soon as possible. If your department head is not available, you must follow the chain of command for communication until someone is contacted. Accident reporting must not be delayed because the department head is unavailable.

### **Universal Precautions**

Employees in certain departments may face occupational exposure to blood, bloodborne pathogens, or infectious material. The town will observe universal precautions to prevent contact with infectious material, and all such material will be considered infectious regardless of the source of the material being known. Notify your supervisor or department head if you are exposed.

To ensure the safety of our employees, the town has created the following guidelines:



Employees must wear protective equipment (gloves, goggles, face guards etc.) at all times when potential exposure exists.

Do not compress trash in waste cans. The trash may contain needles or sharp objects exposed to infectious materials and those items may burst during compression.

Examine trash bags prior to handling them to identify leaks, liquid substances, or sharp objects.

Do not reuse any protective equipment except for approved gloves that can be properly disinfected and cleaned.

Utilize proper handwashing techniques often and frequently. Handwashing facilities are available to employees who incur exposure.

Wastewater employees: Do not use your hands to clean out impellers or pumps where sharp objects may be lodged. Utilize the proper tools to clean, disassemble, and remove the objects. Use caution when shoveling out pits and tanks as infectious materials could be present in the sludge.

## **Use of Town Property & Vehicles**

The Town of Sellersburg's facilities, equipment and property are to be used for business purposes only. Employees are responsible for equipment while it is in their possession, and any malfunction, damage or theft of property should be immediately reported to their department head. Employees may be responsible for costs associated with any damage or loss caused by abuse and/or carelessness.

### **Town Vehicles**

Town owned vehicles are assigned to employees based on business need. Any employee using a town vehicle is expected to keep the interior clean. These vehicles are to be used for town business only, except during the commute to and from the employee's home. Only employee's authorized by their department head and/or the town council may take home a town vehicle.

Certain take-home vehicles are considered taxable fringe benefits and the commuting or lease value of the vehicle will be included in the employee's wages for tax purposes. The town will comply with all relevant tax laws and regulations regarding take-home vehicles.

### **Commuting**

Take-home vehicles may be assigned to employees for use during town business due to the nature of the employee's position. This is generally considered a fringe benefit and is taxable. All use of the vehicle that is not for the benefit of the town constitutes personal use and is prohibited except where personal use is minimal.

## **Social Networking**

The Town of Sellersburg understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

*Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether associated or affiliated with the town, as well as any other form of electronic communication. The town encourages you to ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful

conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Employees are expected to post only appropriate and respectful content. The following list provides recommended guidelines when using social media:

- Maintain the confidentiality of the Town of Sellersburg and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal town-related confidential communications.
- Do not create a link from your blog, website or other social networking site to a town website without identifying yourself as a Town of Sellersburg employee.
- Express only your individual opinions. Never represent yourself as a spokesperson for the town. If the town is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the town, fellow associates, residents, customers, suppliers or people working on behalf of the town. If you do publish a blog or post online related to the work you do or subjects associated with the town, make it clear that you are not speaking on behalf of the town. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Town of Sellersburg."

The town prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Personal Telephone Calls**

The town reserves the right to monitor all telephone communications, utilizing the town's telephones. All telephone communications are the property of the town. Employees have no right of privacy or confidentiality regarding any telephone messages or communications. The town reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the telephone system for any purpose. Personal calls must be kept to a minimum and be limited to calls of an urgent or emergency nature only. Cellular phone calls are disruptive to the work environment and must be kept to a minimum during work time. Personal long-distance calls may not be charged to the town. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

### **Computer Usage & Electronic Communication**

The electronic communication systems, internet service and the computer hardware and software owned or leased by the Town of Sellersburg are to be used for business purposes only. Any message, file or information transmitted or stored on these systems is not considered private and may be seen by other individuals. Employees who use the town's computers and network resources must protect them and the information stored on them.

### **Software License and Copyright**

The town will purchase and distribute software in compliance with license and copyright law. All employees are responsible for complying with the license and copyright provisions of the software they use. Only the department head can approve the installation of software. The department head

issuing the software will restrict access to only the appropriate number of licensed users. Employees must not download to their computer any software without permission from the Town Manager..

### **Personal Use**

As a rule, all town property, including computers is for town use only. Personal use should be minimal and must not interfere with town business or work processes. Employees should not use town property for personal use without approval of his or her department head or the Town Manager.

### **Internet Access**

The town will determine which employees will have internet access and will set up privileges accordingly. Internet access is for business needs only and is not a fringe benefit. Under no circumstances should an employee access any web site that may be offensive or otherwise contain inappropriate material. All connections to the internet must pass through the town's firewall for security purposes.

The town reserves the right to block access to specific web pages. To help protect against viruses, employees should download files from the internet only with department head approval.

### **Electronic Mail (E-mail)**

Electronic mail is provided to assist in conducting company business and not for personal use. All messages conveyed on either system are the property of the town and should not contain language that may be considered offensive, discriminatory, or abusive to any employee. Employees have no expectation of privacy in any e-mail messages made using town technology or directed toward town addresses. Authorizing another person or organization to use your computer accounts or the Town of Sellersburg network is strictly prohibited. Communicating or using any password, personal identification number, credit card number or other personal or financial information without the permission of its owner is prohibited.

The use of the town e-mail system is primarily for business purposes only. Limited personal use of e-mail may be allowed, but must be on the user's own time and is not to interfere with his/her job responsibilities.

### **Town Cellular Phones**

Employees who use cell phones provided to them by the Town of Sellersburg must follow the town policy for use of these devices during working time. Within guidelines, employees may be reimbursed for certain expenses associated with work-related use of cell phones.

While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of town phones. Personal phone calls must be kept to a minimum and made during non-work time where possible. Cell phones must be turned off or set to silent or vibrate mode during meetings/conferences and in other locations where incoming calls may disrupt normal workflow.

All employees are expected to follow applicable state or federal laws or regulations regarding the use of cell phones at all times. Employees whose job responsibilities include regular or occasional driving are expected to refrain from using their cell phone while driving. There is never a business reason that requires an employee to text or use a phone while driving.

## RECEIPT AND ACKNOWLEDGMENT OF THE HANDBOOK

I have received, reviewed and understand the contents of this handbook. I understand that this handbook contains summaries of policies and procedures that apply to me as an employee of The Town of Sellersburg.

I agree to read this handbook and follow the procedures described within it during my employment.

I understand that this handbook is a general guide and that the provisions of this handbook do not constitute an employment agreement or contract, express or implied, guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long-term, either you or the Town of Sellersburg may terminate this relationship at any time, with or without cause, and with or without notice.

Further, I understand that the Town of Sellersburg reserves the right to modify any of the provisions of these policies at any time with or without notice, at its sole discretion. I also understand that the descriptions included in this handbook are not employee benefit plan documents.

In the event any inconsistency exists between the information in this handbook and any applicable employee benefit documents, the provisions in the employee benefit plan documents shall govern.

### Employee Handbook Acknowledgement Page

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Employee Copy**

**Employee Handbook Acknowledgement Page**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Town of Sellersburg Copy**

STATE OF INDIANA  
 BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA  
**ORDINANCE NO. 2020 – OR – 005**

**AN ORDINANCE TRANSFERRING CERTAIN FUNDS**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to transfer funds for the needs of the Town.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the following funds be transferred:

<u>Amount</u>	<u>From</u>	<u>To</u>
\$60,000.00	406650361 CREDIT LIT ED Exp.	406650432 Redevelopment Exp.
\$15,000.00	406650361 CREDIT LIT ED Exp.	406650433 BZA & Planning Exp.
\$120,000.00	406650361 CREDIT LIT ED Exp.	406650431 BC Expenses
\$5,000.00	101301364 S&S Vehicle Maint.	101301323 S&S Telephones
\$20,000.00	101301444 S&S Garbage Containers	101301323 S&S Telephones

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 30 day of March, 2020

[Signature page to follow]

“Aye”

“Nay”

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

~~\_\_\_\_\_  
Terry Langford  
Council Member~~

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

~~\_\_\_\_\_  
Randall Mobley  
Council Member~~

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 3/30/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 3/30/2020

MOTION: Czarnecki

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN



STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 006**

**AN ORDINANCE TRANSFERRING CERTAIN FUNDS**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to transfer funds for the needs of the Town.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the following funds be transferred:

<u>Amount</u>	<u>From</u>	<u>To</u>
\$30,000.00	101301443 (S&S Street Equipment)	101301356 (S&S Maint. Packer) 365 - m m m

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 27<sup>th</sup> day of April, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

Terry Langford  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 4/27/2020

MOTION: Czarnecki

SECOND: Langford

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 4/27/2020

MOTION: Mobley

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 007**

**AN ORDINANCE ESTABLISHING ADDITIONAL PURCHASING AGENTS FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, Ind. Code §5-22-2-26 defines a “Purchasing Agent” as an individual authorized by a purchasing agency to act as an agent for the purchasing agency in the administration of the duties of the purchasing agency; and,

**WHEREAS**, this Council, upon the advice of the Town Manager, desires to establish additional Purchasing Agents for the Town of Sellersburg to promote a more efficient and streamlined process for servicing the needs of the Town.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the following additional positions shall now be considered Purchasing Agents for the Town of Sellersburg, Indiana:


1. Town Manager
2. Drinking Water Operator
3. Water Distribution Operator
4. Wastewater Operator/Supervisor
5. Utility Billing Coordinator
6. Building Commissioner
7. MS4 Coordinator

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.


So Ordained this 27<sup>th</sup> day of April, 2020

“Aye”

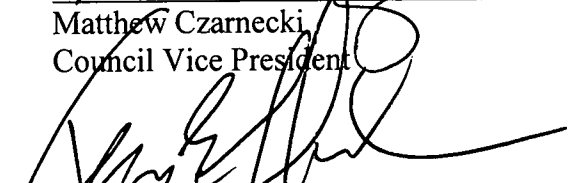
“Nay”

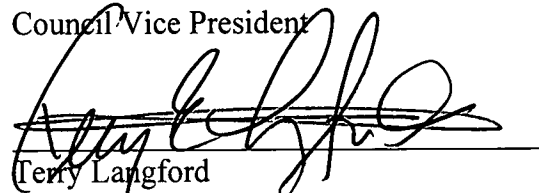
  
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Brad Amos  
Council President

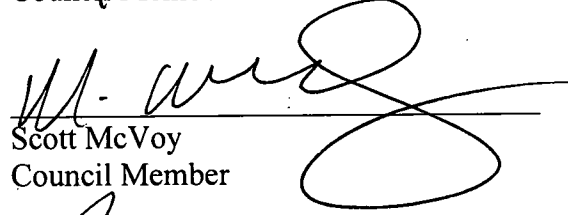
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Brad Amos  
Council President

  
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Matthew Czarnecki  
Council Vice President

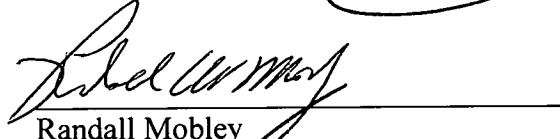
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Matthew Czarnecki  
Council Vice President


  
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Terry Langford  
Council Member

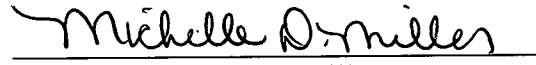
  
\_\_\_\_\_  
Terry Langford  
Council Member

  
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Scott McVoy  
Council Member

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Scott McVoy  
Council Member

  
\_\_\_\_\_  
Randall Mobley  
Council Member

  
\_\_\_\_\_  
Randall Mobley  
Council Member

  
\_\_\_\_\_  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 4/27/2020

MOTION: Mobley

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 4/27/2020

MOTION: Langford

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 008**

**AN ORDINANCE AMENDING THE 2020 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, this Council is charged with the responsibility of adopting a salary ordinance; and,

**WHEREAS**, this Council now desires to amend the 2020 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries, including amendments, and the respective funds from which to pay said salaries for the calendar year 2020:

1. See Exhibit attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 26<sup>th</sup> day of May, 2020

[Signature page to follow]

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 5/26/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 5/26/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

TOWN OF SELLERSBURG   2020 SALARY ORDINANCE   2020-OR-008	Full/Part Time	Max # of Employees with Title	Exempt/Non-Exempt	Fund				Salary								Cell Phone
				General	Wastewater	Water	Parks	Hourly		Daily		Weekly		Annually		
								Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	
<b>Public Works</b>																
Town Manager	Full-time	1	Exempt	15%	45%	40%										
Wastewater Operator/Supervisor	Full-time	1	Exempt		100%								\$1,250.00	\$1,923.08		
Wastewater Team Members	Full-time	7	Non-Exempt	10%	80%	10%		\$17.00	\$24.00				\$961.54	\$1,300.00		
Director of P&Z/Building Commissioner	Full-time	1	Exempt	100%												
MS4 Coordinator/Property Manager/Drainage	Full-time	1	Non-Exempt	34%	33%	33%		\$22.00	\$24.00				\$865.38	\$1,200.00		
Streets & Sanitation Supervisor	Full-time	1	Exempt	80%	10%	10%										
Streets & Sanitation Team Members	Full-time	4	Non-Exempt	80%	10%	10%		\$17.00	\$24.00				\$865.38	\$1,200.00		
Water Distribution Operator	Full-time	1	Exempt			100%							\$961.54	\$1,200.00		
Drinking Water Operator	Full-time	1	Non-Exempt			100%										
Water Team Members	Full-time	7	Non-Exempt	10%	10%	80%		\$17.00	\$24.00							
Utility Billing Coordinator	Full-time	1	Non-Exempt		50%	50%		\$17.50	\$21.00							
Billing Office Clerk	Full-time	4	Non-Exempt		50%	50%		\$15.50	\$19.00							
Public Works Team Member On-Call Primary Pay	Full-time		Non-Exempt							\$28.57	\$28.57					
Public Works Team Member On-Call Back-Up Pay	Full-time		Non-Exempt							\$14.29	\$14.29					
Water Town Council Liaison	Full-time	1	Exempt			100%									\$1,200.00	
Wastewater Town Council Liaison	Full-time	1	Exempt		100%										\$1,200.00	
Streets & Sanitation Town Council Liaison	Full-time	1	Exempt	100%											\$1,200.00	

<b>Police</b>																
Chief of Police	Full-time	1	Exempt (appointed)	100%									\$1,180.52	\$1,460.00		
Major	Full-time	1	Exempt	100%									\$1,018.60	\$1,250.00		
Detective	Full-time	2	Non-Exempt	100%									\$886.22	\$1,100.00		
Sergeant	Full-time	4	Non-Exempt	100%									\$866.22	\$1,010.00		\$50.00
Patrolman	Full-time	9	Non-Exempt	100%									\$865.38	\$961.54		
Full Time Police Secretary	Full-time	1	Non-Exempt	100%				\$17.50	\$22.00							
Full Time Records Clerk	Full-time	1	Non-Exempt	100%				\$15.50	\$20.00							
Police Commissioners   President	Part-time	1	Exempt (appointed)	100%											\$1,800.00	
Police Commissioners	Part-time	4	Exempt (appointed)	100%											\$1,200.00	
Police Commissioners Secretary (non-voting)	Part-time	1	Non-Exempt	100%											\$1,200.00	
Police Commissioners Town Council Member Liaison (non-voting)	Part-time	1	Exempt (appointed)	100%											\$1,200.00	\$1,200.00
Uniform Allowance per Ordinance				100%											\$150.00	\$150.00
Off Duty Court Pay per Ordinance				100%												

<b>Parks and Recreation</b>																
Parks and Recreation Director	Part-time	1	Non-Exempt				100%	\$17.50	\$20.00							
Assistant Pool Manager (seasonal)	Part-time	2	Non-Exempt				100%	\$12.50	\$14.50							
Lifeguard (seasonal)	Part-time	14	Non-Exempt				100%	\$10.50	\$13.00							
Concession Worker (seasonal)	Part-time	4	Non-Exempt				100%	\$9.22	\$10.00							
Maintenance Worker	Part-time	1	Non-Exempt				100%	\$10.00	\$16.00							
Parks and Recreation Board President	Part-time	1	Exempt (appointed)				100%								\$1,800.00	
Parks and Recreation Board Members	Part-time	4	Exempt (appointed)				100%								\$1,200.00	
Parks and Recreation Town Council Liaison (non-voting)	Part-time	1	Exempt (appointed)				100%								\$1,200.00	
Parks and Recreation Board Secretary (non-voting)	Part-time	1	Non-Exempt				100%								\$1,200.00	





STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 - OR – 009**

**AN ORDINANCE AMENDING CHAPTER 52 OF THE TOWN OF SELLERSBURG'S CODE OF ORDINANCES.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this "Council") is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to modify and amend its ordinances and at the recommendation of the Town Manager, this Council now desires to amend Chapter 52 of the Town of Sellersburg's Code of Ordinances.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following addition to Chapter 52 – Town of Sellersburg's Codification of Ordinances:

1. 52.02 – Adjustments For The Filling Up Of Swimming Pools With Water.

A. Any wastewater customer (the "Customer") of the Town of Sellersburg, Indiana may rent a garden hose meter from the Town's Billing Office for a 72-hour time frame to track the amount of gallons used when filling their swimming pool that will ultimately by-pass the wastewater treatment system of the Town.

B. Process:

(1) The wastewater customer shall visit Town's Billing Office and execute a rental agreement, which is incorporated herewith, for a garden hose meter from the Town free of charge.

(2) The Customer shall return the meter within 72 hours and is responsible for the full replacement cost of the meter should it be returned in an inoperable manner.

(3) Failure to return the meter within 72 hours will result in a \$50 per day late

fee for the first two (2) days after the expiration of the 72 hour and \$100 per day late fee thereafter to be paid immediately.

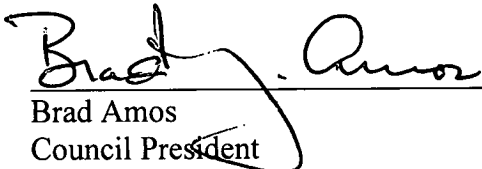
(4) The water usage indicated on the meter upon its return will be calculated and applied as a wastewater adjustment on the next available billing cycle.

C. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council and the late fees will go into effect upon the thirty (30) publication requirement.

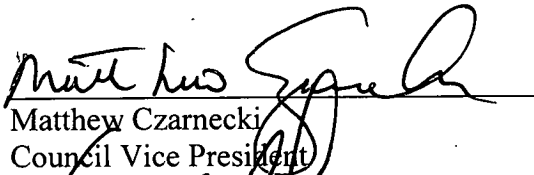
So Ordained this 8<sup>th</sup> day of June, 2020

“Aye”

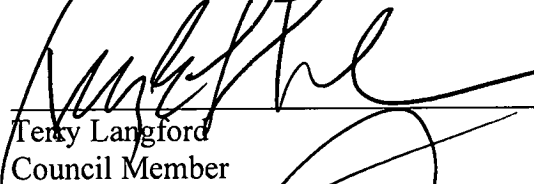
“Nay”

  
Brad Amos  
Council President

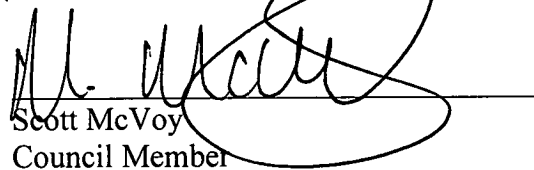
\_\_\_\_\_  
Brad Amos  
Council President

  
Matthew Czarnecki  
Council Vice President

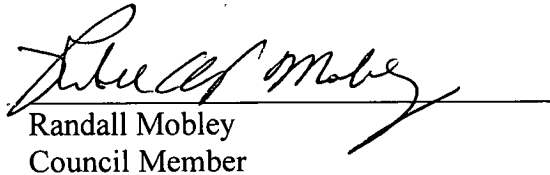
\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

  
Terry Langford  
Council Member


\_\_\_\_\_  
Terry Langford  
Council Member

  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: June 8, 2020

MOTION: M<sup>o</sup> Voy

SECOND: Czarnicki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: June 8, 2020

MOTION: M<sup>o</sup> Voy

SECOND: Mohly

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 010**

**AN ORDINANCE AMENDING THE 2020 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, this Council is charged with the responsibility of adopting a salary ordinance; and,

**WHEREAS**, this Council now desires to amend the 2020 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries, including amendments, and the respective funds from which to pay said salaries for the calendar year 2020:

1. See Exhibit A attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 22 day of June, 2020

*[Signature page to follow]*

“Aye”

“Nay”

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 6/22/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 6/22/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN







STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 011**

**AN ORDINANCE REGULATING TRAFFIC CONTROL AT THE INTERSECTION OF  
ADKINS COURT AND N. FERN STREET.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-2, a local authority may adopt by ordinance additional traffic regulations with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-3, a local authority may regulate speed limits and traffic controls with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, this Council now desires to regulate certain traffic controls at the intersection of Adkins Ct. and N. Fern Street.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. The intersection of Adkins Ct. and N. Fern Street shall now be a three (3) way stop and this Council authorizes the Town Manager to cause to have the necessary stop signs installed in public right-a-way pursuant to code and INDOT standards where appropriate.

2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 13 day of July, 2020

“Aye”

“Nay”

Absent  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Absent  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

[Signature]  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

[Signature]  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

[Signature]  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

[Signature] →

FIRST READING

DATE: 6/22/2020

MOTION: Czarnecki

SECOND: Lanofford

VOTE: 4 AYE 1 NAY 0 ABSTAIN  
*mevay*

SECOND READING

DATE: 7/13/2020

MOTION: Melby

SECOND: Lanofford

VOTE: 3 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2020 – OR – 012

AN ORDINANCE AMENDING CHAPTER 52 (WATER) OF THE TOWN OF SELLERSBURG'S CODIFICATION OF ORDINANCES.

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this "Council") is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, the water system for the Town of Sellersburg, Indiana requires regular maintenance and upkeep; and,

**WHEREAS**, per the recommendation of the Town Manager, certain current fees and procedures should be modified to allow the Town of Sellersburg to better efficiently run and maintain its water system.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the follow amendments to Chapter 52 – Water of the Town's Codification of Ordinances:

1. Section 52.21 shall be amended with the following language:

52.21 – CONNECTION CHARGES/FEES

The applicant shall pay a charge to cover the costs of excavating and tapping the main; furnishing and installing service pipe from the main to the lot line; furnishing and installing corporation and stop cocks; and furnishing and installing meter cock (if outside), yoke and meter. The fees are as follows:

- (i) ¾" inch meter tap shall be \$1,300.
  - (ii) 1" inch meter tap shall be \$1,500.
  - (iii) **Any meter larger than 1" inch tap shall be \$4,500.**
2. All other sections and parts of Chapter 52 Water have not been modified in any way by this Ordinance and remain in full force and effect.
  3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council and after proper noticing requirements have been met.

So Ordained this 13 day of July, 2020

"Aye"

"Nay"

Absent

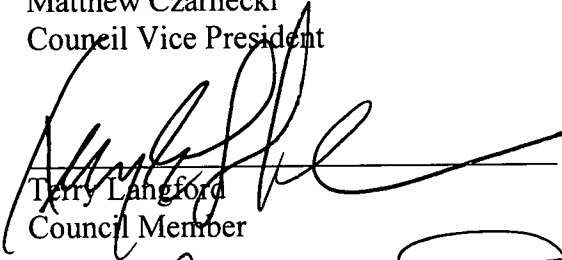
Brad Amos  
Council President

Brad Amos  
Council President

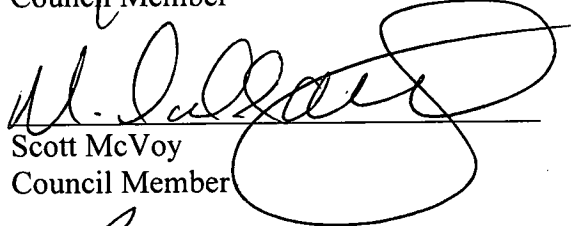
Absent

Matthew Czarnecki  
Council Vice President

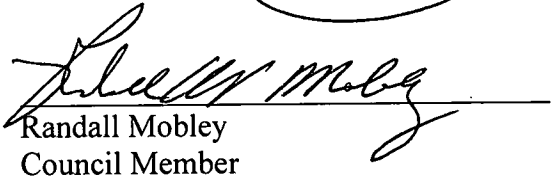
Matthew Czarnecki  
Council Vice President

  
Terry Langford  
Council Member

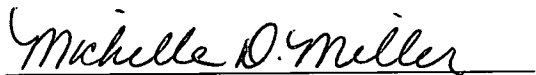
Terry Langford  
Council Member

  
Scott McVoy  
Council Member

Scott McVoy  
Council Member

  
Randall Mobley  
Council Member

Randall Mobley  
Council Member

  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 7/13/2020

MOTION: Langford

SECOND: Mobley

VOTE: 3 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 7/13/2020

MOTION: Mobley

SECOND: Langford

VOTE: 3 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 013**

**AN ORDINANCE TRANSFERRING CERTAIN FUNDS**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to transfer funds for the needs of the Town.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the following funds be transferred:

<u>Amount</u>	<u>From</u>	<u>To</u>
\$5,000.00	101003314 (TC Consulting Services)	101003114 (TC Admin Insurance)
\$5,000.00	101003314 (TC Consulting Services)	101003441 (TC Office/Computer)

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 13 day of July, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Absent

Brad Amos  
Council President

Brad Amos  
Council President

Absent

Matthew Czarnecki  
Council Vice President

Matthew Czarnecki  
Council Vice President

Terry Langford  
Council Member

Terry Langford  
Council Member

Scott McVoy  
Council Member

Scott McVoy  
Council Member

Randall Mobley  
Council Member

Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 7/13/2020

MOTION: Langford

SECOND: Mobley

VOTE: 3 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 7/13/2020

MOTION: Langford

SECOND: Mobley

VOTE: 3 AYE 0 NAY 0 ABSTAIN

**ORDINANCE NO. 2020-OR-014**

**AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION AND INSTALLATION BY THE TOWN OF SELLERSBURG, INDIANA, OF CERTAIN EXTENSIONS, REPAIRS, AND IMPROVEMENTS TO THE TOWN'S SEWAGE WORKS UTILITY, THE ISSUANCE AND SALE OF REVENUE BONDS AND BANS TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF, AND THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS AND OTHER RELATED MATTERS**

WHEREAS, the Town of Sellersburg, Indiana (the "Town"), has heretofore established and constructed and currently owns and operates a sewage works utility by and through its Town Council, acting in its capacity as the Town's Works Board (the "Board"), to furnish the public sewage works to the Town and its inhabitants (the "Sewage Works"), pursuant to the provisions of Indiana Code 36-9-23, as amended (the "Act"); and

WHEREAS, the Town Council hereby finds that certain extensions and improvements of the Sewage Works are necessary; and Jacobi, Toombs & Lanz, Inc., the consulting engineers employed by the Town (the "Consulting Engineers"), have prepared and filed plans, specifications, and detailed descriptions and estimates of the costs of the necessary extensions, repairs, and improvements of the Sewage Works, which plans, specifications, descriptions and estimates, to the extent required by law, have been duly submitted to and approved or will be approved by all governmental authorities having jurisdiction thereover (the improvements, repairs, and extensions to the Sewage Works as described in such engineers' plans and specifications and below as set forth in Exhibit A (and as more fully set forth in the Financial Assistance Agreement (as hereinafter defined), and any amendment thereto, attached hereto and made a part hereof) are referred to herein as the "Project"); and

WHEREAS, this Town Council further finds that the estimates prepared and delivered by the Consulting Engineers with respect to the costs of acquisition and construction of such improvements and extensions to the Sewage Works, and including all authorized expenses relating thereto, including the costs of issuance of bonds on account of the financing of all or a portion thereof, will be in the aggregate amount not to exceed Thirty Million Dollars (\$30,000,000), to be financed by a combination of any grants and the issuance of revenue bonds in an amount not to exceed Thirty Million Dollars (\$30,000,000) and the issuance of bond anticipation notes in an amount not to exceed Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000); and

WHEREAS, this Town Council hereby finds that to provide funds necessary to pay for the costs of the Project for which other funding is not available, it will be necessary for the Town to issue sewage works revenue bonds, in one or more series (the "Bonds"), in an amount not to exceed Thirty Million Dollars (\$30,000,000) and, if necessary, bond anticipation notes (the "BANs") in an amount not to exceed Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000); and

WHEREAS, the Town desires to authorize the issuance of sewage works revenue bonds hereunder payable from the Net Revenues (as hereinafter defined) of the Sewage Works, and BANs, if necessary, payable from proceeds of such sewage works revenue bonds, issued to finance



the aforementioned costs of the Project, and to authorize the refunding of said BANs, if issued; and

WHEREAS, this Town Council consequently seeks to authorize the issuance of the Bonds and the BANs to finance the costs of the acquisition and construction of the Project pursuant to the Act and the sale of such revenue bonds at public sale pursuant to the provisions of Indiana Code 5-1-11, or to the Authority (as defined below) as set forth below, pursuant to the provisions of the Act, subject to and dependent upon the terms and conditions hereinafter set forth; and

WHEREAS, the Town Council finds that there are certain outstanding bonds of the sewage works designated "Town of Sellersburg, Indiana Sewage Works Revenue Bonds of 2009" dated June 16, 2009 issued pursuant to the Town's Amended and Restated Ordinance No. 2003-07 (the "2003 Ordinance") and amended by Ordinance No 2009-016 (the "2009 Ordinance") presently outstanding in the amount of Three Hundred Thirty-Five Thousand Dollars (\$335,000) (the "2009 Bonds"); and

WHEREAS, other than the 2009 Bonds, the Town has no outstanding bonds payable from the Net Revenues of the Sewage Works; and

WHEREAS, Section 5 of the 2009 Ordinance, which amended and restated Section 17 of the 2003 Ordinance, authorize the issuance of additional revenue bonds ranking on a parity basis with the 2009 Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Sewage Works, provided that certain conditions are met; and

WHEREAS, this Town Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of sewage works revenue bonds, on a parity basis with the 2009 Bonds, and BANs, if necessary; to provide the necessary funds to be applied to the costs of the Project and all authorized costs relating thereto, have been complied with in accordance with the provisions of the Act and Indiana Code 5-1-14-5 (together with IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10); and

WHEREAS, the Town may enter into a Financial Assistance Agreement (substantially in the form of Exhibit B attached hereto and made a part hereof) with the Indiana Finance Authority (the "Authority") as part of its wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 ("WWSRF Program"), pertaining to the Project and the financing of the Project ("Financial Assistance Agreement") if any BANs or Bonds are sold to the Authority as part of its WWSRF Program; and

WHEREAS, the Town may accept other forms of financial assistance, as and if available, from the WWSRF Program;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA, AS FOLLOWS:

Section 1. Acquisition and Construction of the Project. The Town, acting by and through the Board and as the owner and operator of the Sewage Works for the furnishing of the sewage works to the Town and its inhabitants, hereby orders, authorizes and directs the Board to acquire any and all necessary property and to proceed with the acquisition, development and construction of improvements and extensions to the Sewage Works, pursuant to the Act and in accordance with the plans, specifications and cost estimates heretofore prepared and filed with the Board by the Consulting Engineers, which plans, specifications and cost estimates are hereby adopted and approved and, by reference, incorporated fully into this Ordinance, and two copies of which are

now on file in the office of the Clerk-Treasurer of the Town (the "Clerk-Treasurer") and are open for public inspection. The actions of the Board in connection with the acquisition of any and all necessary property and the construction and financing of such improvements and extensions to the Sewage Works are hereby authorized, approved, ratified and confirmed.

Where used in this Ordinance, the term "Town" shall be construed also to include any department, board, commission or officer or officers of the Town or of any Town department, board or commission. The terms "Sewage Works," "sewage works" "works" and similar terms used in this Ordinance shall be construed to mean the Treatment Works, as may be defined in the Financial Assistance Agreement, and shall include the existing structures and property of the Sewage Works and all enlargements, improvements, extensions and additions thereto, and replacements and repairs thereof, now or subsequently constructed or acquired, whether from the proceeds of the bonds authorized herein or otherwise. Such improvements and extensions shall be constructed and the Bonds herein authorized shall be issued pursuant to the provisions of this Ordinance and the Act.

Section 2. Description of the Project. The Project is more particularly described in Exhibit A attached hereto and made a part hereof. The Town shall proceed with the acquisition, construction and installation of the Project and shall enter into all contracts necessary or appropriate for such purpose, in conformity with and subject to the requirements and conditions set forth in this Ordinance and in the Act.

Section 3. The BANs and the Bonds.

(a) The Town may issue, if necessary, bond anticipation notes (the "BANs") for the purpose of procuring interim financing to pay certain costs of the Project, and, if deemed appropriate, the costs of issuance of the BANs. The Town may issue the BANs in one or more series, in an aggregate principal amount not to exceed Two Million Nine Hundred Fifty Thousand Dollars (\$2,950,000), to be designated "Sewage Works Revenue Bond Anticipation Notes, Series 2020" (with such further or different series designation as may be necessary or appropriate) on a subordinate basis to the 2009 Bonds. The BANs shall be lettered and numbered consecutively from R-1 and upward, and shall be in authorized denominations of \$1,000 or more (or such higher denominations as the Clerk-Treasurer shall determine prior to the sale of the BANs) (or if purchased by the Authority, in \$1.00 denominations). The BANs shall be dated as of the date of delivery thereof and shall bear interest at a rate not to exceed four percent (4%) per annum (the exact rate or rates to be determined by bidding or through negotiations with the purchasers of the BANs) payable upon maturity. Each series of BANs will mature no later than three (3) years after their date of delivery, unless determined otherwise by the Clerk-Treasurer with the advice of the Town's Municipal Advisor (as defined below). The BANs are subject to renewal or extension at an interest rate or rates not to exceed four percent (4%) per annum (the exact rate or rates to be determined by bidding or negotiation). The term of any renewal BANs may not exceed five (5) years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

The BANs shall be issued pursuant to IC 5-1-14-5, as amended, and may be sold to a financial institution or any other purchaser, including the WWSRF Program. The BANs shall be sold at a price not less than ninety-nine percent (99%) of the principal amount thereof. The principal of the BANs shall be refunded and retired out of the proceeds from the issuance and sale hereunder of the Bonds. The interest on the BANs shall be payable semi-annually on a subordinate

basis to the 2009 Bonds either from the Net Revenues of the Sewage Works or from proceeds from the issuance and sale hereunder of the Bonds. The President of the Town Council (the "Town Council President") and the Clerk-Treasurer are hereby authorized and directed to execute a BAN Purchase Agreement in such form or substance as they shall approve acting upon the advice of counsel and Frost Brown Todd LLC, as bond counsel. The BANs may be made redeemable at the option of the Town, in whole or in part, on dates and with premiums, if any, and subject to any other terms as determined by the Clerk-Treasurer with the advice of the Municipal Advisor, prior to the sale of the BANs. In the case of prepayment, the principal and accrued interest due on the BANs shall be paid only from proceeds of the Bonds, except that such principal and interest due on the BANs may also be paid from other revenues and funds legally available therefor; provided, however, that such other funds are not pledged to the payment of the BANs. The Town Council President and the Clerk-Treasurer may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith. Unless otherwise indicated by the context, references herein to the Bonds shall also apply to the BANs.

Notwithstanding any other provision of this Ordinance, if the BANs are sold to a purchaser that so agrees, the Town may receive payment for the BANs in installments, and principal shall not be payable and interest shall not accrue on the BANs until such principal amount has been advanced pursuant to requests made by the Town to such purchaser. In the event that the total principal amount of the BANs sold to such purchaser is not advanced to the Town, the principal amount of the BANs shall be reduced accordingly.

It shall not be necessary for the Town to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BAN or BANs.

(b) In accordance with the Act and for the purpose of providing funds with which to pay the costs of the Project, and refunding the BANs, if issued, together with authorized expenses relating thereto including the costs of issuance of the Bonds, the Town shall issue and sell its sewage works revenue bonds, in one or more series, in the aggregate principal amount not to exceed Thirty Million Dollars (\$30,000,000). The principal of, redemption premium, if any, and interest on the Bonds shall be payable solely out of the Sinking Fund referred to below, on a parity basis with the 2009 Bonds (if such 2009 Bonds are outstanding at the time of issuance of the Bonds).

The Bonds shall be designated as the "Town of Sellersburg, Indiana, Sewage Works Revenue Bonds, Series 20\_\_" (with such further or different series designation as may be necessary or appropriate) and shall be issued in an aggregate principal amount not to exceed Thirty Million Dollars (\$30,000,000) on parity with the 2009 Bonds. The Bonds shall be issued as fully registered bonds in the denomination of One Dollar (\$1) each if sold to the Authority as part of the WWSRF Program and in the denomination of One Thousand Dollars (\$1,000) each (or such higher minimum denominations as the Clerk-Treasurer shall determine prior to the sale of the Bonds) if sold to another purchaser, and any integral multiple thereof not exceeding the aggregate principal amount of the Bonds maturing in any one year, shall be numbered consecutively from \_\_R-1 upward and shall bear interest at a rate not to exceed five percent (5%) per annum if sold to the Authority as a part of the WWSRF Program, or shall bear interest at a rate or rates not exceeding

five percent (5%) per annum if sold to any other purchaser (the exact rate or rates to be determined by negotiation with the WWSRF Program, or by bidding, as the case may be). Interest on the Bonds shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year (or on the basis of a three hundred sixty-five (365) day year, if required by the purchaser of the Bonds) and shall be payable semiannually on January 1 and July 1 in each year (each an "Interest Payment Date"), commencing no earlier than the first January or July following the Bond closing (with the first Interest Payment Date to be certified by the Clerk-Treasurer in the Clerk-Treasurer's Certificate (as hereinafter defined)), until principal is fully paid. The principal of the Bonds shall mature semiannually on January 1 and July 1 of each year beginning no earlier than the first January or July following the Bond closing, and ending no later than thirty-five (35) years from the dated date of the Bonds. The final principal payment schedule for the Bonds shall be set forth in the Clerk-Treasurer's Certificate prior to the sale of the Bonds; provided, however, that any Bonds sold to the Authority as part of its WWSRF Program shall mature semi-annually on January 1 and July 1, or be subject to mandatory sinking fund redemption on January 1 and July 1, over a period ending no later than thirty-five (35) years after substantial completion of the Project (as determined under the Financial Assistance Agreement), and in such amounts as will allow the Town to meet the coverage and/or amortization requirements of the WWSRF Program, with such debt service schedules to be finalized and set forth in the Financial Assistance Agreement.

The BANs and the Bonds shall bear an original issue date which shall be the date of issuance of the BANs and the Bonds, and each BAN and Bond shall also bear the date of its authentication. Any BAN or Bond authenticated on or before the fifteenth day of the calendar month immediately preceding the first Interest Payment Date shall pay interest from its original issue date; provided, however, that interest on any BANs or Bonds sold to the Authority as part of its WWSRF Program shall be payable from the date or dates of payment made by the Authority as part of its purchase of the Bonds pursuant to the Financial Assistance Agreement. Any BAN or Bond authenticated thereafter shall pay interest from the Interest Payment Date next preceding the date of authentication of such BAN or Bond to which interest thereon has been paid or duly provided for, unless such BAN or Bond is authenticated after the day which is the fifteenth day of the calendar month immediately preceding an Interest Payment Date and on or before such Interest Payment Date, in which case interest thereon shall be paid from such Interest Payment Date.

The Clerk-Treasurer is hereby authorized to contract with a qualified financial institution to serve as registrar and paying agent for the BANs and the Bonds (the "Registrar" and the "Paying Agent" and, in both such capacities, the "Registrar and Paying Agent"). The Registrar and Paying Agent shall be charged with and shall by appropriate agreement undertake the performance of all of the duties and responsibilities customarily associated with each such position, including without limitation the authentication of the BANs and the Bonds. The Clerk-Treasurer is authorized and directed to enter into such agreements and understandings with the Registrar and Paying Agent and any subsequent Registrar and Paying Agent as will enable and facilitate the performance of its duties and responsibilities, and is authorized and directed to pay such fees as the Registrar and Paying Agent may reasonably charge for its services in such capacity, and such fees may be paid from the Sinking Fund created by this Ordinance.

If the BANs and the Bonds are registered in the name of any purchaser that does not object to such designation, the Clerk-Treasurer shall be designated as the Registrar and Paying Agent and

shall be charged with the performance of all of the duties and responsibilities of Registrar and Paying Agent.

The Registrar and Paying Agent, if not the Clerk-Treasurer, may at any time resign as Registrar and Paying Agent upon giving thirty (30) days' notice in writing to the Town and by first-class mail to each registered owner of the BANs and the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Town. Any such notice to the Town may be served personally or sent by certified mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the Town, in which event the Town may appoint a successor Registrar and Paying Agent. The Town shall notify each registered owner of BANs and Bonds then outstanding by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of the BANs and the Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar. Any predecessor Registrar and Paying Agent shall deliver all of the BANs and the Bonds and cash in its possession with respect thereto, together with the registration books, to the successor Registrar and Paying Agent. The Clerk-Treasurer is hereby authorized to act on behalf of the Town with regard to any of the aforementioned actions of the Town relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent.

If the BANs or Bonds are sold to the Authority as part of its WWSRF Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority as part of its WWSRF Program is the owner of the BANs or Bonds, such BANs or Bonds shall be presented for payment as directed by the Authority.

If the BANs or Bonds are not sold to the Authority as part of its WWSRF Program or if wire transfer payment is not required, principal of and any redemption premium on the BANs or the Bonds shall be payable at the principal office of the Paying Agent. Interest on the BANs and the Bonds shall be paid by check or draft mailed or delivered by the Paying Agent to the registered owner thereof at the address as it appears on the registration books kept by the Registrar as of the fifteenth (15<sup>th</sup>) day of the month immediately preceding the Interest Payment Date or at such other address as may be provided to the Paying Agent in writing by such registered owner. All payments on the BANs and Bonds shall be made in any coin or currency of the United States of America which, on the dates of such payments, shall be legal tender for the payment of public or private debt.

Each BAN and Bond shall be transferable or exchangeable only on the books of the Town maintained for such purpose at the principal corporate trust office of the Registrar, by the registered owner thereof in person, or by his or her attorney duly authorized in writing, upon surrender of such BAN or Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new fully registered BAN/Bond or BANs/Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. Each BAN and Bond may be transferred or exchanged without cost to the registered owner, except for any tax or other governmental charge which may be required to be paid with respect to such transfer or exchange.

The Registrar shall not be obligated to make any transfer or exchange of any BAN or Bond (i) during the fifteen (15) days immediately preceding an Interest Payment Date or (ii) after the mailing of notice calling such BAN or Bond for redemption. The Town, the Registrar and the Paying Agent may treat and consider the person in whose name any BAN or Bond is registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof, and redemption premium, if any, and interest thereon.

In the event any BAN or Bond is mutilated, lost, stolen or destroyed, the Town may cause to be executed and the Registrar may authenticate a new BAN or Bond of like date, maturity and denomination as the mutilated, lost, stolen or destroyed BAN or Bond, which new BAN or Bond shall be marked in a manner to distinguish it from the BAN or Bond for which it was issued; provided, that in the case of any mutilated BAN or Bond, such mutilated BAN or Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed BAN or Bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Town and the Registrar, together with indemnity satisfactory to them. In the event that any such mutilated, lost, stolen or destroyed BAN or Bond shall have matured or been called for redemption, instead of causing to be issued a duplicate BAN or Bond, the Registrar and Paying Agent may pay the same upon surrender of the mutilated BAN or Bond or upon satisfactory indemnity and proof of loss, theft or destruction in the case of a lost, stolen or destroyed BAN or Bond. The Town and the Registrar and Paying Agent may charge the owner of any such BAN or Bond with their reasonable fees and expenses in connection with the above. Every substitute BAN or Bond issued by reason of any BAN or Bond being lost, stolen or destroyed shall, with respect to such BAN or Bond, constitute a substitute contractual obligation of the Town pursuant to this Ordinance, whether or not the lost, stolen or destroyed BAN or Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other BANs or Bonds duly issued hereunder.

In the event that any BAN or Bond is not presented for payment or redemption on the date established therefor, the Town may deposit in trust with the Paying Agent an amount sufficient to pay such BAN or Bond or the redemption price thereof, as appropriate, and thereafter the owner of such BAN or Bond shall look only to the funds so deposited in trust with the Paying Agent for payment, and the Town shall have no further obligation or liability with respect thereto.

Notwithstanding anything contained herein, the Town may accept any other forms of financial assistance, as and if available, from the WWSRF Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any BAN or Bond related provision otherwise provided for herein or as a supplement or addition thereto). If required by the WWSRF Program to be eligible for such financial assistance, one or more of the series of the BANs or Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest (or both) on such series of BANs or Bonds is junior and subordinate to the payment of the principal of and interest on other series of BANs or Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of BANs or Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the BANs or Bonds of each series of BANs or Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

Section 4. Optional Redemption of the Bonds and BANs; Term Bonds. The Bonds shall be subject to redemption at the option of the Town, in whole or in part (and if in part, in authorized denominations and in order of maturity determined by the Town and by lot within any such maturity or maturities in such manner as may be designated by the Registrar), at times to be determined by the Clerk-Treasurer with the advice of Baker Tilly Municipal Advisors, LLC, the municipal advisor of the Town (the "Municipal Advisor") and set forth in the Clerk-Treasurer's Certificate; provided, that Bonds sold to the Authority as part of its WWSRF Program shall be redeemable not sooner than ten (10) years after their date of delivery and in inverse order of maturity; provided, further, that if the Bonds are sold to the WWSRF Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the Town unless and until consented to by the Authority. Written notice of redemption shall be provided at least thirty (30) days in advance to the registered owner or owners of the Bonds to be redeemed, at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest on the Bonds so redeemed to the redemption date, and at a premium, if any, to be determined by the Clerk-Treasurer with the advice of the Municipal Advisor and set forth in the Clerk-Treasurer's Certificate, not in excess of one percent (1%) of the par amount of the Bonds to be redeemed or consistent with the terms of the WWSRF Program; provided, however, that such notice shall be provided at least sixty (60) days in advance if the Bonds are sold to the Authority as part of its WWSRF Program, to the registered owner as shown on the registration record of the Town as of the date which is sixty-five (65) days prior to the redemption date for such Bonds.

The BANs shall be subject to redemption at the option of the Town, in whole or in part (and if in part, in authorized denominations and in order of maturity determined by the Town and by lot within any such maturity or maturities in such manner as may be designated by the Registrar), at times one hundred and fifty (150) days after the dated date of the BANs, to be determined by the Clerk-Treasurer with the advice of the Municipal Advisor and set forth in the Clerk-Treasurer's Certificate; provided, that if the BANs are sold to the WWSRF Program and registered in the name of the Authority, the BANs shall not be redeemable at the option of the Town unless and until consented to by the Authority. Written notice of redemption shall be provided at least twenty (20) days in advance to the registered owner or owners of the BANs to be redeemed, at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest on the BANs so redeemed to the redemption date, and at a premium, if any, to be determined by the Clerk-Treasurer with the advice of the Municipal Advisor and set forth in the Clerk-Treasurer's Certificate.

Official notice of such redemption shall be mailed by the Registrar and Paying Agent by certified or registered mail at least thirty (30) days (or sixty (60) days if the Bonds are sold to the Authority as part of its WWSRF Program) prior to the scheduled redemption date to each of the registered owners of the Bonds or BANs called for redemption (unless waived by any such registered owner) at the address shown on the registration books of the Registrar and Paying Agent, or at such other address as is furnished in writing by such registered owner to the Registrar; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond or BAN shall not affect the validity of the proceedings for the redemption of any other Bonds or BANs. The notice shall specify the redemption price, the date and place of redemption, and the registration numbers (and, in case of partial redemption, the respective principal amounts) of the Bonds or BANs called for redemption. The place of redemption may be at the principal corporate trust office of the Registrar and Paying Agent or as otherwise determined by the Town.

Interest on the Bonds or BANs (or portions thereof) so called for redemption shall cease to accrue on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the redemption date and when such Bonds or BANs (or portions thereof) are presented for payment. Any Bond or BAN redeemed in part may be exchanged for a Bond or Bonds of the same maturity in authorized denominations equal to the remaining principal amount thereof.

Upon the payment of the redemption price of the Bonds or BANs (or portions thereof) being redeemed and if so directed by the Town, each check or other transfer of funds issued for such purpose shall bear the CUSIP number, if any, identifying, by issue and maturity, the Bonds (or portions thereof) being redeemed with the proceeds of such check or other transfer.

As determined by the successful bidder for the Bonds or BANs, all or a portion of the Bonds or BANs may be aggregated into one or more term bonds payable from mandatory sinking fund redemption payments (the "Term Bonds") required to be made as set forth below. The Term Bonds shall have a stated maturity or maturities on January 1 and July 1 in the years determined by the winning bidder as set forth in the certificate of the Town concerning the award of the Bonds (the "Award Certificate").

In the event that the winning bidder opts to aggregate certain Bonds or BANs into Term Bonds, such Term Bonds shall be subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date, but without premium, on the first day of January and July of each year and in the principal amount all as set forth in the Award Certificate if the Bonds or BANs are sold by public sale.

The Registrar shall credit against any mandatory sinking fund redemption requirement for a Term Bond of a particular maturity, any Bonds of such maturity purchased for cancellation by the Town and canceled by the Registrar and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each Bond or BAN so purchased shall be credited by the Registrar at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund redemption requirements for the applicable Term Bond in inverse order of mandatory sinking fund redemption (or final maturity) dates, and the principal amount of such Term Bond to be redeemed on such mandatory sinking fund redemption dates by operation of the mandatory sinking fund requirements shall be reduced accordingly.

The Registrar shall determine by lot (treating each minimum authorized denomination of each Bond as a separate Bond for such purpose) the Bonds or BANs within a Term Bond of a particular maturity to be redeemed pursuant to mandatory sinking fund redemption requirements on the first day of the calendar month selected by the Clerk-Treasurer of each year.

Notice of any such mandatory sinking fund redemption shall be given in the manner provided in this Section 4 of this Ordinance.

Section 5. Execution and Authentication of the Bonds and BANs. The BANs and Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Town Council President and attested by the manual or facsimile signature of the Clerk-Treasurer, who shall cause the seal, if any, of the Town or a facsimile thereof to be affixed to each of the BANs and Bonds. The BAN and Bonds shall be authenticated by the manual signature of the Registrar, and no BAN or Bond shall be valid or become obligatory for any purpose until the certificate of



authentication thereon has been so executed. In case any official whose signature appears on any BAN or Bond shall cease to be such official before the delivery of such BAN or Bond, the signature of such official shall nevertheless be valid and sufficient for all purposes, the same as if such official had been in office at the time of such delivery. Subject to the provisions of this Ordinance regarding the registration of the BANs and Bonds, the BANs and Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

The Bonds may, in compliance with all applicable laws, be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Town from time to time (the "Clearing Agency"). The Town and Registrar may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form Bonds.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, (1) any such Bond may be registered upon the books kept by the Registrar in the name of such Clearing Agency, or any nominee thereof, including CEDE & Co., as nominee of the Depository Trust Company; (2) the Clearing Agency in whose name such Bond is so registered shall be, and the Town and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such Bond for all purposes of this Ordinance, including, without limitation, the receiving of payment of the principal of, premium, if any, on and interest on such Bond, the receiving of notice and the giving of consent; (3) neither the Town nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal, premium, if any, or interest on any Bonds, the receiving of notice or the giving of consent; (4) the Clearing Agency is not required to present any Bond called for partial redemption prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption; and (5) notwithstanding anything in this Ordinance to the contrary, payment of the principal of and interest on the Bonds may be made by wire transfer or other method acceptable to the Clearing Agency, as indicated in the Clerk-Treasurer's Certificate.

If either (i) the Town receives notice from the Clearing Agency which is currently the registered owner of the Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the Bonds, or (ii) the Town elects to discontinue its use of such Clearing Agency as a Clearing Agency for the Bonds, then the Town and Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the Bonds and to transfer the ownership of each of the Bonds to such person or persons, including any other Clearing Agency, as the holder of the Bonds may direct in accordance with this Ordinance. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the Bonds, shall be paid by the Town.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar and Paying Agent shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owners of the Bonds as of a record date selected by the Registrar and Paying Agent. For purposes of determining whether the consent, advice, direction or demand of a Registered Owner of the Bond has been obtained, the Registrar or Paying Agent shall be entitled to treat the beneficial owners of the Bonds as the Bondholders.

During any time that the Bonds are held in book-entry form on the books of a Clearing Agency, the Clerk-Treasurer and/or the Registrar are authorized to enter into a Letter of Representations agreement with the Clearing Agency, and the provisions of any such Letter of Representations or any successor agreement shall control on the matters set forth herein.

Section 6. Security and Sources of Payment for the Bonds and BANs. The Bonds and BANs, as and to the extent paid for and delivered to the purchaser thereof, together with any other bonds issued on a parity therewith (to be referred to hereinafter collectively as the "bonds," unless the context otherwise requires), as to both principal and interest (as to the interest portion only for the BANs), shall be valid and binding special revenue obligations of the Town, payable solely from and secured by an irrevocable pledge of and constituting a charge upon all of the Net Revenues (herein defined as gross revenues of the Sewage Works, including System Development Charges (as hereafter defined), of the Town remaining after the payment of the reasonable expenses of operation, repair and maintenance excluding transfers from payment in lieu of property taxes) derived from the Sewage Works, on a parity with the 2009 Bonds (if such 2009 Bonds are outstanding at the time of issuance of the Bonds), including all such net revenues from the existing works, the Project and all additions and improvements thereto and replacements thereof subsequently constructed or acquired, to be set aside into the Sinking Fund as herein provided. For purposes of this Ordinance, "System Development Charges" shall mean the proceeds and balances from any System Development Charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this Ordinance. The Town shall not be obligated to pay the Bonds or BANs or the interest thereon except from the Net Revenues of the Sewage Works, and the Bonds or BANs shall not constitute an indebtedness of the Town within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 7. Form of the Bonds or BANs. The form and tenor of the Bonds shall be substantially as follows (with all blanks to be properly completed prior to the preparation of the Bonds):

[Form of Bond]

UNITED STATES OF AMERICA  
STATE OF INDIANA, COUNTY OF CLARK  
TOWN OF SELLERSBURG, INDIANA  
SEWAGE WORKS REVENUE BOND, SERIES 20\_\_

No. \_\_R-1

Interest Rate	Maturity Date	Original Date	Authentication Date
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%

Registered Owner:

Principal Amount:

The Town of Sellersburg (the "Town"), in Clark County, State of Indiana, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, solely out of the special revenue fund hereinafter referred to, the Principal Amount specified above, [or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,] on [the Maturity Date specified above] **OR** [January or July 1 in the years and in the amounts as set forth on Schedule A attached hereto] (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest thereon until the Principal Amount is fully paid at the Interest Rate per annum specified above from [the dates of payment made on this Bond] **OR** [the interest payment date to which interest has been paid or duly provided for next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment date, in which case it shall bear interest from such interest payment date, and unless this bond is authenticated on or before \_\_\_\_\_ 15, 20\_\_\_\_, in which case it shall bear interest from the Original Date, which interest is payable] commencing on \_\_\_\_\_ 1, 20\_\_\_\_, and semiannually on each January 1 and July 1 until maturity. Interest shall be calculated on the basis of twelve (12) thirty day months for a three hundred sixty (360) day year.

[The principal of and premium, if any, on this bond are payable at the office of the Clerk-Treasurer of the Town, acting as registrar and paying agent, or of any successor registrar and paying agent appointed under the Ordinance defined and described herein (the "Registrar" and the "Paying Agent").] [Principal and] Interest hereon will be paid by [cash or draft mailed or delivered] **OR** [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority (the "Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the Registered Owner hereof at the address as it appears on the registration books of the Registrar as of the fifteenth day of the month immediately preceding the applicable interest payment date or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Notwithstanding the foregoing, if payment of principal and interest is to be made to a depository, payment shall be made by wire transfer on the payment date in same day funds. All payments on this bond shall be made in any coin or currency of the United States of America which, on the dates of such payments, shall be legal tender for the payment of public and private debts.

[Notwithstanding the foregoing, if payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds.]

THE TOWN IS NOT AND SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND EXCEPT FROM THE HEREINAFTER DESCRIBED SINKING FUND, AND NEITHER THIS BOND NOR ANY OTHER BOND OF THIS ISSUE SHALL CONSTITUTE AN INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is one of an authorized issue of bonds of the Town in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) numbered    R-1, issued for the purpose of providing funds to pay the cost of certain additions, improvements and extensions to the sewage works of the Town and all expenses necessarily incurred in connection with the issuance of such bonds, as authorized by an ordinance adopted by the Town Council of the Town on the    day of \_\_\_\_\_, 20  .

entitled “An ordinance authorizing the acquisition, construction and installation by the Town of Sellersburg, Indiana, of certain extensions and improvements to the Town’s sewage works, the issuance and sale of revenue bonds to provide funds for the payment of the costs thereof, and the collection, segregation and distribution of the revenues of such sewage works and other related matters” (the “Ordinance”), and in strict compliance with the provisions of the Indiana Code, Title 8, Article 1.5, and the laws amendatory thereof and supplemental thereto (the “Act”).

This bond is issuable only in fully registered form in the denomination of [One Dollar (\$1)] [\_\_\_\_\_ Dollars (\$\_\_\_\_\_)] or any integral multiple thereof not exceeding the aggregate principal amount of the bonds of this issue maturing in any one year.

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of this issue, together with the 2009 Bonds (as defined in the Ordinance) and any bonds hereafter issued ranking on a parity therewith, are payable solely from the “Sewage Works Sinking Fund” created by the Ordinance (the “Sinking Fund”) to be provided from the Net Revenues (herein defined as gross revenues of the sewage works of the Town, inclusive of System Development Charges (as defined in the Ordinance), of the Town remaining after the payment of the reasonable expenses of [Operation and Maintenance (as defined in the Financial Assistance Agreement)] **OR** [operation, repair and maintenance of the sewage works], excluding transfers from payment in lieu of property taxes) of the sewage works of the Town, and rank on a parity basis with the 2009 Bonds.

The Town is not and shall not be obligated to pay this bond or the interest thereon except as provided and only from the sources described herein, and this bond does not and shall not constitute a corporate indebtedness of the Town within the meaning of the provisions and limitations of the constitution of the State of Indiana.

[Reference is hereby made to the Financial Assistance Agreement (“Financial Assistance Agreement”) between the Town and the Authority concerning certain terms and covenants pertaining to the Sewage Works project and the purchase of this Bond as part of the wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.]

The Town covenants that it shall, to the fullest extent permitted by law, establish, fix, maintain and collect reasonable and just rates and charges for the use of and the services rendered by its sewage works so that such rates and charges will provide revenues at least sufficient in each year to (a) pay all the legal and other necessary expenses of [Operation and Maintenance (as defined in the Financial Assistance Agreement,)] **OR** [operation, repair, replacements and maintenance] of the sewage works; (b) provide a sinking fund for the liquidation of bonds or other obligations, including leases; (c) provide a debt service reserve on bonds or other obligations, including leases, as required by the terms of such obligations; (d) provide adequate money for working capital; (e) provide adequate money for making extensions and replacements; (f) provide money for the payment of any taxes that may be assessed against the sewage works; and (g) comply with and satisfy all covenants contained in the Ordinance and any Financial Assistance Agreement, and that it will, in all other respects, faithfully comply with all provisions of the Act pursuant to which this bond is issued. In the event the Town shall make any default in the payment of the principal of or interest on this bond, the Registered Owner of this bond may, by action or other proceeding, compel performance of all duties required by the Act of the Town or any officer of the Town including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the sewage works, the segregation of the income and revenues of the sewage works, and the application of the revenues and the respective funds and accounts as specified in the Ordinance.

The Town further covenants that it will set aside and pay into its Sewage Works Sinking Fund a sufficient amount of the Net Revenues of the Sewage Works to meet (a) the interest on all bonds payable from the revenues of the Sewage Works, as such interest shall fall due, (b) the necessary fiscal agency charges for paying all bonds and interest, (c) the principal of all bonds payable from the revenues of the Sewage Works, and (d) an additional amount as a margin of safety to create the reserve required by the

Ordinance. Such required payments shall constitute a first lien upon all the Net Revenues of the sewage works on a parity with the 2009 Bonds (as defined in the Ordinance) and other Parity Bonds (as defined in the Ordinance).

[The bonds of this issue maturing on or after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to maturity, at the option of the Town, in whole or in part, on \_\_\_\_\_ 1, \_\_\_\_\_, or on any date thereafter, in principal amounts selected by the Town and in [inverse order of maturity] [order of maturity selected by the Town] and by lot within any such maturity or maturities by the Registrar at a redemption price equal to \_\_\_\_\_ percent (\_\_\_\_%) of the principal amount of each bond to be redeemed, plus accrued interest to the date of redemption; provided, that if the Bonds are sold to the WWSRF Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the Town unless and until consented to by the Authority.]

[The bonds maturing on \_\_\_\_\_ 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on January 1 or July 1 on the dates and in the amounts set forth below:

Date	Term Bond	Amount]
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Notice of any such redemption shall be sent by registered or certified mail to the Registered Owner of this bond not less than [thirty (30)] [sixty (60)] days prior to the date fixed for redemption, unless such notice is waived by the Registered Owner; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such bond will not affect the validity of any proceedings for redemption of any other such bonds. The notice shall specify the redemption price, the date and place of redemption, and the registration numbers (and in case of partial redemption, the respective principal amounts) of the bonds called for redemption. Interest on bonds so called for redemption shall cease to accrue on the redemption date fixed in such notice, so long as sufficient funds are available at the place of redemption to pay the redemption price on the redemption date or when presented for payment.

Prior to the date fixed for redemption, funds shall be deposited with the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds to the payment of, the bonds or portions thereof called, together with accrued interest thereon to the redemption date, and any required premium. No payment shall be made by the Paying Agent upon any bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by the Ordinance with respect to any mutilated, lost, stolen or destroyed bond.

If this bond shall have become due and payable in accordance with its terms or this bond or a portion hereof shall have been duly called for redemption or irrevocable instructions to call this bond or a portion hereof for redemption shall be given and the whole amount of the principal and the premium, if any, and interest so due and payable upon this bond or such portion hereof shall be paid, or (i) sufficient monies, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, the principal of and the interest on which when due will provide sufficient monies for such purpose, or (iii) time certificates of deposit of a bank or banks, fully secured as to both principal and interest by obligations of the kind described in (ii) above, the principal of and interest on which when due will provide sufficient monies for such purpose, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case this bond or such portion hereof shall no longer be deemed outstanding, entitled to the pledge of the Net Revenues of the sewage works or an obligation of the Town.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of

Representations between the Town and the Depository Trust Company, or any substitute agreement, affecting such Book Entry System.]

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Town may deposit in trust with the Paying Agent an amount sufficient to pay such bond or the redemption price, as appropriate, and thereafter the Registered Owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the Town shall have no further obligation or liability with respect thereto.

All bonds which have been redeemed shall be cancelled and cremated or otherwise destroyed and shall not be reissued, and a counterpart of the certificate of cremation or other destruction evidencing such cremation or other destruction shall be furnished by the Registrar to the Town; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any bond without charge to the holder thereof.

Subject to the provisions of the Ordinance regarding the registration of such bonds, this bond and all other bonds of the issue of which this bond is a part are fully negotiable instruments under the laws of the State of Indiana. This bond is transferable or exchangeable only on the books of the Town maintained for such purpose at the principal corporate trust office of the Registrar, by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or his or her attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. This bond may be transferred or exchanged without cost to the Registered Owner or his attorney duly authorized in writing, except for any tax or other governmental charge which may be required to be paid with respect to such transfer or exchange. The Registrar shall not be obligated to make any exchange or transfer of this bond (i) during the fifteen (15) days immediately preceding an interest payment date on this bond, or (ii) after the mailing of any notice calling this bond for redemption. The Town, the Registrar and the Paying Agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal hereof and the redemption premium, if any, and interest due hereon.

In the event this bond is mutilated, lost, stolen or destroyed, the Town may cause to be executed and the Registrar may authenticate a new bond of like date, maturity and denomination as this bond, which new bond shall be marked in a manner to distinguish it from this bond; provided, that in the case of this bond being mutilated, this bond shall first be surrendered to the Registrar, and in the case of this bond being lost, stolen or destroyed, there shall first be furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Town and to the Registrar, together with indemnity satisfactory to them. In the event that this bond, being mutilated, lost, stolen or destroyed, shall have matured or been called for redemption, instead of causing to be issued a duplicate bond the Registrar and Paying Agent may pay this bond upon surrender of this mutilated bond or upon satisfactory indemnity and proof of loss, theft or destruction in the event this bond is lost, stolen or destroyed. In such event, the Town and the Registrar may charge the owner of this bond with their reasonable fees and expenses in connection with the above. Every substitute bond issued by reason of this bond being lost, stolen or destroyed shall, with respect to this bond, constitute a substitute contractual obligation of the Town, whether or not this bond, being lost, stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the Ordinance, equally and proportionately with any and all other bonds duly issued thereunder.

In the manner provided in the Ordinance, the Ordinance and the rights and obligations of the Town and the owners of the bonds of this issue authorized thereunder, including this bond, may (with certain exceptions as stated in the Ordinance) be modified or amended with the consent of the owners of at least

sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of such bonds, exclusive of any such bonds which may be owned by the Town.

The bonds authorized and issued pursuant to the Ordinance, including this bond, are subject to defeasance prior to redemption or payment as provided in the Ordinance, and the owner of this bond, by the acceptance hereof, hereby agrees to all the terms and provisions contained in the Ordinance.

The Town, the Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes, and none of the Town, the Registrar or the Paying Agent shall be affected by any notice to the contrary.

This bond shall not be valid or become obligatory for any purpose or entitled to any security or benefit under the Ordinance unless and until the certificate of authentication hereon shall have been executed by a duly authorized representative of the Registrar.

The Town hereby certifies, recites and declares that all acts, conditions and things required to be done precedent to and in the preparation, execution, issuance and delivery of this bond have been done and performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Town of Sellersburg, in Clark County, State of Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of its Town Council President, and its corporate seal be hereunto affixed and attested by the manual or facsimile signature of its Clerk-Treasurer.

TOWN OF SELLERSBURG, INDIANA

By: Brad J. Amos  
President of Town Council

(Seal of the Town)

ATTEST:

Michelle D. Miller  
Clerk-Treasurer

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Town of Sellersburg, Indiana, Sewage Works Revenue Bonds, Series 20\_\_, described in the within-mentioned Ordinance.

\_\_\_\_\_, as Registrar

By: \_\_\_\_\_  
[Authorized Officer]



ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (insert name and address) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

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

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

[Exhibit A]  
[Date Principal Amount]

[End of Form of Bond]

The Town Council President and the Clerk-Treasurer are hereby authorized to determine the form of the BANs.

Section 8. Issuance, Sale and Delivery of the Bonds.

(a) Generally. The Clerk-Treasurer is hereby authorized and directed to have the Bonds or BANs prepared, and the Town Council President and the Clerk-Treasurer are each hereby authorized and directed to execute the Bonds or BANs in the form and manner herein provided. The Clerk-Treasurer is hereby authorized and directed to deliver the Bonds or BANs to the purchaser or purchasers thereof after sale made in accordance with the provisions of the Act and this Ordinance, provided that at the time of said delivery the Clerk-Treasurer shall collect the full amount which the purchaser or purchasers have agreed to pay therefor, which shall be not less than ninety-nine percent (99%) of the par amount of the Bonds or BANs, plus accrued interest thereon to the date of delivery, if any. The proceeds derived from the sale of the Bonds or BANs shall be and are hereby set aside for application to the costs of the Project, together with the expenses necessarily incurred in connection therewith including the expenses incurred in the issuance of the Bonds or BANs. The authorized officers of the Town are hereby authorized and directed to draw all

proper and necessary warrants and to do whatever other acts and things that may be necessary or appropriate to carry out the provisions of this Ordinance. The Town may receive payment for the Bonds or BANs in installments. The Bonds or BANs, as and to the extent paid for and delivered to the purchaser, shall be the binding special revenue obligations of the Town, payable out of the Net Revenues of the Sewage Works to be set aside into the Sinking Fund as provided herein.

(b) Issuance, Sale and Delivery of the Bonds or BANs.

(i) Public Sale. If the Bonds or BANs are sold by public sale, then prior to the sale of the Bonds or BANs, the Clerk-Treasurer shall cause to be published a notice of intent to sell once each week for two (2) weeks in The News and Tribune (or a newspaper circulated in the Town) and the Indianapolis Business Journal. The notice of such sale or a summary thereof may also be published in the Bond Buyer, a financial journal published in the Town and State of New York and/or in other publications, in the discretion of the Clerk-Treasurer. The notice must state that any person interested in submitting a bid for the Bonds or BANs may furnish in writing, at the address set forth in the notice, the person's name, address, and telephone number, and that any such person may also furnish a telex number. The notice must also state: (1) the amount of the Bonds or BANs to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; and (6) the time within which the name, address and telephone number must be furnished, which must not be less than seven days after the last publication of the notice. Each person so registered shall be notified of the date and time bids will be received not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by telex if the person furnishes a telex number. Such notice may also include such other information as the Clerk-Treasurer shall deem necessary. Such notice shall also provide, among other things, that each bid shall, unless waived, be accompanied by a certified or cashier's check or financial surety bond in an amount equal to one percent (1%) of the principal amount of the Bonds or BANs to guarantee performance on the part of the bidder, and that in the event the successful bidder shall fail or refuse to accept delivery of and pay for the Bonds or BANs as soon as the Bonds or BANs are ready for delivery, or at the time fixed in the notice of intent to sell, then such check or financial surety bond and the proceeds thereof shall become the property of the Town and shall be considered as the Town's liquidated damages on account of such default.

All bids for the Bonds or BANs sold at public sale shall be sealed and shall be presented to the Clerk-Treasurer at the Clerk-Treasurer's office, and the Clerk-Treasurer shall continue to receive all bids offered until the hour fixed for the sale of the Bonds or BANs, at which time and place the Clerk-Treasurer shall open and consider each bid. Bidders for the Bonds or BANs shall be required to name the rate or rates of interest which the Bonds or BANs are to bear, not exceeding five percent (5%) per annum for the Bonds and four percent (4%) per annum for the BANs. Such interest rate or rates shall be in multiples of one-eighth (1/8) or one-hundredth (1/100) of one percent (1%). Bids specifying more than one interest rate shall also specify the amount and maturities of the Bonds or BANs bearing each

rate, and all the Bonds or BANs maturing on the same date shall bear the same rate of interest. The interest rate on Bonds or BANs of a given maturity must be at least as great as the interest rate on Bonds of any earlier maturity. Subject to the provisions set forth below, the Clerk-Treasurer shall award the Bonds or BANs to the bidder offering the lowest net interest cost to the Town, to be determined by computing the total interest on all of the Bonds or BANs from the date thereof to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount. No bid for less than ninety-nine percent (99%) of the par value of the Bonds (or such higher percentage of the par value of the Bonds or BANs as the Clerk-Treasurer, with the advice of the Municipal Advisor to the Town, shall determine prior to the publication of the notice of intent to sell, to be reflected in the Clerk-Treasurer's Certificate), plus accrued interest at the rate or rates named to the date of delivery, will be considered. The Clerk-Treasurer shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed for the sale of the Bonds or BANs, the Clerk-Treasurer shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising, pursuant to Indiana law.

The Clerk-Treasurer is hereby authorized to determine, in her discretion, to sell the Bonds or BANs pursuant to the general provisions of Indiana Code 5-1-11 (rather than Section 2(b) thereof), and in the event of such a determination, those portions of this Section 8 which conflict with such provisions shall be deemed inapplicable.

(ii) Sale to the Authority. As an alternative to public sale, the Clerk-Treasurer may negotiate the sale of the BANs or Bonds to the Authority as part of its WWSRF Program. The Town Council President and the Clerk-Treasurer are hereby authorized to (i) submit an application to the Authority as part of its WWSRF Program, (ii) execute a Financial Assistance Agreement with the Authority with terms conforming to this Ordinance, and (iii) sell such BANs or Bonds upon such terms as are acceptable to the Town Council President and the Clerk-Treasurer consistent with the terms of this Ordinance. The substantially final form of Financial Assistance Agreement attached hereto and incorporated herein by reference is hereby approved by this Town Council, and the Town Council President and Clerk-Treasurer are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement which are consistent with the terms of this Ordinance, such changes to be conclusively evidenced by such execution.

(c) Credit Enhancement; Opinion of Bond Counsel. Prior to the delivery of the BANs or Bonds, the Clerk-Treasurer, subject to the direction of the President of the Town Council, (i) shall be authorized to investigate, negotiate and obtain bond insurance, other forms of credit enhancement and/or credit ratings on the BANs or Bonds and (ii) shall obtain a legal opinion as to the validity of the BANs or Bonds from, if necessary, Frost Brown Todd LLC, Indianapolis, Indiana, bond counsel for the Town, with such opinion to be furnished to the purchaser of the BANs or Bonds at the expense of the Town. The costs of obtaining any such insurance, other credit enhancement and/or credit ratings, together with bond counsel's fee in preparing and delivering such opinion and in the performance

of related services in connection with the issuance, sale and delivery of the BANs or Bonds, shall be considered as a part of the cost of the Project and shall be paid out of the proceeds of the BANs or Bonds.

Section 9. Disposition of Proceeds of the BANs and Bonds; Town of Sellersburg, 2020 Sewage Works Construction Account. The proceeds from the sale of the Bonds, to the extent not used to refund BANs, and BAN proceeds, shall be deposited in a bank or banks which are legally qualified depositories for the funds of the Town, in a special account to be designated as "Town of Sellersburg, 2020 Sewage Works Construction Account" (the "Construction Account"). Amounts in the Construction Account shall be expended only for the purpose of paying the costs of the Project, as described in this Ordinance and in the Act, together with the incidental expenses incurred in connection with the Project and the costs of issuance of the BANs and Bonds, and as otherwise permitted or required by the Act. Any balance or balances remaining unexpended in the Construction Account after completion of the Project which are not required to meet unpaid obligations incurred in connection with the acquisition or construction of the Project shall be used solely for one or more of the purposes permitted under the provisions of Indiana Code 5-1-13, as amended. Pursuant to the Act, the owners of the Bonds shall be entitled to a lien on the proceeds of the Bonds until such proceeds are applied as required by this Ordinance and by Indiana law.

With respect to any BANs or Bonds sold to the Authority as part of its WWSRF Program, to the extent that (a) the total principal amount of the BANs or Bonds is not paid by the purchaser or drawn down by the Town, or (b) proceeds remain in the Construction Account and are not applied to the Project (or any modifications or additions thereto approved by the Authority), the Town shall reduce the principal amount of the remaining BANs or Bond maturities to effect such reduction in amounts which will still achieve the annual debt service as described in Section 2 subject to and upon the terms set forth in the Financial Assistance Agreement.

The Town Council hereby declares its official intent to reimburse any expenditures related to the Project and the Bonds or BANs with proceeds of debt to be incurred by the Town for the purposes set forth herein and for reimbursing costs of financing the Project and the Bonds or BANs.

Section 10. Pledge of Net Revenues. The interest on and the principal of the Bonds issued pursuant to the provisions of this Ordinance, and any bonds hereafter issued on a parity therewith, shall constitute a first charge on all the Net Revenues, and such Net Revenues are hereby irrevocably pledged to the payment of the interest on and principal of such Bonds and Parity Bonds, to the extent necessary for that purpose.

Section 11. Revenue Fund. There is hereby continued a fund to be known as the "Sewage Works Revenue Fund" (the "Revenue Fund"), into which there shall be deposited upon receipt all income and revenues (including System Development Charges) derived from the operation of the sewage works and from the collection of rates and charges of the sewage works. The Revenue Fund shall be maintained separate and apart from all other accounts of the Town. From these revenues the proper and reasonable expenses of operation, repair and maintenance of the sewage works shall be paid, the principal and interest of all bonds and fiscal agency charges of registrars and paying agents shall be paid, the reserve shall be funded and the costs of replacements, extensions, additions and improvements shall be paid. No monies derived from the revenues of the Sewage Works shall be transferred to the general fund of the Town or be used for any purpose not connected with the Sewage Works.

Section 12. Operation and Maintenance Fund. There is hereby continued a fund to be known as the "Operation and Maintenance Fund" (the "O&M Fund"). On the last day of each calendar month, a sufficient amount of revenues of the sewage works shall be transferred from the Revenue Fund to the O&M Fund. The balance maintained in the O&M Fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two (2) calendar months. The monies credited to the O&M Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the sewage works on a day-to-day basis, but none of the monies in the O&M Fund shall be used for transfers for payment in lieu of property taxes, depreciation, replacements, improvements, extensions or additions of or to the sewage works. Any monies in said O&M Fund may be transferred to the Sewage Works Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the sewage works, including the Parity Bonds.

Section 13. Sewage Works Sinking Fund.

(a) In General. There is hereby continued a special fund to be known as the "Sewage Works Sinking Fund" (herein, the "Sewage Works Sinking Fund" or "Sinking Fund") for the payment of the principal of and interest on revenue bonds which by their terms are payable from the Net Revenues of the sewage works and the payment of any fiscal agency charges in connection with the payment of bonds and any Parity Bonds. There shall be set aside and deposited in the Sinking Fund, as available, and as hereinafter provided, a sufficient amount of the Net Revenues of the sewage works to meet the requirements of the Bond and Interest Account and Reserve Account hereby created in the Sinking Fund. Such payments shall continue until the balances in the Bond and Interest Account and the Reserve Account equal the principal of and interest on all of the then outstanding bonds, including the Parity Bonds, of the sewage works to their final maturity.

(b) Bond and Interest Account. There is hereby continued within the Sinking Fund an account to be known as the "Bond and Interest Account" (the "Bond and Interest Account"). There shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to (i) at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding interest payment date and (ii) at least one-sixth (1/6) of the principal of all then outstanding bonds payable on the then next succeeding principal payment date, until the amount of interest and principal payable on the then next succeeding interest and principal payment date shall have been so credited. There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on outstanding bonds as the same become payable. The Town shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient monies to pay the interest and principal on the due dates thereof together with the amount of bank fiscal agency charges.

(c) Reserve Account. There is hereby continued within the Sinking Fund an account to be known as the "Reserve Account" (the "Reserve Account") and such account creates a reserve for the Bonds and all Parity Bonds. Upon the issuance of the Bonds, the Town may deposit funds on hand of the sewage works, Bond proceeds or a combination thereof into the Reserve Account. The Reserve Account may also be funded in whole or in part at any time from available cash on hand and also may be satisfied with cash, a qualified surety

bond or a combination thereof. To the extent that cash is held in the Reserve Account, the cash shall be completely drawn down before any demand is made on the surety bond. If no deposit is made or if the initial deposit does not cause the balance therein to equal the hereinafter defined Reserve Requirement, the Town shall deposit Net Revenues into the Reserve Account on the last day of each calendar month until the balance in the Reserve Account equals but does not exceed the least of: (i) the maximum annual debt service on the Bonds, the 2009 Bonds, and any Parity Bonds issued in the future by the Town which are payable from the Net Revenues of the sewage works (collectively, the "Parity Bonds"); (ii) one hundred twenty-five percent (125%) of average annual debt service on the Bonds and any Parity Bonds; or (iii) ten (10%) of the principal amount of the Bonds and any Parity Bonds ("Reserve Requirement"). If the Bonds are sold to the Authority as part of its WWSRF Program, the Reserve Requirement shall mean the maximum annual debt service on the Bonds, the 2009 Bonds and any Parity Bonds. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the Reserve Requirement within five (5) years of the date of delivery of the Bonds.

The Reserve Account shall constitute the margin for safety and protection against default in the payment of principal of and interest on the Bonds and any Parity Bonds, and the monies in the Reserve Account shall be used to pay current principal and interest on the Bonds and any Parity Bonds to the extent that monies in the Bond and Interest Account are insufficient for that purpose. Any deficiency in the balance maintained in the Reserve Account shall be made up from the next available Net Revenues remaining after credits into the Bond and Interest Account. If monies in the Reserve Account are transferred to the Bond and Interest Account to pay principal and interest on any Bonds or Parity Bonds, then this depletion of the balance in the Reserve Account shall be made up from the next available Net Revenues after the credits into the Bond and Interest Account. Any amount in the Reserve Account in excess of the Reserve Requirement may be transferred to the Sewage Works Improvement Fund or be used for the purpose of purchasing outstanding bonds or paying installments of principal and interest of fully registered bonds.

Notwithstanding the forgoing, the Clerk-Treasurer, with the advice of the Municipal Advisor and Bond Counsel and with the prior written consent of the Authority if the Bonds are sold to the Authority as part of the WWSRF Program, may enable the Town to satisfy all or any part of its obligation to maintain an amount in the Reserve Account equal to the Reserve Requirement by depositing a Reserve Fund Credit Facility in the Reserve Account. A Reserve Fund Credit Facility is hereby defined as a letter of credit, liquidity facility, insurance policy or comparable instrument furnished by a bank, insurance company, financial institution or other entity pursuant to a reimbursement agreement or similar instrument between such entity and the Town, rated "AA" or higher, for the purpose of satisfying in whole or in part the Town's obligation to maintain the Reserve Requirement.

Section 14. Sewage Works Improvement Fund. There is hereby continued a special fund to be known as the "Sewage Works Improvement Fund" (the "Improvement Fund"). After meeting the requirements of the Sinking Fund and the O&M Fund, any excess revenues may be transferred or credited from the Revenue Fund to the Improvement Fund, and the Improvement Fund shall be used for improvements, replacements, extensions and additions to the sewage works or for any other lawful purpose authorized by this Ordinance, including the transfers of payment in lieu of property taxes. Monies in the Improvement Fund shall be transferred to the Sinking

Fund if necessary to prevent a default in the payment of principal of and interest on any then outstanding bonds of the sewage works, including any Parity Bonds, or, if necessary, to eliminate any deficiencies in credits to or minimum balance in the Reserve Account of the Sinking Fund (other than deficiencies caused during a time of permitted build-up in the Reserve Account following the issuance of Parity Bonds), or may be transferred to the O&M Fund to meet unforeseen contingencies in the operation, repair and maintenance of the sewage works.

Section 15. Maintenance of Funds. The Sinking Fund shall be deposited in and maintained as a separate account or accounts from all other accounts of the Town. The O&M Fund and the Improvement Fund may be maintained in a single account, or accounts, but such account, or accounts, shall likewise be maintained separate and apart from all other accounts of the Town and apart from the Sinking Fund account or accounts. All monies deposited in the accounts shall be deposited, held and secured as public funds in accordance with the public depository laws of the State of Indiana; provided, that monies therein may be invested in obligations in accordance with the applicable laws, including particularly I.C. 5-13-9, IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 (as applicable), and the acts amendatory thereof and supplemental thereto, and in the event of such investment the income therefrom shall become a part of the funds invested and shall be used only as provided in this Ordinance. Nothing in this section or elsewhere in this Ordinance shall be construed to require that separate bank accounts be established and maintained for the Funds and Accounts created by this Ordinance, except that (a) the Sinking Fund and the Construction Account shall be maintained as a separate bank account from the other Funds and Accounts of the Sewage Works, and (b) the other Funds and Accounts of the Sewage Works shall be maintained as a separate bank account from the other funds and accounts of the Town.

Section 16. Trust Arrangement Authorized. If any Bonds are sold to the Authority as part of the WWSRF Program, the Sewage Works Sinking Fund and the Construction Account may be held by a financial institution acceptable to the Authority as a part of its WWSRF Program, pursuant to terms acceptable to the Authority. If the Sewage Works Sinking Fund and the accounts therein are held in trust, the Town shall transfer the monthly required amounts of Net Revenue in accordance with Section 13, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the Town's outstanding bonds. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for such Bonds. If the Construction Account is so held in trust, the Town shall deposit the proceeds of such Bonds therein until such proceeds are applied consistent with this Ordinance and the Financial Assistance Agreement. The Town Council hereby authorizes the Town Council President and the Clerk-Treasurer to execute and deliver an agreement with a financial institution to reflect this trust arrangement for all or a part of the Sewage Works Sinking Fund and the Construction Account in the form of trust agreement as approved by the Town Council President and the Clerk-Treasurer, consistent with the terms and provisions of this Ordinance.

Section 17. Investment of Funds. All of the amounts in the funds and accounts created pursuant to this Ordinance shall be deposited in lawful depositories of the State, and shall be continuously held and secured or invested as provided by the laws of Indiana relating to the depositing, securing, holding and investing of public funds, including particularly IC 5-13-9, IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10 (as applicable), and the acts amendatory thereof and supplemental thereto. The amounts in the Bond and Interest Account and all other funds and accounts created pursuant to this Ordinance shall be kept in separate bank accounts apart from all

other bank accounts of the Town. In no event shall any of the revenues of the Sewage Works be transferred or used for any purpose not authorized by this Ordinance so long as any of the bonds of the Sewage Works issued pursuant to the provisions of this Ordinance shall be outstanding. Investment income earned on monies in the funds and accounts established by this Ordinance shall become a part of the funds and accounts invested and shall be used only as provided in this Ordinance.

Section 18. Books of Records and Accounts. The Town shall keep proper books of records and accounts, separate from all of its other records and accounts, in which complete and correct entries shall be made and showing all revenues collected from said works and deposited in said funds, and all disbursements made therefrom on account of the operation of the works, and to meet the requirements of the Sinking Fund and all other financial transactions relating to said works. There shall be prepared and furnished upon written request, to any owner of the Bonds at the time then outstanding, not more than ninety (90) days after the close of each fiscal year, complete financial statements of the works, covering the preceding fiscal year, which annual statements shall be certified by the Clerk-Treasurer, or by licensed independent public accountants employed for that purpose. Copies of all such statements and reports shall be kept on file in the office of the Clerk-Treasurer. Any owner or owners of at least five percent (5%) of the Bonds then outstanding shall have the right at all reasonable times to inspect the works and all records, accounts and data of the Town relating thereto. Such inspections may be made by representatives duly authorized by written instrument. If any Bonds are sold to the Authority as part of its WWSRF Program, the Town shall establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) and the sewage works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrued basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 19. Rates and Charges. The Town, to the fullest extent permitted by law, shall establish, fix, maintain and collect reasonable and just rates and charges for the use of and the services rendered by the Sewage Works so that such rates and charges shall produce revenues at least sufficient (when determined including user and other charges, fees, income or revenues available to the Town, provided that System Development Charges shall be excluded, to the extent permitted by law, when determining if such are sufficient so long as the Bonds are outstanding and owned by the Authority as part of its WWSRF Program) in each year to (a) pay all the legal and other necessary expenses of (i) Operation and Maintenance (as defined in the Financial Assistance Agreement) if the Bonds are sold to the Authority as part of the WWSRF Program or (ii) operation, repair, replacements and maintenance of the Sewage Works if sold to any other purchaser; (b) provide a sinking fund for the liquidation of bonds or other obligations, including leases; (c) provide a debt service reserve on bonds or other obligations, including leases, as required by the terms of such obligations; (d) provide adequate money for working capital; (e) provide adequate money for making extensions and replacements; (f) provide money for the payment of any taxes that may be assessed against the Sewage Works; and (g) to comply with and satisfy all covenants contained in this Ordinance and any Financial Assistance Agreement.

So long as any of the Bonds are outstanding, none of the facilities and services afforded by the Sewage Works shall be furnished without a reasonable and just charge being made therefor. The reasonable cost and value of any facility or service rendered to the Town, or to any department, agency, or instrumentality thereof by the Sewage Works by furnishing water for public purposes



or by maintaining hydrants and other facilities for fire protection shall be (i) charged against the Town; and (ii) paid for in monthly installments as the service accrues, out of the current revenues of the Town, collected or in the process of collection, and the tax levy of the Town made by it to raise money to meet its necessary current expenses. The revenue so received shall be deemed to be revenue derived from the operation of the Sewage Works and shall be used and accounted for in the same manner as other revenues derived from the operation of the Sewage Works.

Section 20. Defeasance. If, when the bonds issued hereunder shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the bonds for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the bonds then outstanding shall be paid; or (i) sufficient monies, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient monies, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient monies, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the bonds issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the Town's Sewage Works.

Section 21. Additional Bonds. The Town reserves the right to authorize and issue additional bonds, payable out of the Net Revenues of its Sewage Works, ranking on a parity with the Bonds authorized by this Ordinance, the 2009 Bonds and any Parity Bonds, for the purpose of financing the cost of future additions, extensions and improvements to the Sewage Works, or for refunding all or a portion of the Bonds or any bonds ranking on a parity with the Bonds, subject to the following conditions:

(a) The interest on and principal of all bonds or other obligations payable from the Net Revenues of the Sewage Works shall have been paid to date in accordance with the terms thereof, and all credits required to be made into the Sewage Works Sinking Fund and the accounts thereof shall have been made to date.

(b) The amount of Net Revenues of the Sewage Works in the fiscal year immediately preceding the issuance of any such Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the Parity Bonds the rates and charges of the sewage works shall be increased sufficiently so that said increased rates and charges applied to the previous year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of all bonds payable from the revenues of the sewage works, including the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the sewage works shall be analyzed and all showings prepared by a certified public accountant employed by the Town for that purpose. In addition, for purposes of this subsection, with respect to any Parity Bonds hereafter issued while the Bonds remain outstanding and owned by the Authority as part of its WWSRF Program, Net Revenues may not include any revenues from the System Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as

part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (b).

(c) The principal, or mandatory sinking fund redemption dates, of the additional Parity Bonds shall be payable semiannually on January 1 and July 1 and the interest on additional Parity Bonds shall be payable semiannually on January 1 and July 1 in the years in which such principal and interest are payable.

(d) If the Bonds are sold to the Authority as part of its WWSRF Program, (i) the Town obtains the consent of the Authority, and (ii) the Town has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this Ordinance; and the Town is in compliance with its sewage works permits, except for non-compliance for which purpose the Parity Bonds are issued, including refunding bonds issued prior to, but part of the overall plan to eliminate such non-compliance.

(e) The Reserve Requirement shall be satisfied for the additional Parity Bonds either at the time of delivery of the additional Parity Bonds or over a five year or shorter period, in a manner which is commensurate with the requirements established in Section 13 of this Ordinance.

Section 22. Additional Covenants of the Town. For the purpose of further safeguarding the interests of the owners of the Bonds herein authorized, it is specifically provided as follows:

(a) All contracts let by the Town in connection with the construction of said additions and improvements to the Sewage Works shall be let after due advertisement as required by the laws of the State of Indiana, and all contractors shall be required to furnish surety bonds in an amount equal to one hundred percent (100%) of the amount of such contracts, to insure the completion of said contracts in accordance with their terms, and such contractors shall also be required to carry such employer's liability and public liability insurance as are required under the laws of the State of Indiana in the case of public contracts, and shall be governed in all respects by the laws of the State of Indiana relating to public contracts.

(b) Said additions and improvements shall be constructed under the supervision and subject to the approval of the Consulting Engineers or such other competent engineer as shall be designated by the Town Council. All estimates for work done or material furnished shall first be checked by the Consulting Engineers and approved by the Town Council.

(c) The Town shall at all times maintain its Sewage Works in good condition and operate the same in an efficient manner and at a reasonable cost.

(d) So long as any of the Bonds herein authorized are outstanding, the Town shall maintain insurance coverage acceptable to the Authority if any Bonds are sold to or owned by the Authority as part of its WWSRF Program, on the insurable parts of said works of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana. Insurance proceeds and condemnation awards shall be used in replacing or repairing the property destroyed or damaged, unless the Authority shall consent to a different use of such proceeds or awards if any Bonds are sold to or are owned by the Authority as part of its WWSRF

Program, or, if no Bonds are sold to or are owned by the Authority as part of its WWSRF Program and such proceeds or awards are not used for such purposes, such proceeds or awards shall be treated and applied as Net Revenues of the works.

(e) So long as any of the Bonds are outstanding, the Town shall not mortgage, pledge or otherwise encumber such works, or any part thereof, nor shall it sell, lease or otherwise dispose of any portion thereof except to replace equipment which may become worn out or obsolete, and if any Bonds are sold to the Authority as part of its WWSRF Program or if the Authority is the holder of any of the Parity Bonds, provided that the Town shall obtain the prior written consent of the Authority.

(f) If any Bonds are sold to the Authority as part of its WWSRF Program, and, except as otherwise specifically provided in Section 21 hereof, the Town shall not without the prior written consent of the Authority (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the Sewage Works other than for normal operating expenditures or (ii) borrow any money (including without limitation any loan from other utilities operated by the Town) in connection with the Sewage Works.

(g) Except as hereinbefore provided in Section 21 hereof, so long as any of the bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the Sewage Works shall be authorized, executed or issued by the Town except such as shall be made subordinate and junior in all respects to the bonds herein authorized, unless all of the bonds herein authorized are redeemed, retired or defeased pursuant to Section 20 hereof coincidentally with the delivery of such additional bonds or other obligations.

(h) The Town shall take all action or proceedings necessary and proper, to the extent permitted by law, to require connection of all property where liquid and solid waste, sewage, night soil or industrial waste is produced with available sanitary sewers. The Town shall, insofar as possible, and to the extent permitted by law, cause all such sanitary sewers to be connected with said sewage works.

(i) The provisions of this Ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds for the uses and purposes herein set forth and, so long as any of the Bonds are outstanding, the provisions of this Ordinance shall also be construed to create a trust in the Net Revenues of the Sewage Works herein directed to be set apart and paid into the Sinking Fund for the uses and purposes of such Fund as set forth in this Ordinance. The owners of the Bonds shall have all of the rights, remedies and privileges provided in the Act and under Indiana law, including the right to have a receiver appointed to administer said Sewage Works in the event of default in the payment of the principal of or interest on any of the bonds herein authorized or in the event of default in respect to any of the provisions of this Ordinance or the Act.

(j) The provisions of this Ordinance shall constitute a contract by and between the Town and the owners of the Bonds, all of the terms of which shall be enforceable at law or in equity, and after the issuance of the Bonds this Ordinance shall not be repealed or amended in any respect which would adversely affect the rights and interests of the owners of the Bonds, and the Town Council of the Town shall not adopt any law, ordinance or resolution which in any way would adversely affect the rights of such owners so long as any of the principal of or interest on the Bonds remains unpaid. Except with respect to

amendments described in Section 25(a)-(g) hereof, however, this Ordinance may be amended pursuant to Section 25 (i) without the consent of the owners of the Bonds if, among other things, the Town Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds, and (ii) as otherwise permitted pursuant to Section 25; provided, however, that if any Bonds are sold to and owned by the Authority as part of its WWSRF Program, the Town shall obtain the prior written consent of the Authority.

(k) For purpose of this Section 22, the term “lease” shall include any lease, contract, or other instrument conferring a right upon the Town to use property in exchange for a periodic payments made from the revenues of the Sewage Works, whether the Town desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

Section 23. Permitted Actions Relating to Preservation of Exclusion of Interest from Federal Gross Income. (a) The Clerk-Treasurer is hereby authorized to invest monies pursuant to the provisions of this Ordinance at a restricted yield (subject to applicable requirements of federal law to ensure such yield is then current market rate) to the extent necessary or advisable to preserve the exclusion from gross income of interest on the bonds, or the tax exempt status of interest on the bonds, under federal law.

(b) The Clerk-Treasurer shall keep full and accurate records of investment earnings and income from monies held in the funds and accounts created or referenced herein. In order to comply with the provisions of this Ordinance, the Clerk-Treasurer is hereby authorized and directed to employ consultants or attorneys from time to time to advise the Town as to requirements of federal law to preserve the tax exclusion or exemption.

Section 24. Tax Covenants. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the Bonds, the Town represents, covenants and agrees that:

(a) No person or entity, other than the Town or another state or local governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the Town or another state or local governmental unit will own property financed by the Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract or any other type of arrangement that differentiates that person’s or entity’s use of such property from the use by the public at large.

(b) No Bond proceeds will be loaned to any entity or person. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The Town will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause or permit to fail to be taken by it or by any party under its control, any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds

pursuant to Section 103 of the Code, nor will the Town act in any other manner which would adversely affect such exclusion. The Town further covenants that it will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds.

(d) The Town will, to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, rebate all required arbitrage profits on Bond proceeds or other monies treated as Bond proceeds to the federal government and will set aside such monies in a Rebate Account to be held by the Clerk-Treasurer in trust for such purpose.

(e) All officials, officers, members, employees and agents of the Town are hereby authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the Town as of the date that the Bonds are issued, and to make covenants on behalf of the Town evidencing the commitments made herein and to do all such other acts necessary or appropriate to carry out this Ordinance. In particular and without limiting the foregoing, any and all appropriate officials, officers, members, employees and agents of the Town are authorized to certify and/or enter into covenants on behalf of the Town regarding (i) the facts and circumstances and reasonable expectations of the Town as of the date that the Bonds are issued and (ii) the commitments made herein by the Town regarding the amount and use of the proceeds of the Bonds.

(f) The Clerk-Treasurer is hereby authorized to employ consultants and attorneys from time to time to advise the Town with respect to the requirements under federal law for the continuing preservation of the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, as described in this Section 24.

Section 25. Supplemental Ordinances. Without notice to or consent of the owners of the bonds herein authorized, the Town may, from time to time and at any time, adopt an ordinance or ordinances supplemental hereto (which supplemental ordinance or ordinances shall thereafter form a part hereof) for any of the following purposes:

(i) To cure any ambiguity or formal defect or omission in this Ordinance or in any supplemental ordinance or to make any other change authorized herein;

(ii) To grant to or confer upon the owners of the bonds herein authorized any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the bonds herein authorized or to make any change which, in the judgment of the Town, is not to the prejudice of the owners of the bonds herein authorized;

(iii) To modify, amend or supplement this Ordinance to permit the qualification of the bonds herein authorized for sale under the securities laws of the United States of America or of any of the states of the United States of America or to obtain or maintain bond insurance with respect to payments of principal of and interest on bonds herein authorized;

(iv) To provide for the refunding or advance refunding of the bonds herein authorized;

(v) To procure a rating on the bonds herein authorized from a nationally recognized securities rating agency or agencies designated in such supplemental ordinance if such supplemental ordinance will not adversely affect the owners of the bonds herein authorized; and

(vi) Any other purpose which, in the judgment of the Town, does not adversely affect the interests of the owners of the bonds herein authorized.

Subject to the terms and provisions contained in this Section 25, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the bonds issued pursuant to this Ordinance and then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the Town of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to or rescinding in any particular any of the terms or provisions contained in this Ordinance, or in any supplemental ordinance; provided, however, that if any Bonds are sold to the Authority as part of its WWSRF Program, the Town shall obtain the prior written consent of the Authority; and provided, further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest on any bond issued pursuant to this Ordinance; or

(b) A reduction in the principal amount of any bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the sewage works ranking prior to the pledge thereof created by this Ordinance; or

(d) A preference or priority of any bond or bonds issued pursuant to this Ordinance over any other Parity Bonds, bond or bonds issued pursuant to the provisions of this Ordinance; or

(e) A reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance; or

(f) The extension of mandatory sinking fund redemption dates, if any; or

(g) A reduction in the Reserve Requirement.

The owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk-Treasurer. No owner of any bond issued pursuant to this Ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Town or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the Town and all owners of bonds issued pursuant to the provisions of this Ordinance then outstanding, shall thereafter be determined, exercised and enforced in accordance with this Ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this Ordinance, the rights and obligations of the Town and of the owners of the bonds authorized by this Ordinance, and the terms and provisions of the bonds and this Ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the Town and the consent of the owners of all the bonds issued pursuant to this Ordinance then outstanding.

Section 26. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed but none of the provisions of this ordinance shall be construed as adversely affecting the rights of holders of the other Parity Bonds.

Section 27. Compliance with Tax Sections. Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance (“Tax Sections”) which are designed to preserve the tax exempt status of interest on the Bonds or the exclusion of interest on the Bonds from gross income under federal law (“Tax Exemption”) need not be complied with if the Town receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 28. Qualified Tax-Exempt Obligations. The BANs are hereby designated as “qualified tax-exempt obligations” for the purposes of Paragraph (3) of Section 265(b) of the Code, and any or all officials, officers, members, employees and agents of the Town are hereby authorized to execute on behalf of the Town any documents necessary or appropriate to evidence further such designation. The reasonably anticipated amount of “tax-exempt obligations” (as such term is used in Section 265(b) of the Code) (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Town or otherwise on behalf of the Town or subordinate entities during calendar year 2020 will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Town or otherwise on behalf of the Town or subordinate entities have been or shall be designated “qualified tax-exempt obligations” during calendar year 2020. The designation set forth in this Section 28 as to the BANs may be revoked by the Clerk-Treasurer in the Clerk-Treasurer’s Certificate.

Section 29. Clerk-Treasurer’s Certificate. The Clerk-Treasurer shall, prior to the sale of the Bonds, set forth in a certificate (the “Clerk-Treasurer’s Certificate”) the first Interest Payment Date, the principal payment schedule for the Bonds, the percentage of par at which the Bonds shall be sold and any other matters required by this Ordinance to be provided in the Clerk-Treasurer’s Certificate.

Section 30. Disclosure. The Bonds (other than Bonds sold to the Authority as part of its WWSRF Program) may, to the extent required by law, be offered and sold pursuant to an Official Statement with respect to the Bonds (the “Official Statement”), to be made available and distributed in such manner, at such times, for such periods and in such number of copies as may be required pursuant to Rule 15c2-12 promulgated by the United States Securities and Exchange Commission (the “Rule”) and any and all applicable rules and regulations of the Municipal Securities Rulemaking Board. The Town Council hereby authorizes the Town Council President and Clerk-Treasurer (a) to authorize and approve a Preliminary Official Statement, as the same may be appropriately confirmed, modified and amended for distribution as the Preliminary Official Statement of the Town; (b) on behalf of the Town, to designate the Preliminary Official Statement a “final” Official Statement with respect to the Bonds, subject to completion as permitted by and otherwise pursuant to the Rule; and (c) to authorize and approve the Preliminary Official Statement to be placed into final form and to enter into such agreements or arrangements as may be necessary or advisable in order to provide for the distribution of a sufficient number of copies of the Official Statement under the Rule. The Town Council President and the Clerk-Treasurer are further authorized to execute an agreement in connection with the offering of the Bonds in accordance with the Rule by which the Town agrees to undertake such continuing disclosure obligations as may be required under the Rule.

Section 31. Further Actions. The Town Council hereby requests, authorizes and directs the Town Manager, Town Council President and the Clerk-Treasurer, and all official, officers, members, employees and agents of the Town, and each of them, for and on behalf of the Town, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Town, the full performance and satisfaction of which by the Town is hereby authorized and directed.

Section 32. Payments on Holidays. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the Town or the Town in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 33. Partial Invalidity. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 34. Captions. The captions in this Ordinance are inserted only as a matter of convenience and reference, and such captions are not intended and shall not be construed to define, limit, establish, interpret or describe the scope, intent or effect of any provision of this Ordinance.

Section 35. Effectiveness. This Ordinance shall be in full force and effect from and after its passage.



ALL OF WHICH IS PASSED AND ADOPTED THIS 10<sup>th</sup> DAY OF August,  
2020, BY THE TOWN COUNCIL OF THE TOWN OF SELLERSBURG, CLARK  
COUNTY, INDIANA.

TOWN COUNCIL OF THE TOWN OF  
SELLERSBURG, INDIANA

[Signature]  
Scott McVoy

[Signature]  
Randall Mobley

[Signature]  
Brad Amos

[Signature]  
Terry Langford

[Signature]  
Matthew Czarnecki

Attest:

[Signature]  
Michelle D. Miller, Clerk-Treasurer

**EXHIBIT A****DESCRIPTION OF THE PROJECT**

Project planning costs, the master plan, the Perry Crossing pump station, and construction, expansion and rehabilitation of a wastewater treatment plant to provide adequate capacity and facilitate projected growth of the Town of Sellersburg and those other areas served by the Town of Sellersburg wastewater treatment plant, in accordance with the plans and specifications approved by the Indiana Finance Authority.

**EXHIBIT B**

0140722.0732948 4839-1708-5120v8

**STATE OF INDIANA  
WASTEWATER REVOLVING LOAN PROGRAM**

**FINANCIAL ASSISTANCE AGREEMENT** made as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the Town of Sellersburg, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-5, witnesseth:

WHEREAS, the State's Wastewater Revolving Loan Program (the "Wastewater SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the "Wastewater SRF Act"), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the "Wastewater SRF Fund"); and

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has determined to undertake a wastewater treatment system project (as more fully described herein, the "Project") and to borrow money from the Wastewater SRF Program to construct and acquire the Project; and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01. Definitions.** The following terms shall, for all purposes of this Agreement, have the following meaning:

**“Agency”** shall mean the United States Environmental Protection Agency or its successor.

**“Asset Management Program”** means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

**“Authorizing Instrument(s)”** shall mean the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant pursuant to which the Bonds are issued in accordance with State law.

**“Authorized Representative”** shall mean the [ Clerk-Treasurer of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

**“Bond”** or **“Bonds”** shall mean the instrument(s) which evidence(s) the Loan, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

**“Bond Fund”** shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

**“Business Day”** shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

**“Clean Water Act”** shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

**“Construction Fund”** shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

**“Credit Instrument”** means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

**“Credit Provider”** means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

**“Department”** shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

**“Deposit Agreement”** shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant’s Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant’s Construction Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

**“Deposit Agreement Counterparty”** shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

**“Director of Environmental Programs”** shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which designation includes such Director’s assumption of the duties previously assigned to the Wastewater SRF Program Representative and the Wastewater SRF Program Director) and where not limited, such person’s designee.

**“Disbursement Agent”** shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Construction Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Construction Fund unless otherwise agreed by the Finance Authority.

**“Disbursement Request”** shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.

**“Eligible Cost”** shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

**“Finance Authority”** shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

**“Finance Authority Bonds”** shall mean any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

**“Financial Assistance”** shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

**“Fiscal Sustainability Plan”** means in connection with a project that provides for the repair, replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (b) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for funding such activities.

**“Loan”** shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, constructing, renovating, improving and expanding of the Participant’s Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

**“Loan Reduction Payment”** shall mean in any circumstances where there is a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund, any action causing such balance to be applied to a reduction in the maximum aggregate amount of the Loan outstanding other than pursuant to regularly scheduled principal payments or optional redemptions applicable to the Bonds. A Loan Reduction Payment shall not be applicable unless Loan amounts are held in the Construction Fund.

**“Non-Use Close-out Date”** shall mean that date which is the earlier of (a) the first date as of which the full amount of the Loan has been disbursed on a cumulative basis (which shall also be deemed to have occurred when and if such amounts have been deposited in the Participant’s Construction Fund) or (b) the date as of which the Participant binds itself that no further Loan disbursements will be made under this Agreement.

**“Non-Use Fee”** shall mean a fee in an amount determined by the Finance Authority charged to compensate it for costs and expenses within the Wastewater SRF Program. Such amount shall be the greater of (A) the product of the undrawn balance of the Loan on each applicable Non-Use Assessment Date multiplied by one percent (1%) or (B) One Thousand Dollars (\$1,000). Such fee shall apply and be payable under Section 5.09 herein with respect to each Non-Use Assessment Date until the Non-Use Close-out Date shall occur. A Non-Use Fee shall not be applicable if the full amount of the Loan has been disbursed and deposited in the Participant’s Construction Fund by the Non-Use Assessment Date.

**“Non-Use Assessment Date”** shall mean [ \_\_\_\_\_ ] 1, 2022 and the first day of each sixth (6<sup>th</sup>) calendar month thereafter unless and until the Non-Use Close-out Date occurs in advance of any such Non-Use Assessment Date.

**“Operation and Maintenance”** shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance

with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

**“Plans and Specifications”** shall mean the detailed written descriptions of the work to be done in undertaking and completing the Project, including the written descriptions of the work to be performed and the drawings, cross-sections, profiles and the like which show the location, dimensions and details of the work to be performed.

**“Preliminary Engineering Report”** shall mean the information submitted by the Participant that is necessary for the Finance Authority to determine the technical, economic and environmental adequacy of the proposed Project.

**“Project”** shall mean the activities or tasks identified and described in Exhibit A to this Agreement, and incorporated herein, as amended or supplemented by the Participant and consented to by the Finance Authority, for which the Participant may expend the Loan.

**“Purchase Account”** shall mean the account by that name created by the Wastewater SRF Indenture and held as part of the Wastewater SRF Fund.

**“SRF Policy Guidelines”** shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Wastewater SRF Program.

**“State”** shall mean the State of Indiana.

**“Substantial Completion of Construction”** shall mean the day on which the Finance Authority (or if designated by the Finance Authority, the Department) determines that all but minor components of the Project have been built, all equipment is operational and the Project is capable of functioning as designed.

**“System Development Charges”** shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

**“Treatment Works”** shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement



section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.

**“Trustee”** shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Wastewater SRF Indenture.

**“2014 Appropriations Act”** shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

**“Wastewater SRF Fund”** shall mean the wastewater revolving loan fund as established by I.C. 5-1.2-10-2.

**“Wastewater SRF Indenture”** shall mean the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 between the Finance Authority (as successor by operation of law to the State in all matters related to the Wastewater SRF Program) and the Trustee, as amended and supplemented from time to time.

(End of Article I)

**ARTICLE II**

**PURPOSE OF BORROWING AND  
LOAN TERMS**

**Section 2.01. Amount; Purpose.** The Finance Authority agrees to Loan an amount not to exceed [ ] Dollars (\$[ ]) in aggregate principal amount to the Participant as Financial Assistance to pay for the Eligible Costs, as hereinafter described, of the Project on, and subject to, the terms and conditions contained herein. The Loan shall be used only to pay the following Eligible Costs: (a) eligible planning services for the production of a Preliminary Engineering Report ("Planning"), (b) eligible design services for the production of Plans and Specifications ("Design") and (c) eligible construction costs, including financing and legal costs ("Construction"). The Loan shall be funded solely from available proceeds of the Finance Authority Bonds contained in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate. The Loan is evidenced by the Bonds executed and delivered by the Participant contemporaneously herewith. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, and interest on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: Town of Sellersburg Sewage Works, Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

**Section 2.02. The Bonds.**

(a) Until paid, the Bonds will bear interest at the per annum rate of [ ] percent ([ ]%). Such interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months, and be as provided in I.C. 5-1.2-10-15 and -20. Interest, if any, on the Bonds will be payable on January 1 and July 1 of each year, commencing [ ] 1, 20[ ]. The Bonds will be in the aggregate principal amount of [ ] Dollars (\$[ ]). Subject to Section 2.05 and 2.06 herein, the Bonds will mature on January 1 and July 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit B to this Agreement (which is hereby incorporated by reference); provided, however, notwithstanding the foregoing or the terms of the Bonds to the contrary, no maturity of Bonds shall extend beyond the date which is thirty-five (35) years after the date of this Agreement. If the maturity date for any Bonds is beyond such date, unless otherwise agreed to, such Bonds, together with accrued and unpaid interest thereon, will be due and payable on such date.

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument; provided however that in no event shall the Participant exercise any provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the Bonds at the option of the Participant unless and until such has been consented by the Authority. The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit D are applicable to this Loan (as and to the extent set forth in Exhibit D) to the same effect as if such were set forth in this section.

**Section 2.03. Disbursement Conditions.** Each of the following shall be a condition precedent to the disbursement of the Loan or any portion thereof (including from the Construction Fund):

(a) (1) With respect to procurement of professional services related to the Project to be paid from Loan proceeds, the Participant shall have complied with applicable State law and SRF Policy Guidelines. Additionally costs related Planning and Design shall only be Eligible Costs upon compliance with paragraph A of the attached Exhibit D. (2) With respect to procurement of all other goods and services related to the Project to be paid from Loan proceeds, the Participant shall have complied with I.C. 36-1-12 and SRF Policy Guidelines.

(b) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(c) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

(d) There shall be available to the Finance Authority uncommitted funds in an amount sufficient to satisfy the Finance Authority's obligations hereunder from the proceeds of Finance Authority Bonds in the Purchase Account or from other sources that the Finance Authority may, in its sole discretion, designate; provided however, once Loan proceeds have been deposited in the Construction Fund, such condition shall be deemed satisfied.

(e) The Participant shall have undertaken all actions necessary to comply with and satisfy the conditions and requirements for a Loan secured with money made available from the Wastewater SRF Fund as set forth in federal and State statutes, rules and regulations, including I.C. 5-1.2-10, SRF Policy Guidelines, the Clean Water Act and 40 C.F.R. Part 35.

(f) Prior to making any Loan disbursement to pay any Construction costs, the Project shall have been approved by the State's Historical Preservation Officer in a manner consistent with the policies and practices of the Wastewater SRF Program (the "Historical Preservation Approval"). Notwithstanding any provision of this Agreement to the contrary, in the event a Historical Preservation Approval has not been given within four (4) months after the date of this Agreement, the Finance Authority may, in its sole discretion, (i) reduce the aggregate amount of the Loan to the amount then disbursed and

outstanding under this Agreement and (ii) if any amounts are held in the Construction Fund, require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds. Upon giving notice to the Participant of such action, no further Loan disbursement (including from the Construction Fund) may be made under this Agreement unless consented to by the Finance Authority.

(g) In the event the Bonds are payable from rates and charges of the Treatment Works and if requested by the Finance Authority, the Participant shall provide evidence satisfactory to the Finance Authority demonstrating that such rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds).

**Section 2.04. Disbursement Procedures.** Loan proceeds (including any held from time to time in the Construction Fund) shall be disbursed to the Participant by the Disbursement Agent for actual Eligible Costs incurred with respect to the Project. The Finance Authority may, in its discretion, cause Loan disbursements to be made (a) directly to the person or entity identified in the Disbursement Request to whom payment is due, or (b) if advised in writing by the Participant that I.C. 36-1-12-14 or a similar law applies to the Project, to the Participant for purposes of collecting retainage, or some combination thereof. Any Loan proceeds in excess of the amount subject to retainage controlled by the Participant will be immediately remitted to the person or entity to whom payment is due, no later than three (3) Business Days after receipt or the date such Loan proceeds are no longer subject to retainage. The Finance Authority may, in its discretion, cause Loan disbursements to be made from time to time, in whole or in part, to the Participant's Construction Fund for disbursement consistent with this Agreement. Loan disbursements shall not be made more frequently than monthly and shall only be made following the submission of a Disbursement Request to the Finance Authority. Disbursement Requests shall be approved by the Director of Environmental Programs prior to submission to the Disbursement Agent for a Loan disbursement. Disbursement Requests shall be numbered sequentially, beginning with the number 1.

**Section 2.05. Effect of Disbursements.** Loan disbursements made to or for the benefit of the Participant shall be deemed to be a purchase of the Bonds in such amounts and with such maturities as achieves as level debt service as practicable, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to one year after Substantial Completion of Construction shall first be deemed to be a purchase of the Bonds in order of maturity. The deposit of Loan proceeds in the Construction Fund shall be deemed to be a purchase of the Bonds. Interest on the Loan commences on disbursement of the Loan to or for the benefit of the Participant (including any amounts disbursed to the Construction Fund) by the Finance Authority and the Bonds shall be deemed to be purchased in the full amount thereof. Each disbursement (including any amounts disbursed from the Construction Fund) shall be made pursuant to a Disbursement Request. In the event any Loan disbursement (including any amounts disbursed from the Construction Fund) shall be made in excess of Eligible Costs, such excess disbursements shall be immediately paid by the Participant to the Disbursement Agent (and if made from any amounts held in the Construction

Fund, shall be immediately deposited by the Participant into such Construction Fund) and thereafter may, subject to the terms and conditions set forth in this Agreement, be applied thereafter to pay Eligible Costs of the Project by the Participant.

**Section 2.06. Acknowledgment of Amount of Loan; Final Disbursement.** (a) Within 30 days after any request by the Finance Authority from time to time, the Participant shall execute and deliver to the Finance Authority an acknowledgment in the form prescribed by the Finance Authority which acknowledges the outstanding principal of and interest on the Bonds. Unless the Finance Authority consents in writing, no Loan disbursement shall be made more than one year after Substantial Completion of Construction. After Substantial Completion of Construction, upon the request of the Finance Authority, the Participant shall replace, at its expense, the Bonds with substitutes issued pursuant to the Authorizing Instrument to evidence the outstanding principal under the Loan.

(b) In the event there remains a balance (inclusive of Loan proceeds and any earnings) in the Construction Fund on the date that is the earlier of (i) one year after Substantial Completion of Construction or (ii) three (3) years after the dated date of the Bonds (or in either such circumstance, such later date as the Finance Authority may approve in its discretion), the Participant agrees to make a Loan Reduction Payment, to the Finance Authority within 10 days after any Finance Authority written demand. Any Loan Reduction Payment shall be applied to pay principal in such amounts and with such maturities as achieves as level debt service as practicable consistent with methodology prescribed in the Authorizing Instrument and as originally applied to the Bonds, and with no maturity longer than the original maturity schedule; provided that any principal payments originally scheduled under Section 2.02 herein as being due prior to the Loan Reduction Payment shall be unaffected by such payment. If the Authorizing Instrument permits the Participant to apply Bond proceeds to pay interest accruing on or before Substantial Completion of Construction, the Participant may seek to reimburse itself for such interest costs it has paid pursuant to a Disbursement Request provided. If the Participant fails to make such Loan Reduction Payment by such date, the Finance Authority and Deposit Agreement Counterparty are authorized to cause any balance held in the Construction Fund to be so applied without further direction and authorization from the Participant. Notwithstanding the foregoing, if requested by the Finance Authority, in lieu of the Participant making a Loan Reduction Payment, the Finance Authority may in its discretion require the Participant to hold any remaining balance (inclusive of Loan proceeds and any earnings) in the Construction Fund until such amounts may be applied on the first optional redemption date applicable to the Bonds, and upon any such request, the Participant agrees to cause such amounts to be so held and applied on such date.

(End of Article II)

### ARTICLE III

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT**

**Section 3.01. Planning, Design and Construction Covenants.** The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Provide information as requested by the Finance Authority to determine the need for, or to complete any necessary, environmental review or analysis.

(b) Comply with the procurement procedures and affirmative action requirements contained in SRF Policy Guidelines in the Planning, Design and Construction of the Project to the extent that such are to be paid from Loan proceeds.

(c) With respect to prime and first tier contract awards, report minority and women business enterprise utilization in the Planning, Design and Construction of the Project, to the extent that such are to be paid from Loan proceeds, by executing and delivering Agency Form SF 5700-52 to the Finance Authority whenever any agreements or subagreements are awarded. (These reports must be submitted on regular reporting cycles consistent with SRF Policy Guidelines commencing after such agreement or subagreement is awarded.)

(d) Comply with all applicable federal, State and local statutes, rules and regulations relating to the acquisition and construction of the Treatment Works.

(e) In the event Construction is to be paid from Loan proceeds, prior to an award of any contract for Construction of the Project, obtain a construction permit from the Department and receive the written approval of the Finance Authority of the Preliminary Engineering Report.

(f) Obtain the property rights necessary to construct the Treatment Works and, in procuring any such rights comply with federal and State law.

(g) In the event Construction is to be paid from Loan proceeds, comply with the federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Finance Authority.

(h) In the event Construction is to be paid from Loan proceeds, execute and deliver to the Finance Authority Agency Form 4700-4 ("Pre-award Compliance Review Report for Wastewater Treatment Construction Grants") and such other forms as may be required by the Clean Water Act or SRF Policy Guidelines.

(i) In the event Construction is to be paid from Loan proceeds, follow guidance issued by the Finance Authority in procuring contracts for Construction, including (1) submission to the Finance Authority of Project change orders, (2) obtaining approval from the Director of Environmental Programs of any Project change order which significantly

changes the scope or Design of the Project or, when taking into account other change orders and contracts, are reasonably expected to result in expenditures in an amount greater than the Loan, (3) receiving approval from the Director of Environmental Programs prior to the award of any contract for Construction and (4) receiving authorization from the Director of Environmental Programs prior to initiating procurement of Construction of the Project.

(j) In the event Construction is to be paid from Loan proceeds, before awarding Construction contracts, receive approval of the Director of Environmental Programs for the user charge system (including any use ordinance and interlocal agreement) associated with the Project.

(k) In the event Construction is to be paid from Loan proceeds, cause the Project to be constructed in accordance with the Preliminary Engineering Report and Plans and Specifications, using approved contract papers.

(l) Permit the Finance Authority and its agents to inspect from time to time (1) the Project, (2) the Treatment Works and (3) the books and other financial records of the Treatment Works, including the inspections described in SRF Policy Guidelines. Construction contracts shall provide that the Finance Authority or its agents will have access to the Project and the work related thereto and that the Participant's contractor will provide proper facilities for such access and inspection. All files and records pertaining to the Project shall be retained by the Participant for at least six years after Substantial Completion of Construction.

(m) Upon Substantial Completion of Construction and when requested by the Finance Authority, provide audited reports to the Finance Authority to permit the Finance Authority to determine that the Loan proceeds have been used in compliance with this Agreement.

(n) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, consistent with SRF Policy Guidelines, certify to the Finance Authority that the Project meets performance standards, or if not met, (1) submit to the Finance Authority (or if directed by the Finance Authority, to the Department) a corrective action plan and (2) promptly and diligently undertake any corrective action necessary to bring the Project into compliance with such standards.

(o) In the event Construction is to be paid from Loan proceeds, within one year of Substantial Completion of Construction, provide as-built plans for the Project to the Finance Authority (or if directed by the Finance Authority, to the Department).

**Section 3.02. General Covenants.** The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Project and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the Finance Authority.

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project (including the establishment of a separate account or subaccount for the Project) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided



by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final Loan disbursement related to the Project. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

(i) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(j) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (when determined including user and other charges, fees, income or revenues available to the Participant, provided that to the extent permitted by law System Development Charges shall be excluded when determining if such are sufficient) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(k) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any, in the Authorizing Instrument.

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d *et seq.*, the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any

actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(n) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(o) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds \$750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular") matters in which SRF Federal financial assistance was less than \$750,000.

(r) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance

Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(t) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(v) Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

(x) Notwithstanding any provision of the Authorization Instrument to the contrary,

not make any payment in lieu of property taxes from any account of the Treatment Works (i) if the Finance Authority provides notice to the Participant that the Finance Authority has determined in its reasonable discretion that such a transfer adversely affects the Finance Authority and (ii) more frequently than semiannually if the Authority provides notice to the Participant so requiring such a limitation on frequency.

(y) Comply with all requirements of this Agreement applicable to the Loan (including those imposed by the attached Exhibit D).

**Section 3.03. Representations and Warranties of the Participant.** After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under State law, and constitutes a “political subdivision” within the meaning of I.C. 5-1.2-2-57) and a “participant” within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-23.

(b) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(c) By all required action, the Participant has duly adopted the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement nor the compliance with the terms and conditions of any other paper referred to herein, shall conflict with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Authorizing Instrument or the Bonds or the authority or ability of the Participant to execute and deliver this Agreement or the Bonds and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Authorizing Instrument or the Bonds.

(f) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(g) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(h) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement.

(i) For any outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

Each of the foregoing representations and warranties will be deemed to have been made by the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Construction Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

**Section 3.04. Covenants Regarding Assignment.** The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

**Section 3.05. Nature of Information.** All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan or the Project may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Wastewater SRF Program.

**Section 3.06. Tax Covenants.** The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent

applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

**Section 3.07. Non-Discrimination Covenant.** Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

## ARTICLE IV

### **DEFAULTS**

**Section 4.01. Remedies.** The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may (x) require a Loan Reduction Payment pursuant to Section 2.06 herein as if it were a date that was three (3) years after the dated date of the Bonds, (y) in the event a Deposit Agreement has not previously been entered into related to the Participant's Bond Fund (including any related reserve), require the Participant to enter into a Deposit Agreement (or to modify any such previously entered Deposit Agreement) and the Participant shall enter into (or modify) such an agreement within 5 days after any such demand and (z) without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

**Section 4.02. Effect of Default.** Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

(End of Article IV)

## ARTICLE V

### MISCELLANEOUS

**Section 5.01. Citations.** Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Construction Fund. Any use of the term "including" herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

**Section 5.02. Assignment.** Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

**Section 5.03. No Waiver.** Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

**Section 5.04. Modifications.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

**Section 5.05. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

**Section 5.06. Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.



**Section 5.07. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

**Section 5.08. Notices.** All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority  
SRF Programs  
100 North Senate, Room 1275  
Indianapolis, Indiana 46204  
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

316 E Utica St.  
Sellersburg, IN 47172  
Attention: Clerk-Treasurer

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

**Section 5.09. Expenses.** The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding \$1,000, which may not be paid from a Loan disbursement; (3) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-Use Fee in connection with the Loan, which may not be paid from a Loan disbursement; (4) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (5) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to \$10,000, which may be paid from a Loan disbursement.

**Section 5.10. Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

**Section 5.11. Term.** This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

**Section 5.12. Non-Collusion.** The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.

**Section 5.13. Federal Award Information.** The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

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BEEN INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

**TOWN OF SELLERSBURG, INDIANA**

**INDIANA FINANCE AUTHORITY**

“Participant”

“Finance Authority”

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

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

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

James P. McGoff  
Director of Environmental Programs

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

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

(Signature Page to Financial Assistance Agreement)

Error! Unknown document property name.

**EXHIBIT A**  
**Project Description**

The Project consists of the following improvements to the Participant's Treatment Works:

- 
- 
- 
- 

[The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the Participant's business case or categorical exclusion which is posted at [www.srf.in.gov](http://www.srf.in.gov).]

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

**EXHIBIT B**  
**Principal Payment Schedule for the Bonds**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
01/01/2021	\$	01/01/2039	
07/01/2021		07/01/2039	
01/01/2022		01/01/2040	
07/01/2022		07/01/2040	
01/01/2023		01/01/2041	
07/01/2023		07/01/2041	
01/01/2024		01/01/2042	
07/01/2024		07/01/2042	
01/01/2025		01/01/2043	
07/01/2025		07/01/2043	
01/01/2026		01/01/2044	
07/01/2026		07/01/2044	
01/01/2027		01/01/2045	
07/01/2027		07/01/2045	
01/01/2028		01/01/2046	
07/01/2028		07/01/2046	
01/01/2029		01/01/2047	
07/01/2029		07/01/2047	
01/01/2030		01/01/2048	
07/01/2030		07/01/2048	
01/01/2031		01/01/2049	
07/01/2031		07/01/2049	
01/01/2032		01/01/2050	
07/01/2032		07/01/2050	
01/01/2033		01/01/2051	
07/01/2033		07/01/2051	
01/01/2034		01/01/2052	
07/01/2034		07/01/2052	
01/01/2035		01/01/2053	
07/01/2035		07/01/2053	
01/01/2036		01/01/2054	
07/01/2036		07/01/2054	
01/01/2037		01/01/2055	
07/01/2037		07/01/2055	
01/01/2038		01/01/2056	
07/01/2038			
<b>TOTAL</b>	\$		

[End of Exhibit B]

**EXHIBIT C**  
**Credit Instrument**

Credit Providers rated on a long term basis lower than "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc. are:

- None.

[End of Exhibit C]

**Exhibit D**  
**Additional Terms**

- A. *The following additional terms in this Paragraph A (related to costs of Planning or Design being treated as Eligible Costs under this Agreement and the related defined terms) are [NOT] applicable to the Loan:*

**“Equivalency Project”** shall mean a project designated by the Finance Authority as an “equivalency project” under the Clean Water Act related to the “US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds” for the federal fiscal year ending September 30, 2019 (or such later federal fiscal year as the Finance Authority may otherwise designate).

**“A/E Services”** shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

- B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are [NOT] applicable to the Loan.*

**“GPR Projects”** shall mean Project components that meet the requirement of the “Green Project Reserve (GPR) Sustainability Incentive Program” consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

**“GPR Projects Adjustment Fee”** shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case



Amount), all as determined by the Finance Authority.

**“GPR Projects Business Case Amount”** shall mean the amount referenced in the Participant’s business case related to GPR Projects as was set in the Participant’s Preliminary Engineering Report (or categorical exclusion) posted at [www.srf.in.gov](http://www.srf.in.gov), uses of funds information submitted to the Finance Authority after the Project was bid or some other submitted information that was used by the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds.

**“GPR Projects Expenditures”** shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

- C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and the related defined terms) are [NOT] applicable to the Loan:*

**“Non-point Source Adjustment Fee”** shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program’s interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

**“Non-point Source Expenditures”** shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program’s interest rate policies and practices.

**“Non-point Source Projects Amount”** shall mean the amount referenced in the Participant’s post-bid and other documents submitted to the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program’s interest rate policies and practices applicable to the Bonds

**“Non-point Source Projects”** shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the Non-point Source Projects Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its Non-point Source Expenditures when and as requested by SRF Policy Guidelines.

[End of Exhibit D]

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 015**

**AN ORDINANCE CONSIDERING AN AMENDMENT TO THE ZONING MAPS OF THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of a town; and,

**WHEREAS**, on the 20<sup>th</sup> day of July, 2020 the Plan Commission of the Town of Sellersburg, Indiana (the “Commission”) adopted *Ordinance 2020-PC-002 – An Ordinance Making A Recommendation for Rezoning Certain Real Property Within the Corporate Limits of the Town of Sellersburg, Indiana*, which more specifically certified the Commission’s unfavorable recommendation to rezone approximately 4.885 acres of vacant land between Indiana Ave. and Lakeside Drive from R-1 to R-3. (*See Attached Exhibit A*); and,

**WHEREAS**, pursuant to Ind. Code § 36-7-4-608, this Council may adopt or reject the certification from the Commission.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the recommendation by the Commission to not rezone approximately 4.885 acres of vacant land between Indiana Ave. and Lakeside Drive from R-1 to R-3. is hereby **Adopted** **Rejected** (circle one).

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 27 day of July, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

~~\_\_\_\_\_  
Scott McVoy  
Council Member~~

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 7/27/2020

MOTION: Czarnecki

SECOND: Langford

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 7/27/2020

MOTION: Czarnecki

SECOND: Langford

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE PLAN COMMISSION OF SELLERSBURG, INDIANA

ORDINANCE NO. 2020 – PC – 002

**AN ORDINANCE MAKING A RECOMMENDATION FOR REZONING CERTAIN REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-7-4-600 *et seq.*, this Plan Commission of Sellersburg, Indiana (this “Commission”), after proper petition, notice, and public hearing(s), is charged with certifying either a favorable recommendation, an unfavorable recommendation, or no recommendation for the rezoning of certain real property to the Sellersburg Town Council; and,

**WHEREAS**, this Commission has properly noticed and conducted a public hearing regarding a petition to rezone a vacant lot containing approximately 4.885 acres between Indiana Ave. and Lakeside Dr. Sellersburg, IN 47172 from R-1 to R-3 wherein the public was invited to participate; and,

**WHEREAS**, pursuant to Ind. Code § 36-7-4-605, this Commission certifies its recommendation to the Sellersburg Town Council.

**NOW THEREFORE BE IT ORDAINED** by this Plan Commission of Sellersburg, Indiana the following:

1. This Commission hereby certifies its (unfavorable recommendation, favorable recommendation, or no recommendation) to rezone a vacant lot containing approximately 4.885 acres between Indiana Ave. and Lakeside Dr. Sellersburg, IN 47172 from R-1 to R-3 to the Town Council of Sellersburg, Indiana.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Commission.

So Ordained this 20<sup>th</sup> day of July, 2020.

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Commission President

\_\_\_\_\_  
Brad Amos  
Commission President

Mark Tolliver  
Mark Tolliver  
Commission Member

\_\_\_\_\_  
Mark Tolliver  
Commission Member

Francis Conroy  
Francis Conroy  
Commission Member

\_\_\_\_\_  
Francis Conroy  
Commission Member

Thomas McEwen  
Thomas McEwen  
Commission Member

\_\_\_\_\_  
Thomas McEwen  
Commission Member

Nancy Hughes  
Nancy Hughes  
Commission Member

\_\_\_\_\_  
Nancy Hughes  
Commission Member

\_\_\_\_\_  
Randall Mobley  
Commission Member

\_\_\_\_\_  
Randall Mobley  
Commission Member

\_\_\_\_\_  
VACANT SEAT  
Commission Member

\_\_\_\_\_  
VACANT SEAT  
Commission Member

Attested by: Mark J. Still  
Secretary

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2020 – OR – 016

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 156 (UNSAFE BUILDING CODE) OF THE CODIFICATION OF ORDINANCES FOR THE TOWN OF SELLERSBURG, INDIANA.**

WHEREAS, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

WHEREAS, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

WHEREAS, on the 14<sup>th</sup> day of October, 2002, this Council adopted Ordinance 2002-013 which created Chapter 156 – Unsafe Building Code for the Town of Sellersburg, Indiana; and,

WHEREAS, from time to time this Council desires to amend its codification of ordinances to better serve the community.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that Chapter 156 – Unsafe Building Code is repealed in its entirety and replaced as follows:

**§ 156.01 Adoption By Reference; Scope.** Pursuant to Ind. Code § 36-7-9-3, this Council hereby adopts the Indiana Unsafe Building Law (i.e. Ind. Code § 36-7-9 *et seq.*) and appoints the Building Commissioner or his designee as the Executive Department and Authority responsible for the administration of the Unsafe Building Law within the Town. The term “chapter” shall also refer to Ind. Code § 36-7-9 *et seq.*

**§ 156.02 Definitions.**

“**Community Organization**” means a citizen's group, neighborhood association, neighborhood development corporation, or similar organization that:

- (1) has specific geographic boundaries defined in its bylaws or articles of incorporation and contains at least forty (40) households within those boundaries;
- (2) is a nonprofit corporation that is representative of at least twenty-five (25) households or twenty percent (20%) of the households in the community, whichever is less;

- (3) is operated primarily for the promotion of social welfare and general neighborhood improvement and enhancement;
- (4) has been incorporated for at least two (2) years; and
- (5) is exempt from taxation under Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code.

**“Continuous Enforcement Order”** means an order that:

- (1) is issued for compliance or abatement and that remains in full force and effect on a property without further requirements to seek additional:
  - (A) compliance and abatement authority; or
  - (B) orders for the same or similar violations;
- (2) authorizes specific ongoing compliance and enforcement activities if a property requires reinspection or additional periodic abatement;
- (3) can be enforced, including assessment of fees and costs, without the need for additional notice or hearing; and
- (4) authorizes the enforcement authority to assess and collect ongoing costs for continuous enforcement order activities from any party that is subject to the enforcement authority's order.

**“Department”** refers to the executive department authorized by ordinance to administer this chapter.

**“Enforcement Authority”** refers to the chief administrative officer of the department, except in a consolidated city.

**“Hearing Authority”** refers to a person or persons designated as such by the executive of a city or county, or by the legislative body of a town. An employee of the enforcement authority may not be designated as the hearing authority.

**“Known or recorded fee interest, life estate interest, or equitable interest of a contract purchaser”** means any fee interest, life estate interest, or equitable interest of a contract purchaser held by a person whose identity and address may be determined from:

- (1) an instrument recorded in the recorder's office of the county where the unsafe premises is located;
- (2) written information or actual knowledge received by the department (or, in the case of a consolidated city, the enforcement authority); or
- (3) a review of department (or, in the case of a consolidated city, the enforcement authority) records that is sufficient to identify information that is reasonably ascertainable.

**“Known or recorded substantial property interest”** means any right in real property, including a fee interest, a life estate interest, a future interest, a mortgage interest, a lien as evidenced by a certificate of sale issued under IC 6-1.1-24, or an equitable interest of a contract purchaser, that:

- (1) may be affected in a substantial way by actions authorized by this chapter; and
- (2) is held by a person whose identity and address may be determined from:
  - (A) an instrument recorded in:
    - (i) the recorder's office of the county where the unsafe premises is located; or



(ii) the office of the county auditor of the county where the unsafe premises are located in the case of a lien evidenced by a certificate of sale issued under IC 6-1.1-24;

(B) written information or actual knowledge received by the department (or, in the case of a consolidated city, the enforcement authority); or

(C) a review of department (or, in the case of a consolidated city, the enforcement authority) records that is sufficient to identify information that is reasonably ascertainable.

**“Substantial property interest”** means any right in real property that may be affected in a substantial way by actions authorized by this chapter, including a fee interest, a life estate interest, a future interest, a mortgage interest, or an equitable interest of a contract purchaser.

**“Unsafe Buildings or Unsafe Premises”** means (a) a building or structure, or any part of a building or structure, that is:

- (1) in an impaired structural condition that makes it unsafe to a person or property;
- (2) a fire hazard;
- (3) a hazard to the public health;
- (4) a public nuisance;
- (5) dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance; or
- (6) vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance;

is considered an unsafe building.

(b) For purposes of this chapter, the following are considered unsafe premises:

- (1) An unsafe building and the tract of real property on which the unsafe building is located.
- (2) A tract of real property, not including land used for production agriculture, that does not contain a building or structure or contains a building or structure that is not considered an unsafe building, if the tract of real property is:
  - (A) a fire hazard;
  - (B) a hazard to public health;
  - (C) a public nuisance; or
  - (D) dangerous to a person or property because of a violation of a statute or an ordinance.

**§ 156.03 Order; Contents; Notice; Expiration.** (a) The enforcement authority may issue an order requiring action relative to any unsafe premises, including:

- (1) vacating of an unsafe building;
- (2) sealing an unsafe building against intrusion by unauthorized persons, in accordance with a uniform standard established by ordinance;
- (3) extermination of vermin in and about the unsafe premises;
- (4) removal of trash, debris, fire hazardous material, or a public health hazard in and about the unsafe premises;
- (5) repair or rehabilitation of an unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy, or use by a statute, a rule adopted under IC 4-22-2, or an ordinance;

- (6) demolition and removal of part of an unsafe building;
- (7) demolition and removal of an unsafe building if:
  - (A) the general condition of the building warrants removal; or
  - (B) the building continues to require reinspection and additional abatement action after an initial abatement action was taken pursuant to notice and an order; and
- (8) requiring, for an unsafe building that will be sealed for a period of more than ninety (90) days:
  - (A) sealing against intrusion by unauthorized persons and the effects of weather;
  - (B) exterior improvements to make the building compatible in appearance with other buildings in the area; and
  - (C) continuing maintenance and upkeep of the building and premises;

in accordance with standards established by ordinance.

Notice of the order must be given under section 25 of this chapter. The ordered action must be reasonably related to the condition of the unsafe premises and the nature and use of nearby properties. The order supersedes any permit relating to building or land use, whether that permit is obtained before or after the order is issued.

- (b) The order must contain the following:
  - (1) The name of the person to whom the order is issued.
  - (2) The legal description or address of the unsafe premises that are the subject of the order.
  - (3) The action that the order requires.
  - (4) The period of time in which the action is required to be accomplished, measured from the time when the notice of the order is given.
  - (5) If a hearing is required, a statement indicating the exact time and place of the hearing, and stating that person to whom the order was issued is entitled to appear at the hearing with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments.
  - (6) If a hearing is not required, a statement that an order under subsection (a)(2), (a)(3), (a)(4), or (a)(5) becomes final ten (10) days after notice is given, unless a hearing is requested in writing by a person holding a fee interest, life estate interest, or equitable interest of a contract purchaser in the unsafe premises, and the request is delivered to the enforcement authority before the end of the ten (10) day period.
  - (7) A statement briefly indicating what action can be taken by the enforcement authority if the order is not complied with.
  - (8) A statement indicating the obligation created by section 27 of this chapter relating to notification of subsequent interest holders and the enforcement authority.
  - (9) The name, address, and telephone number of the enforcement authority.
  - (10) A statement that the hearing authority may determine the property to be abandoned as provided in IC 36-7-37.

(c) The order must allow a sufficient time, of at least ten (10) days, but not more than sixty (60) days, from the time when notice of the order is given, to accomplish the required action. If the order allows more than thirty (30) days to accomplish the action, the order may require that a substantial beginning be made in accomplishing the action within thirty (30) days.

(d) The order expires two (2) years from the day the notice of the order is given, unless one (1) or more of the following events occurs within that two (2) year period:

- (1) A complaint requesting judicial review is filed under section 8 of this chapter.
- (2) A contract for action required by the order is let at public bid under section 11 of this chapter.
- (3) A civil action is filed under section 17 of this chapter.

(e) If the order contains a statement under subsection (a)(6) or (a)(7), notice of the order shall be given to each person with a known or recorded substantial property interest.

**§ 156.04 Hearing Authority – (3) Member Board.** Pursuant to the Unsafe Building Law, this Council hereby establishes a three (3) member Hearing Authority to act on any and all matters that may come before it as prescribed by local ordinance or Indiana law. The three (3) member board shall be made up of the following members:

1. Town Manager
2. Town Council Member (Appointed by the Town Council)
3. A Resident of the Town of Sellersburg (Appointed by the Town Council)

The Hearing Authority shall meet on at least a monthly basis and shall be responsible for following all local ordinances and Indiana laws when performing its duties, including but not limited to, Indiana open door laws. Should a conflict ever exist between a local ordinance and Indiana law, Indiana law shall prevail.

The Resident shall be compensated per meeting at the same rate as other town boards.

**§ 156.05 Failure Or Refusal To Comply With Order; Civil Penalty.** This section applies to an order issued under Ind. Code § 36-7-9-5(a)(5) of this chapter for which a hearing was not requested as provided in section 7 of this chapter.

(a) If the person to whom the order was issued fails or refuses to comply with the order within sixty (60) days or the time specified in the order, the enforcement authority may impose a civil penalty not to exceed two thousand five hundred dollars (\$2,500). The enforcement authority shall give notice of the civil penalty to all persons with a known or recorded substantial property interest in the unsafe premises.

(b) After a civil penalty is imposed under subsection (a), the enforcement authority may impose an additional civil penalty in an amount not to exceed one thousand dollars (\$1,000) every ninety (90) days if the person to whom the order was issued continues to fail or refuse to comply with the order.

(c) If a civil penalty under this section is unpaid for more than fifteen (15) days after payment of the civil penalty is due, the civil penalty may be collected in the same manner as costs under section 13 or 13.5 of Ind. Code § 36-7-9 *et seq.*

The amount of the civil penalty that is collected shall be deposited in the unsafe building fund.

**§ 156.06 Unsafe Building Fund.** Pursuant to Ind. Code § 36-7-9-14, the Enforcement Authority shall establish in its operating budget a fund designated as the Unsafe Building Fund. Any balance

remaining at the end of a fiscal year shall be carried over in the fund for the following year and does not revert to the General Fund. In addition, the list of the money to be deposited into the Unsafe Building Fund can be found at Ind. Code § 36-7-9-14(b) and may be used as set forth at Ind. Code § 36-7-9-14(c). All payments of money from the Unsafe Building Fund must be made in accordance with applicable law.

**§ 156.07 Violations; Penalties.**

(a) A person / entity who:

- (1) remains in, uses, or enters a building in violation of an order made under this chapter;
- (2) knowingly interferes with or delays the carrying out of an order made under this chapter;
- (3) knowingly obstructs, damages, or interferes with persons engaged or property used in performing any work or duty under this chapter; or
- (4) fails to comply with Ind. Code § 36-7-9-27;

commits a Class C infraction and shall be fined \$100 per offense and per violation.

Each day that a violation continues constitutes a separate offense.

This section does not, in any way, limit the Town of Sellersburg or Enforcement Authority from any and all other remedies it may have against the person or entity who may be in violation of this chapter or Indiana law.

This ordinance shall be in full force and effect thirty (30) days upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

The Executive Secretary is hereby tasked with publishing a copy of said Ordinance in a newspaper, as defined by Ind. Code § 5-3-1-0.4, within thirty (30) days of its passage.

So Ordained this 27<sup>th</sup> day of July, 2020

*[Signature page to follow]*

"Aye"

"Nay"

*Brad Amos*

Brad Amos  
Council President

Brad Amos  
Council President

*Matthew Czarnecki*

Matthew Czarnecki  
Council Vice President

Matthew Czarnecki  
Council Vice President

*Terry Langford*

Terry Langford  
Council Member

Terry Langford  
Council Member

*Scott McVoy*

Scott McVoy  
Council Member

Scott McVoy  
Council Member

*Randall Mobley*

Randall Mobley  
Council Member

Randall Mobley  
Council Member

*Michelle D. Miller*

Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 7/27/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 7/27/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 017**

**AN ORDINANCE REGULATING THE SPEED LIMIT ON PERRY CROSSING**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-2, a local authority may adopt by ordinance additional traffic regulations with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-3, a local authority may regulate speed limits and traffic controls with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, this Council now desires to increase the speed limit on Perry Crossing.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. The speed limit on Perry Crossing shall be 40 miles per hour. Speed limit signs shall be installed in the rights-of-way at certain locations more specifically identified by the Town Manager and JTL.
2. The Town Manager shall cause to have installed the necessary signs, in public right-of-way, that comply with state and local laws.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 10 day of August, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 8/10/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 8/10/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 020**

**AN ORDINANCE AMENDING THE 2020 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, this Council is charged with the responsibility of adopting a salary ordinance; and,

**WHEREAS**, this Council now desires to amend the 2020 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries, including amendments, and the respective funds from which to pay said salaries for the calendar year 2020:

1. See Exhibit A attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 24<sup>th</sup> day of August, 2020

*[Signature page to follow]*



"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 8/24/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 8/24/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN





STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2020 – OR – 021

**AN ORDINANCE CONSIDERING AN AMENDMENT TO THE ZONING MAPS OF THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of a town; and,

**WHEREAS**, on the 17<sup>th</sup> day of August, 2020 the Plan Commission of the Town of Sellersburg, Indiana (the “Commission”) adopted *Ordinance 2020-PC-003 – An Ordinance Making A Recommendation for Rezoning Certain Real Property Within the Corporate Limits of the Town of Sellersburg, Indiana*, which more specifically certified the Commission’s favorable recommendation to rezone 3214 Allentown Road, Sellersburg, IN 47172 from B-3 to R-1. (*See Attached Exhibit A*); and,

**WHEREAS**, pursuant to Ind. Code § 36-7-4-608, this Council may adopt or reject the certification from the Commission.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the recommendation by the Commission to rezone 3214 Allentown Road, Sellersburg, IN 47172 from B-3 to R-1 is hereby **Adopted / Rejected** (circle one).

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 24 day of August, 2020

“Aye”

“Nay”

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarniecki  
Matthew Czarniecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarniecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 8/24/2020

MOTION: Mobley

SECOND: Czarniecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 8/24/2020

MOTION: Czarniecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

Duly Entered For Taxation  
Subject To Final Acceptance  
For Transfer

Jul 16 2020 - EE

*Danny Grant*

Auditor of Clark County

202014356 WD \$25.00  
07/17/2020 08:51:46AM 4 PGS

Terry Conway  
Clark County Recorder IN  
Recorded as Presented



State ID: 10-45-16-500-040.000-043 and 10-45-16-500-041.000-043

### WARRANTY DEED

THIS DEED is dated the 15th day of July, 2020, by and between **Sitting Bull LLC**, pursuant to a duly authorized operating agreement of the members, and acting herein by its duly authorized agent, with its principal office and business address located at PO Box 26, Sellersburg IN 47172, GRANTOR(S), and **Michael Anthony Peters and Kim Peters, husband and wife**, whose tax mailing address is 424 Reba Jackson Dr., Jeffersonville IN, 47130, GRANTEE(S);

WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor conveys and warrants to the Grantee(s) a fee simple estate with covenants of GENERAL WARRANTY, as tenants by the entirety, in and to the following described real property, together with all improvements, located in Clark County, Indiana, to wit:

See the attached Exhibit "A" for the legal description of the property conveyed, which is incorporated herein by reference.

Pursuant to I.C. 32-21-2-3(b), the mailing address for the Grantees' property tax statements is:  
424 Reba Jackson Dr., Jeffersonville IN 47130

The Grantor further covenants that it is lawfully seized of the estate hereby conveyed; that it has full right and power to convey same; and that said property is free and clear of all encumbrances.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title, and this conveyance is made subject to, any existing stipulations, easements, restrictions of record, and zoning regulations for Clark County, Indiana, affecting said property, which have been prorated pursuant to the parties' sales contract, and the Grantee(s) hereby assume and agree to pay all future tax bills or installment amounts owed.

IN TESTIMONY WHEREOF, the Grantor conveys on this date by and through the undersigned, Shane Daniel Stader, Member, who swears and affirms under oath and penalties of perjury, the authority to act as the fully authorized representative with respect to this conveyance, and that this authority is vested to the undersigned by operating agreement of all members of Grantor, Sitting Bull LLC.

GRANTOR:

Sitting Bull LLC

BY: 

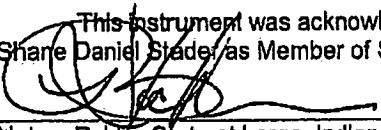
Shane Daniel Stader  
Member

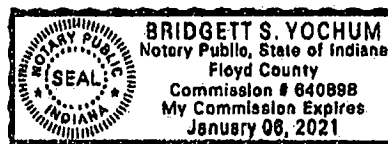
**ACKNOWLEDGMENT NOTARIAL CERTIFICATE:**

State of Indiana

County of Clark

This instrument was acknowledged before me, a notary public, on this 15th day of July, 2020, by Shane Daniel Stader, as Member of Sitting Bull LLC, Seller(s).

  
Notary Public, State at Large, Indiana  
Name Printed: Bridgett S. Yochum  
My Commission Expires: January 6, 2021  
County of Residence Floyd  
Commission No.: 640898



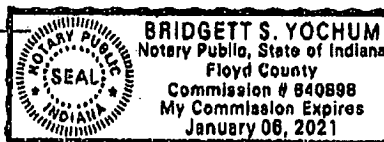
**PROOF OF EXECUTION CERTIFICATE BY WITNESS:**

Bank Wi  
\_\_\_\_\_  
Bank Wilson  
\_\_\_\_\_  
Witness Typed or Printed Name

State of Indiana                    )  
  )  
County of Clark                    )

Before me, a notary public, on this 15th day of July, 2020, personally appeared the above-named WITNESS to the foregoing instrument, who, being duly sworn by me, did depose and say that he/she knows Shane Daniel Stader as Member of Sitting Bull LLC, Seller(s) and Michael Tony Peters and Kim Peters, husband and wife, Buyer(s), to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Seller(s) and Buyer(s) execute the same, and that said witness at the same time subscribed his/her name as a witness thereto.

[Signature]  
\_\_\_\_\_  
Notary Public, State at Large, Indiana  
Name Printed: Bridgett S. Yochum  
My Commission Expires: January 6, 2021  
County of Residence Floyd  
Commission No.: 640898



**Certification:** I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Laurie Anne Kemp, Esq.

**This instrument was prepared without title examination or other legal services based solely upon information provided by the Grantor, by: Kemp Law Office, LLC, By: Laurie Anne Kemp, Esq., 4206 Charlestown Road, Suite 100, New Albany, Indiana 47150. MTA File #IN-2020-3588-KW**



## EXHIBIT "A"

A part of Survey #165 of the Illinois Grant, Carr Township, Clark County, Indiana, and a part of the lands described in Barham D.R. 18-6497, described as follows:

Beginning at a P.K. Nail found at the Intersection of Perry Crossing Road and Allentown Road, Survey #165 of the Illinois Grant, Thence S 29° 41' 26" E, a distance of 266.53 feet along Allentown Rd. to a nail set the True Place of Beginning, Thence S 29° 41' 26" E, a distance of 125.00 feet along Allentown Rd. to a P.K. nail found,

Thence N 55° 00' 05" E, a distance of 462.50 feet to an Iron pin set, Thence N 35° 10' 03" W, a distance of 112.29 feet to an iron pin found, Thence S 55° 03' 47" W, a distance of 258.29 feet to an iron pin set, Thence S 58° 32' 34" W, a distance of 192.69 feet to The True Place of Beginning, Containing 1.2068 acres, subject to the County Road right-of-way and any easements of record.

Subject to any and all easements, agreements and restrictions of record that may apply to the above described real estate.

Being that same property conveyed to Sitting Bull LLC by Deed dated 03/27/2020 and recorded on 04/09/2020 as Instrument Number 202007472, of record in the Office of the Recorder for Clark County, Indiana.



STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 022**

**AN ORDINANCE AMENDING THE EMPLOYEE HANDBOOK FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, on or about the 18<sup>th</sup> day of December, 2017, this Council repealed and replaced the employee handbook for the Town of Sellersburg, Indiana by adopting *Ordinance 2017-OR-034*; and,

**WHEREAS**, since the 18<sup>th</sup> day of December, 2017 this Council has made various amendments to the employee handbook; and,

**WHEREAS**, pursuant to *Ordinance 2020-OR-004*, this Council repealed and replaced its employee handbook for the Town of Sellersburg on the 9<sup>th</sup> day of March, 2020; and,

**WHEREAS**, this Council now desires to make an amendment to the employee handbook specific to PTO for newly hired department heads.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following amendment to Section II: Benefits the employee handbook:

1. **PTO - NEWLY HIRED DEPARTMENT HEADS.** In an effort to be as competitive as possible in the hiring of Department Heads, the Town Manager and Council shall have the authority to negotiate front loaded PTO time, not to exceed the maximum amount of days afforded to town employees with a length of service of 20+ years. Newly Hired Department Heads may not be subject to the current PTO schedule set forth herein if agreed to in writing upon a fully executed offer letter by the parties.
2. All other terms and conditions of the employee handbook are unaffected by this amendment and shall be in full force and effect as if fully restated herein.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 24<sup>th</sup> day of August, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 8/24/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 8/24/2020

MOTION: Langford

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 023**

**AN ORDINANCE TRANSFERRING CERTAIN FUNDS**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to transfer funds for the needs of the Town.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the following funds be transferred:

<u>Amount</u>	<u>From</u>	<u>To</u>
\$3419.13	101301369 S&S STREET MAINT	101301341 S&S INSURANCE
\$3420.00	101301421 S&S FACILITIES	101301341 S&S INSURANCE
\$6837.37	101301443.000 S&S STREET EQUIPMENT	101301341 S&S INSURANCE
\$105.00	101020242.000 PD MISC SUPPLIES	101020341.000 PD INSURANCE

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 24 day of August, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 8/24/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 8/24/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 024**

**AN ORDINANCE DISPOSING OF SURPLUS OR WORTHLESS PERSONAL PROPERTY BELONGING TO THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 5-22-22-3(b), this Council acting as the purchasing agent, may sell property that “belongs to the governmental body, but is no longer needed for the purpose for which it was intended”; and,

**WHEREAS**, if the purchasing agent does not engage an auctioneer or if the surplus property is not sold through an Internet auction site under Section 4.5 of Ind. Code § 5-22-22 *et seq.*, the purchasing agent shall sell the property at a public sale or by sealed bids delivered to the office of the purchasing agency before the date of the sale. Advertisement of sale shall be made in accordance with Ind. Code § 5-3-1 and all sales shall be made to the highest and most responsible bidder. (*Ind. Code § 5-22-22-5*); and,

**WHEREAS**, pursuant to Ind. Code § 5-22-22-8, “if the property is worthless, it may be demolished or junked.” Property may be determined to be worthless or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property; and,

WHEREAS, pursuant to Ind. Code § 36-1-11-9, “[w]henever a disposing agent purchases new property with a condition that property of a similar nature is to be traded in or exchanged as part of the purchase and in reduction of the purchase price, the exchange or trade-in may be made without compliance with section 7 of this chapter but must comply with section 16 of this chapter”;

WHEREAS, this Council, at the recommendation of the Town Manager, has determined a need to dispose certain personal property.

NOW THEREFORE BE IT ORDAINED by this Town Council of Sellersburg, Indiana as follows:

1. The following personal property is deemed surplus, junk, or worthless:

Year	Make	Model	VIN	Mileage
1986	Chevrolet	Pickup	2GCDC14H5G1166558	70,087
1994	Chevy	Dump	1GBJK34KORE276629	104,000
2000	Chevy	Silverado	1GCEC14W9YE105085	176,000
2001	Ford	F34	1FDSF34F31EB21726	118,905
2002	GM	Sweeper	JALE5B14237901157	
1996		Box Trailer	1WC200L28T1070489	
1999	Ford	F350	1FTWX32SOXE30635	119,785
2000	Ford	F250	1FTNW21F8YEB49175	118,081
2008	Ford	F250	1FTSX215X8EA50963	167,733
1995	Ford	Garbage	1FDYS82E6SVA82161	
	Case	Mini trailer excavator	JAF0217326	
	Case	Mini trailer excavator- nonworking	VH4D1- 444082-92080878	
	Cub Cadet Tractor	Lo- Boy	25661 J	

2. This Council, understanding the aforementioned personal property grants the Town Manager with the authority to sell said personal property pursuant to Ind. Code § 5-22-22 et seq. or if the property is deemed worthless then to have the property scrapped.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of September, 2020.



"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 9/14/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 5 AYE 0 NAY 0 ABSTAIN

Waived SECOND READING

DATE: 9/14/2020

MOTION: McVoy

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 025**

**AN ORDINANCE AMENDING ORDINANCE 2018 – OR – 009 REGARDING THE LONGEVITY PAY FOR FULL TIME EMPLOYEES OF THE TOWN OF SELLERSBURG.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to amend said ordinances and resolutions; and,

**WHEREAS**, this Council has previously adopted *Ordinance 2015-010 Establishing Longevity Pay for Full Time Employees of The Town of Sellersburg*; and,

**WHEREAS**, this Council adopted *Ordinance 2017-OR-028*, which amended *Ordinance 2015-010 Establishing Longevity Pay for Full Time Employees of The Town of Sellersburg*; and,

**WHEREAS**, on June 11, 2018, this Council previously adopted *Ordinance 2018-OR-009 Amending Ordinance 2017-OR-028 Establishing Longevity Pay for Full Time Employees of The Town of Sellersburg*; and,

**WHEREAS**, this Council now desires to amend the aforementioned *Ordinance 2018-OR-009*.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following amendment to *Ordinance 2018-OR-009*:

1. Section 1 of Ordinance 2018-OR-009 shall be repealed and replaced with the following:

“All full time employees, including the Clerk Treasurer, who have served at least two (2) consecutive, full-time, non-interrupted years of service with the Town of Sellersburg, as of the adoption of the herein ordinance, shall be eligible to receive annually, on his/her anniversary date, the lump sum amount of Five Hundred Dollars (\$500.00), multiplied by the number of consecutive years’ of service from his/her anniversary date that the eligible employee has with the Town of Sellersburg, with a maximum accumulation of twenty (20) years of service.”

- 2. All other sections of Ordinance 2018-OR-009 remain unchanged and in full force and effect.
- 3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council and shall be retroactive to June 11, 2018.

So Ordained this 14<sup>th</sup> day of September, 2020.

"Aye"

"Nay"

Brad Amos  
 Brad Amos  
 Council President

\_\_\_\_\_  
 Brad Amos  
 Council President

Matthew Czarnecki  
 Matthew Czarnecki  
 Council Vice President

\_\_\_\_\_  
 Matthew Czarnecki  
 Council Vice President

Terry Langford  
 Terry Langford  
 Council Member

\_\_\_\_\_  
 Terry Langford  
 Council Member

Scott McVoy  
 Scott McVoy  
 Council Member

\_\_\_\_\_  
 Scott McVoy  
 Council Member

Randall Mobley  
 Randall Mobley  
 Council Member

\_\_\_\_\_  
 Randall Mobley  
 Council Member

Michelle D. Miller  
 Attested by: Michelle Miller  
 Sellersburg Clerk-Treasurer

FIRST READING

DATE: 9/14/2020

MOTION: Langford  
 VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND: Czarnecki

Waived SECOND READING

DATE: 9/14/2020

MOTION: McVoy  
 VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND: Czarnecki

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 - OR - 026**

**AN ORDINANCE AMENDING THE 2020 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this "Council") is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, this Council is charged with the responsibility of adopting a salary ordinance; and,

**WHEREAS**, this Council now desires to amend the 2020 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries, including amendments, and the respective funds from which to pay said salaries for the calendar year 2020:

1. See Exhibit A attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of September, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 9/14/2020

MOTION: Czarnecki

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING - waived

DATE: 9/14/2020

MOTION: McVoy

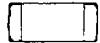
SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

TOWN OF SELLERSBURG   2020 SALARY ORDINANCE   EXHIBIT A	Full/Part Time	Max # of Employees with Title	Exempt/Non-Exempt	Fund					Salary							
				General	Wastewater	Water	CEDIT	Parks	Hourly		Daily		Bi-Weekly		Annually	
									Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>Public Works</b>																
Town Manager	Full-time	1	Exempt	15%	45%	40%							\$2,500.00	\$3,846.16		
Wastewater Operator/Supervisor	Full-time	1	Exempt		100%								\$1,923.06	\$2,750.00		
Wastewater Team Members	Full-time	7	Non-Exempt		100%				\$17.00	\$24.00						
Building Commissioner	Full-time	1	Exempt				100%						\$1,923.08	\$2,600.00		
Director of P&Z	Full-time	1	Exempt	100%									\$1,923.08	\$2,600.00		
MS4 Coordinator/Property Manager/Drainage	Full-time	1	Non-Exempt	34%	33%	33%			\$22.00	\$24.00						
Streets & Sanitation Supervisor	Full-time	1	Exempt	80%	10%	10%							\$1,730.76	\$2,400.00		
Streets & Sanitation Team Members	Full-time	4	Non-Exempt	80%	10%	10%			\$17.00	\$24.00						
Water Distribution Operator	Full-time	1	Exempt			100%							\$1,730.76	\$2,400.00		
Drinking Water Operator	Full-time	1	Non-Exempt			100%							\$1,923.08	\$2,400.00		
Water Team Members	Full-time	7	Non-Exempt			100%			\$17.00	\$24.00						
Utility Billing Coordinator	Full-time	1	Non-Exempt		50%	50%			\$17.50	\$21.00						
Billing Office Clerk	Full-time	4	Non-Exempt		50%	50%			\$15.50	\$19.00						
Wastewater Department Team Member On-Call	Full-time		Non-Exempt		100%						\$21.43	\$21.43				
Water Department Team Member On-Call	Full-time		Non-Exempt			100%					\$21.43	\$21.43				
Streets & Sanitation Team Member On-Call	Full-time		Non-Exempt	100%							\$21.43	\$21.43				
Water Town Council Liaison	Full-time	1	Exempt			100%										\$1,200.00
Wastewater Town Council Liaison	Full-time	1	Exempt		100%											\$1,200.00
Streets & Sanitation Town Council Liaison	Full-time	1	Exempt	100%												\$1,200.00
<b>Police</b>																
Chief of Police	Full-time	1	Exempt (appointed)	100%									\$2,361.04	\$2,920.00		
Major	Full-time	1	Exempt	100%									\$2,037.20	\$2,500.00		
Detective	Full-time	2	Non-Exempt	100%									\$1,772.44	\$2,200.00		
Sergeant	Full-time	4	Non-Exempt	100%									\$1,772.44	\$2,020.00		
Patrolman	Full-time	9	Non-Exempt	100%									\$1,730.76	\$1,923.08		
Full Time Police Secretary	Full-time	1	Non-Exempt	100%					\$17.50	\$22.00						
Full Time Records Clerk	Full-time	1	Non-Exempt	100%					\$15.50	\$20.00						
Police Commissioners   President	Part-time	1	Exempt (appointed)	100%												\$1,800.00
Police Commissioners	Part-time	4	Exempt (appointed)	100%												\$1,200.00
Police Commissioners Secretary (non-voting)	Part-time	1	Non-Exempt	100%												\$1,200.00
Police Commissioners Town Council Member Liaison (non-voting)	Part-time	1	Exempt (appointed)	100%												\$1,200.00
Uniform Allowance per Ordinance				100%												\$1,200.00
Off Duty Court Pay per Ordinance				100%												\$150.00
<b>Administration</b>																
Town Council President/Board of Public Works	Part-time	1	Exempt (elected)	50%	25%	25%										\$12,000.00
Town Council Members/Board of Public Works	Part-time	4	Exempt (elected)	50%	25%	25%										\$11,000.00
Town Council Executive Secretary	Full-time	1	Exempt	80%	10%	10%							\$1,600.00	\$2,200.00		\$11,000.00
HR Administrator	Part-time	1	Non-Exempt	50%	25%	25%										\$37,500.00
Planning and Zoning Board President	Part-time	1	Exempt (appointed)	100%												\$1,800.00
Planning and Zoning Board Members	Part-time	4	Exempt (appointed)	100%												\$1,200.00
Planning and Zoning Town Council Members	Part-time	2	Exempt (appointed)	100%												\$1,200.00
Planning and Zoning Board Secretary (Appointed by BZ Board) (non-voti	Part-time	1	Non-Exempt	100%												\$1,200.00
BZA Board President	Part-time	1	Exempt (appointed)	100%												\$2,100.00
BZA Board Members	Part-time	4	Exempt (appointed)	100%												\$1,400.00
BZA Secretary (Appointed by BZA Board) (non-voting)	Part-time	1	Non-Exempt	100%												\$1,400.00
Redevelopment Board   President	Part-time	1	Exempt (appointed)	100%												\$1,800.00
Redevelopment Board Members	Part-time	4	Exempt (appointed)	100%												\$1,200.00
Redevelopment Secretary (Appointed by Redev. Comm.) (not-voting)	Part-time	1	Non-Exempt	100%												\$1,200.00
<b>Clerk-Treasurer</b>																
Clerk-Treasurer + Longevity per Ordinance 2017-OR-028	Full-time	1	Exempt	34%	33%	33%							\$2,038.46	\$2,038.46		
Chief Deputy Clerk-Treasurer	Full-time	1	Exempt (appointed)	34%	33%	33%							\$1,915.38	\$2,200.00		
Deputy Clerk-Treasurer	Full-time	1	Non-Exempt (appointed)	34%	33%	33%			\$15.50	\$18.00						

**Parks and Recreation**

Parks and Recreation Director	Part-time	1	Non-Exempt					100%	\$17.50	\$20.00						
Assistant Pool Manager (seasonal)	Part-time	2	Non-Exempt					100%	\$12.50	\$14.50						
Lifeguard (seasonal)	Part-time	14	Non-Exempt					100%	\$10.50	\$13.00						
Concession Worker (seasonal)	Part-time	4	Non-Exempt					100%	\$9.22	\$10.00						
Maintenance Worker	Part-time	1	Non-Exempt					100%	\$10.00	\$16.00						
Parks and Recreation Board President	Part-time	1	Exempt (appointed)					100%								\$1,800.00
Parks and Recreation Board Members	Part-time	4	Exempt (appointed)					100%								\$1,200.00
Parks and Recreation Town Council Liaison (non-voting)	Part-time	1	Exempt (appointed)					100%								\$1,200.00
Parks and Recreation Board Secretary (non-voting)	Part-time	1	Non-Exempt					100%								\$1,200.00



STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 027**

**AN ORDINANCE AMENDING ORDINANCE 2020 – OR – 025 REGARDING THE LONGEVITY PAY FOR FULL TIME EMPLOYEES OF THE TOWN OF SELLERSBURG.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to amend said ordinances and resolutions; and,

**WHEREAS**, this Council has previously adopted *Ordinance 2015-010 Establishing Longevity Pay for Full Time Employees of The Town of Sellersburg*; and,

**WHEREAS**, this Council adopted *Ordinance 2017-OR-028*, which amended *Ordinance 2015-010 Establishing Longevity Pay for Full Time Employees of The Town of Sellersburg*; and,

**WHEREAS**, on June 11, 2018, this Council previously adopted *Ordinance 2018-OR-009 Amending Ordinance 2017-OR-028 Establishing Longevity Pay for Full Time Employees of The Town of Sellersburg*; and,

**WHEREAS**, on September 14, 2020 this Council adopted *Ordinance 2020 – OR – 025 Amending Ordinance 2018 – OR – 009 Regarding The Longevity Pay for Full Time Employees of The Town of Sellersburg* and now desires to once again amend the aforementioned *Ordinance 2020 – OR – 025*.



**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana  
the following amendment to *Ordinance 2020 – OR – 025*:

1. Section 1 of Ordinance 2020-OR-025 shall be repealed and replaced with the following:

“All full time employees, including the Clerk Treasurer, who have served at least two (2) consecutive, full-time, non-interrupted years of service with the Town of Sellersburg, as of the adoption of the herein ordinance, shall be eligible to receive annually, on his/her anniversary date, the lump sum of one percent times the salary of a starting patrolman (i.e.  $1\% \times \$50,000 = \$500$ ), which may change from time to time, multiplied by the number of consecutive years’ of service from his/her anniversary date that the eligible employee has with the Town of Sellersburg, with a maximum accumulation of twenty (20) years of service.”

2. All other sections of Ordinance 2020-OR-025 remain unchanged and in full force and effect.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council and shall be retroactive to January 1, 2020.

So Ordained this 12<sup>th</sup> day of October, 2020.

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Absent  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 10/12/2020

MOTION: Czarnecki

SECOND: Mobley

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 10/12/2020

MOTION: Langford

SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 0 ABSTAIN

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/21/2020 12:07:04 PM

Ordinance / Resolution Number: 2020-OR-028

Be it ordained/resolved by the **Sellersburg Civil Town** that for the expenses of **SELLERSBURG CIVIL TOWN** for the year ending December 31, **2021** the sums herein specified are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition, for the purposes of raising revenue to meet the necessary expenses of **SELLERSBURG CIVIL TOWN**, the property tax levies and property tax rates as herein specified are included herein. Budget Form 4-B for all funds must be completed and submitted in the manner prescribed by the Department of Local Government Finance.

This ordinance/resolution shall be in full force and effect from and after its passage and approval by the **Sellersburg Civil Town**.

Name of Adopting Entity / Fiscal Body	Type of Adopting Entity / Fiscal Body	Date of Adoption
Sellersburg Civil Town	Town Council	10/26/2020

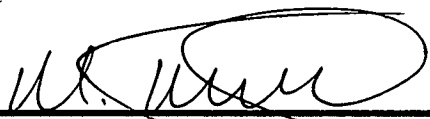
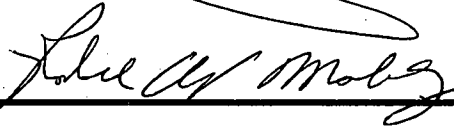
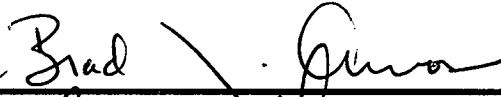

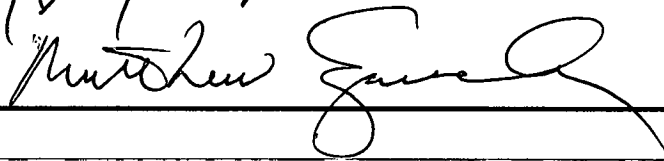
Funds				
Fund Code	Fund Name	Adopted Budget	Adopted Tax Levy	Adopted Tax Rate
0061	RAINY DAY	\$370,000	\$0	0.0000
0101	GENERAL	\$4,121,805	\$2,300,000	0.6611
0342	POLICE PENSION	\$100,000	\$0	0.0000
0706	LOCAL ROAD & STREET	\$150,000	\$0	0.0000
0708	MOTOR VEHICLE HIGHWAY	\$234,000	\$0	0.0000
1303	PARK	\$705,782	\$155,000	0.0446
2379	CUMULATIVE CAPITAL IMP (CIG TAX)	\$14,000	\$0	0.0000
		<b>\$5,695,587</b>	<b>\$2,455,000</b>	<b>0.7057</b>


Home-Ruled Funds (Not Reviewed by DLGF)		
Fund Code	Fund Name	Adopted Budget
9500	LOIT PUB SAFETY	\$200,000
9501	LECE	\$15,000
9502	CEDIT	\$305,000
9505	RETIREE'S INSURANCE FUND	\$100,000
		<b>\$620,000</b>

# ORDINANCE OR RESOLUTION FOR APPROPRIATIONS AND TAX RATES

State Form 55865 (7-15)  
 Approved by the State Board of Accounts, 2015  
 Prescribed by the Department of Local Government Finance

Budget Form No. 4  
 Generated 10/21/2020 12:07:04 PM

Name		Aye <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Abstain <input type="checkbox"/>	Signature
Scott McVoy		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randall Mobley		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Brad Amos		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Terry Langford		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Matthew Czarnecki		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST		
Name	Title	Signature
Michelle D. Miller	Clerk.-Treasurer	

MAYOR ACTION (For City use only)			
Name		Signature	Date
	Approve <input type="checkbox"/>		
	Veto <input type="checkbox"/>		

In accordance with IC 6-1.1-17-16(k), we state our intent to issue debt after December 1 and before January 1 Yes  No

In accordance with IC 6-1.1-17-16(k), we state our intent to file a shortfall appeal after December 1 and before December 31 Yes  No

**Budget Estimate- Financial Statement-Proposed Tax Rate**

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 0061 - RAINY DAY  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$634,671
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$370,000
<b>4. Total Cash and Revenues</b>	<b>\$1,004,671</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$0
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$0</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$1,004,671</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy		
12. Property Tax Cap Impact		
13. Miscellaneous	\$0	\$0
<b>14. Budget Year Total Revenues</b>	<b>\$0</b>	<b>\$0</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$370,000	\$370,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers		
<b>17. Total 2021 Expenses</b>	<b>\$370,000</b>	<b>\$370,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$634,671	\$634,671
---	-----------	-----------

	Advised Amount	Adopted Amount
Net Assessed Value		
Property Tax Rate		

### Form Signature

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

I hereby acknowledge that the submission of this document through the Gateway password and PIN system constitutes an "electronic signature" as defined in IC 5-24-2-2. This submission is intended to, and hereby does, constitute authentication and approval of the submitted document as required by the Indiana Code. I understand that this electronic signature takes the place of my handwritten signature and accomplishes the same purposes as would my handwritten signature in the same circumstance. I further acknowledge that this electronic signature has the same force and effect as my handwritten signature and can and will be used for all lawful purposes. I affirm that I have the real and apparent authority to electronically sign and submit this document on behalf of the unit.

### Budget Estimate- Financial Statement-Proposed Tax Rate

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 0101 - GENERAL  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$3,224,789
2. Property Taxes To be Collected	\$935,673
3. Miscellaneous Revenue	\$869,901
<b>4. Total Cash and Revenues</b>	<b>\$5,030,363</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$2,161,746
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$370,000
7a). Transfers Out and Outstanding Temporary Loans	\$370,000
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$2,531,746</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$2,498,617</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy	\$2,300,000	\$2,300,000
12. Property Tax Cap Impact	\$35,438	\$35,438
13. Miscellaneous	\$1,629,018	\$1,629,018
<b>14. Budget Year Total Revenues</b>	<b>\$3,893,580</b>	<b>\$3,893,580</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$4,121,805	\$4,121,805
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers	\$0	\$0
<b>17. Total 2021 Expenses</b>	<b>\$4,121,805</b>	<b>\$4,121,805</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$2,270,392	\$2,270,392
---	-------------	-------------

	Advised Amount	Adopted Amount
Net Assessed Value	\$347,884,367	\$347,884,367
Property Tax Rate	0.6611	0.6611

### Form Signature

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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### Budget Estimate- Financial Statement-Proposed Tax Rate

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 0342 - POLICE PENSION  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$165,924
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$46,874
<b>4. Total Cash and Revenues</b>	<b>\$212,798</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$73,529
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$73,529</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$139,269</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy	\$0	\$0
12. Property Tax Cap Impact	\$0	\$0
13. Miscellaneous	\$93,748	\$93,748
<b>14. Budget Year Total Revenues</b>	<b>\$93,748</b>	<b>\$93,748</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$100,000	\$100,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers	\$0	\$0
<b>17. Total 2021 Expenses</b>	<b>\$100,000</b>	<b>\$100,000</b>

<b>18. Operating Balance - Estimated December 31st 2021</b>		
Cash Balance (Line 9 + 14 - 17)	\$133,017	\$133,017

	Advised Amount	Adopted Amount
Net Assessed Value	\$347,884,367	\$347,884,367
Property Tax Rate	0.0000	0.0000

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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### Budget Estimate- Financial Statement-Proposed Tax Rate

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 0706 - LOCAL ROAD & STREET  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$351,206
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$55,710
<b>4. Total Cash and Revenues</b>	<b>\$406,916</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$127,000
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$127,000</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$279,916</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy	\$0	\$0
12. Property Tax Cap Impact	\$0	\$0
13. Miscellaneous	\$123,369	\$123,369
<b>14. Budget Year Total Revenues</b>	<b>\$123,369</b>	<b>\$123,369</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$150,000	\$150,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers	\$0	\$0
<b>17. Total 2021 Expenses</b>	<b>\$150,000</b>	<b>\$150,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$253,285	\$253,285
---	-----------	-----------

	Advised Amount	Adopted Amount
Net Assessed Value	\$347,884,367	\$347,884,367
Property Tax Rate	0.0000	0.0000

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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**Budget Estimate- Financial Statement-Proposed Tax Rate**

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 0708 - MOTOR VEHICLE HIGHWAY  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$474,649
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$95,875
<b>4. Total Cash and Revenues</b>	<b>\$570,524</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$163,857
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$163,857</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$406,667</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy	\$0	\$0
12. Property Tax Cap Impact	\$0	\$0
13. Miscellaneous	\$238,750	\$238,750
<b>14. Budget Year Total Revenues</b>	<b>\$238,750</b>	<b>\$238,750</b>
<b>Expenses</b>	<b>Advised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$234,000	\$234,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers	\$0	\$0
<b>17. Total 2021 Expenses</b>	<b>\$234,000</b>	<b>\$234,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$411,417	\$411,417
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	Advised Amount	Adopted Amount
Net Assessed Value	\$347,884,367	\$347,884,367
Property Tax Rate	0.0000	0.0000

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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### Budget Estimate- Financial Statement-Proposed Tax Rate

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 1303 - PARK  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$409,459
2. Property Taxes To be Collected	\$62,721
3. Miscellaneous Revenue	\$6,293
<b>4. Total Cash and Revenues</b>	<b>\$478,473</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$267,528
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$267,528</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$210,945</b>

<b>Budget Year - 2021</b>		
	Advertised Amount	Adopted Amount
<b>Revenues</b>		
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy	\$155,000	\$155,000
12. Property Tax Cap Impact	\$2,375	\$2,375
13. Miscellaneous	\$449,454	\$449,454
<b>14. Budget Year Total Revenues</b>	<b>\$602,079</b>	<b>\$602,079</b>
<b>Expenses</b>		
15. 2021 Budget Estimate	\$705,782	\$705,782
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers	\$0	\$0
<b>17. Total 2021 Expenses</b>	<b>\$705,782</b>	<b>\$705,782</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$107,242	\$107,242
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	Advised Amount	Adopted Amount
Net Assessed Value	\$347,884,367	\$347,884,367
Property Tax Rate	0.0446	0.0446

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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**Budget Estimate- Financial Statement-Proposed Tax Rate**

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 2379 - CUMULATIVE CAPITAL IMP (CIG TAX)  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$91,267
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$6,865
<b>4. Total Cash and Revenues</b>	<b>\$98,132</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$14,000
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	\$0
<b>8. Total Expenses required</b>	<b>\$14,000</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$84,132</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy	\$0	\$0
12. Property Tax Cap Impact	\$0	\$0
13. Miscellaneous	\$13,729	\$13,729
<b>14. Budget Year Total Revenues</b>	<b>\$13,729</b>	<b>\$13,729</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$14,000	\$14,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers	\$0	\$0
<b>17. Total 2021 Expenses</b>	<b>\$14,000</b>	<b>\$14,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$83,861	\$83,861
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	Advised Amount	Adopted Amount
Net Assessed Value	\$347,884,367	\$347,884,367
Property Tax Rate	0.0000	0.0000

### Form Signature

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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### Budget Estimate- Financial Statement-Proposed Tax Rate

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 9500 - LOIT PUB SAFETY  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$164,456
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$123,623
<b>4. Total Cash and Revenues</b>	<b>\$288,079</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$80,181
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	
<b>8. Total Expenses required</b>	<b>\$80,181</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$207,898</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy		
12. Property Tax Cap Impact		
13. Miscellaneous	\$243,399	\$243,399
<b>14. Budget Year Total Revenues</b>	<b>\$243,399</b>	<b>\$243,399</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$200,000	\$200,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers		
<b>17. Total 2021 Expenses</b>	<b>\$200,000</b>	<b>\$200,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$251,297	\$251,297
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	Advised Amount	Adopted Amount
Net Assessed Value		
Property Tax Rate		

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

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**Budget Estimate- Financial Statement-Proposed Tax Rate**

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 9501 - LECE  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$81,858
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$4,249
<b>4. Total Cash and Revenues</b>	<b>\$86,107</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$15,000
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	
<b>8. Total Expenses required</b>	<b>\$15,000</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$71,107</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy		
12. Property Tax Cap Impact		
13. Miscellaneous	\$7,529	\$7,529
<b>14. Budget Year Total Revenues</b>	<b>\$7,529</b>	<b>\$7,529</b>
<b>Expenses</b>	<b>Advised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$15,000	\$15,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers		
<b>17. Total 2021 Expenses</b>	<b>\$15,000</b>	<b>\$15,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$63,636	\$63,636
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	Advised Amount	Adopted Amount
Net Assessed Value		
Property Tax Rate		

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

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### Budget Estimate- Financial Statement-Proposed Tax Rate

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 9502 - CEDIT  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$1,071,161
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$107,464
<b>4. Total Cash and Revenues</b>	<b>\$1,178,625</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$101,882
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	
<b>8. Total Expenses required</b>	<b>\$101,882</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$1,076,743</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy		
12. Property Tax Cap Impact		
13. Miscellaneous	\$208,600	\$208,600
<b>14. Budget Year Total Revenues</b>	<b>\$208,600</b>	<b>\$208,600</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$305,000	\$305,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers		
<b>17. Total 2021 Expenses</b>	<b>\$305,000</b>	<b>\$305,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$980,343	\$980,343
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	Advised Amount	Adopted Amount
Net Assessed Value		
Property Tax Rate		

**Form Signature**

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

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**DATE**

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**Budget Estimate- Financial Statement-Proposed Tax Rate**

**Taxing Unit:** 0552 - SELLERSBURG CIVIL TOWN  
**Fund Name:** 9505 - RETIREE'S INSURANCE FUND  
**County:** 10 - Clark County  
**Year:** 2021

<b>July to December - 2020</b>	
<b>Cash Balance and Revenues</b>	
1. June 30th Cash Balance	\$137,392
2. Property Taxes To be Collected	\$0
3. Miscellaneous Revenue	\$2,040
<b>4. Total Cash and Revenues</b>	<b>\$139,432</b>
<b>Expenses</b>	
5. Necessary Expenditures	\$10,000
6. Additional Appropriations	\$0
7. Outstanding Temporary Loans and Transfers	\$0
7a). Transfers Out and Outstanding Temporary Loans	\$0
7b). Reserved	\$0
7c). School Transfers	
<b>8. Total Expenses required</b>	<b>\$10,000</b>
<b>9. Estimated December 31st 2020 Cash Balance (Line 4 - 8)</b>	<b>\$129,432</b>

<b>Budget Year - 2021</b>		
<b>Revenues</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
10. Reserved for DLGF Application of Levy Excess		
11. Property Tax Levy		
12. Property Tax Cap Impact		
13. Miscellaneous	\$4,080	\$4,080
<b>14. Budget Year Total Revenues</b>	<b>\$4,080</b>	<b>\$4,080</b>
<b>Expenses</b>	<b>Advertised Amount</b>	<b>Adopted Amount</b>
15. 2021 Budget Estimate	\$100,000	\$100,000
16. Outstanding Temporary Loans and Transfers	\$0	\$0
16a). Transfers Out and Outstanding Temporary Loans	\$0	\$0
16b). Reserved	\$0	\$0
16c). School Transfers		
<b>17. Total 2021 Expenses</b>	<b>\$100,000</b>	<b>\$100,000</b>

18. Operating Balance - Estimated December 31st 2021 Cash Balance (Line 9 + 14 - 17)	\$33,512	\$33,512
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	Advised Amount	Adopted Amount
Net Assessed Value		
Property Tax Rate		

### Form Signature

**NAME**

Michelle Miller

**TITLE**

Clerk Treasurer

**SIGNATURE/PIN**

\*\*\*\*

**DATE**

10/21/2020

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STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 029**

**AN ORDINANCE AMENDING ORDINANCE 2010-014 REGARDING THE REGULATIONS OF WEEDS, GRASS, AND RANK VEGETATION WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF SELLERSBURG.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, on the 26<sup>th</sup> day of July, 2010, this Council adopted *Ordinance No. 2010-014 An Ordinance Amending The Sellersburg Town Code Regarding The Regulations of Weeds, Grass, and Rank Vegetation Within The Municipal Limits And The Declaration Of Nuisance For Same And The Enforcement Of Violations Thereof*; and,

**WHEREAS**, from time to time this Council desires to amend its ordinances for the betterment of the Town and effective administration of its duties.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. Any responsibilities and duties delegated to the Clerk-Treasurer in Ordinance No. 2010-014 shall now be the duties of the Builder Commissioner or his designee.
2. All other sections of Ordinance No. 2006-021 and Ordinance No. 2010-014 are unaffected by this ordinance and remain in full force and effect.
3. This ordinance shall be in full force and effect upon its adoption and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected members of this Council.

So Ordained this 9th day of November, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 11/9/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 11/9/2020

MOTION: McVoy

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2020 – OR – 030

**AN ORDINANCE AMENDING CHAPTER 51 “GARBAGE AND REFUSE” OF THE CODIFICATION OF ORDINANCES FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time, this council finds it necessary to amend certain ordinances.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. Section 51.02(E) Garbage Can Parts and Labor - is hereby added and states as follows:

Each resident who has purchased a 96-gallon container(s) from the Town of Sellersburg shall be permitted to purchase replacement kits from Town. The costs of the kits are as follows:

**LID KIT- \$35.00**

- |                |                    |
|----------------|--------------------|
| TO99796        | LID                |
| TO5197-00-0000 | LID STRAP CLAW     |
| TO5610-00-M522 | LID HINGE FASTENER |

**WHEEL KIT - \$30.00**

- |                |              |
|----------------|--------------|
| TO6250-10-0200 | WHEEL        |
| TO5647-00-ZINC | AXLE         |
| TO5215-00-PLTD | AXLE PAL NUT |

**PICK-UP BAR KIT - \$7.00**

- |                |          |
|----------------|----------|
| TO5945-20-GALV | STOP BAR |
|----------------|----------|

**INSTALLATION SERVICE COST - \$25.00**


Each garbage can and parts associated therewith has a one (1) year labor and parts warranty.

- 2. All other sections of Chapter 51 remain unaffected by this Ordinance and continue to be in full force and effect.
- 3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

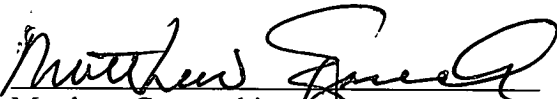
So Ordained this 9th day of November, 2020

“Aye”


“Nay”

  
 \_\_\_\_\_  
 Brad Amos  
 Council President

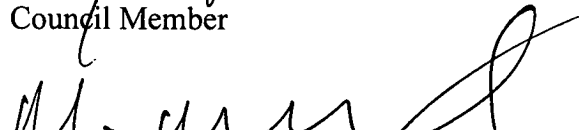
\_\_\_\_\_  
 Brad Amos  
 Council President

  
 \_\_\_\_\_  
 Matthew Czarnecki  
 Council Vice President

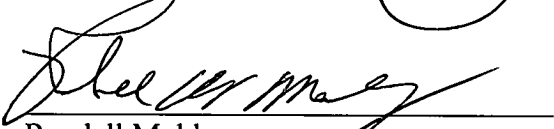
\_\_\_\_\_  
 Matthew Czarnecki  
 Council Vice President

  
 \_\_\_\_\_  
 Terry Langford  
 Council Member

\_\_\_\_\_  
 Terry Langford  
 Council Member

  
 \_\_\_\_\_  
 Scott McVoy  
 Council Member

\_\_\_\_\_  
 Scott McVoy  
 Council Member

  
 \_\_\_\_\_  
 Randall Mobley  
 Council Member

\_\_\_\_\_  
 Randall Mobley  
 Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 11/9/2020

MOTION: M<sup>o</sup>Voyn

SECOND: Czarniecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 11/9/2020

MOTION: Czarniecki

SECOND: Mohley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 031**

**AN ORDINANCE REGULATING TRAFFIC CONTROL ON OLD SR 60**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-2, a local authority may adopt by ordinance additional traffic regulations with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, pursuant to Ind. Code § 9-21-1-3, a local authority may regulate speed limits and traffic controls with respect to highways under the authority’s jurisdiction; and,

**WHEREAS**, due to improvements made to highways within Sellersburg’s jurisdiction, this Council now desires to regulate certain traffic controls on Old SR 60 between SR 60 and CR 311.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. No trucks, except for delivery, shall traverse on the section of Old SR 60 between SR 60 and CR 311. *(i.e. No thru trucks over 26,000 lbs.) amended in open meeting JLD*
2. Any persons found to be in violation of this ordinance shall be fined \$250.00 per offense, payable within thirty (30) days to the Town of Sellersburg, Indiana. Failure to pay the fine within said timeframe will result in legal action to enforce this ordinance.
3. This ordinance is adopted as of the date below, as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected members of this Council, and shall be in full force and effect thirty (30) days’ after publication.
4. The Executive Secretary is charged with the duty of publishing, pursuant to Ind. Code § 5-3-1-2, a copy of this ordinance and the Town Manager shall cause to have the appropriate signs installed in public rights-of-way consistent with Town and INDOT standards.



So Ordained this 9th day of November, 2020

"Aye"

"Nay"

Brad Amos

Brad Amos  
Council President

Brad Amos

Brad Amos  
Council President

Matthew Czarnecki

Matthew Czarnecki  
Council Vice President

Matthew Czarnecki  
Council Vice President

Terry Langford

Terry Langford  
Council Member

Terry Langford  
Council Member

Scott McVoy

Scott McVoy  
Council Member

Scott McVoy  
Council Member

Randall Mobley

Randall Mobley  
Council Member

Randall Mobley  
Council Member

Michelle D. Miller

Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 11/9/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 11/9/2020

MOTION: Czarnecki

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 032**

**AN ORDINANCE APPROVING ADDITIONAL APPROPRIATIONS FOR THE TOWN OF SELLERSBURG, INDIANA**

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

**Whereas**, this matter was considered at an open meeting to which the public were invited to participate; and

**Now, therefore, be it ordained** by the Town Council of the Town of Sellersburg, Clark County, that for the expenses of the Town of Sellersburg the following additional sums of money are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

<b><u>Fund Name:</u></b>	<b><u>Amount:</u></b>
County Economic Development Income Tax (CEDIT)	\$500,000.00
Public Safety Local Income Tax (LIT-PS)	\$ 20,000.00

Adopted this 23rd day of November, 2020.

“Signature Page to Follow”

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 11/23/2020

MOTION: Czarnecki

SECOND: Langford

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 11/23/2020

MOTION: Langford

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN



**CERTIFIED COPY OF ADDITIONAL APPROPRIATION**  
 State Form 55819 (R4 / 2-19)  
 PRESCRIBED BY THE DEPARTMENT OF LOCAL GOVERNMENT FINANCE

**Section I**

When reporting the appropriation of bond proceeds, complete Section I; lines A, B, C and 5 of Section II; Section III; and Section IV.

UNIT NAME: TOWN OF SELLERSBURG  
 COUNTY NAME: CLARK

Unit Number: 0552  
 County Number: 10

Date of Publication (month, day, year): 11/10/2020 Newspaper Name: NEWS AND TRIBUNE  
 Date of Publication (month, day, year): \_\_\_\_\_ Newspaper Name: \_\_\_\_\_  
 Date of Public Hearing (month, day, year): \_\_\_\_\_  
 Date Resolution Passed (month, day, year): 11/23/2020  
 Date Resolution Passed (month, day, year): 11/23/2020

DLGF USE ONLY	
Date Received (month, day, year):	_____
Order Number:	_____

**Section II**

Complete a column for each fund for which the additional appropriations are being made. Values omitted from the sheet may impact the Department's review and approval of the request. Rows A and B should be completed using the fund number and fund name as listed on the Fund Report of the Final 1782 Notice issued by the Department.

A. DLGF Fund Number	406	229				
B. Fund Name	CEDIT	LIT PUBLIC SAFETY				
C. Appropriation Amount Requested	\$500,000.00	\$20,000.00				
D. Amount by Reduction (Enter as a positive number)	\$0.00	\$0.00				
E. Net Amount of Increase (C minus D)	\$500,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Property Tax Levy (Line 16)	\$0.00	\$0.00				
2. Levy Excess (Line 15)	\$0.00	\$0.00				
3. PTRC from Local Income Tax (LIT) (Line 13A)	\$0.00	\$0.00				
4. LIT Levy Freeze Amount (Line 13B)	\$0.00	\$0.00				
5. Misc. Revenue (Line 8B) (See Note #1)	\$225,158.00	\$247,246.00				
6. January 1 Cash Balance (Include investments)	\$1,086,374.78	\$163,772.10				
7. Subtotal of Funds (Add 1 thru 6)	\$1,311,532.78	\$411,018.10	\$0.00	\$0.00	\$0.00	\$0.00
8. Less Circuit Breaker (Amount From Circuit Breaker Report)	\$0.00					
9. Total Funds (7 minus 8)	\$1,311,532.78	\$411,018.10	\$0.00	\$0.00	\$0.00	\$0.00
10. DLGF Approved Budget (Line 1C)	\$245,000.00	\$247,000.00				
11. Encumbered Appropriations Carried Forward From Previous Year	\$0.00					
12. Temporary Loans Outstanding as of January 1	\$0.00					
13. Beginning Obligations (Add 10 thru 12)	\$245,000.00	\$247,000.00	\$0.00	\$0.00	\$0.00	\$0.00
14. Surplus Funds (9 minus 13)	\$1,066,532.78	\$164,018.10	\$0.00	\$0.00	\$0.00	\$0.00
15. Previous additional appropriation(s) approved since January 1, less any reductions in appropriations.	\$0.00					
16. Amount transferred to the Rainy Day Fund (See Note #2)	\$0.00					
17. Surplus Funds Remaining (14 minus 15 minus 16)	\$1,066,532.78	\$164,018.10	\$0.00	\$0.00	\$0.00	\$0.00

Note #1: If amount report on Row 5 is higher than 8B amount, then a revised Budget Form 2 must be attached with the Additional Appropriation Request.

Note #2: Row 16 cannot be used for additional appropriations for the rainy day fund. Transfers to the rainy day fund are entered as miscellaneous revenues on Line 5.

**Section III**

Please check the requested method for the Department to inform your unit of the status of the Additional Appropriation Request.

Check One:

Follow Up Via E-mail sellersburgclerk@gmail.com  
 E-mail Address(es)  
 Follow Up Via Mail \_\_\_\_\_  
 Mailing Address (Number, Street, City, State, ZIP Code)

**Section IV**

I, Michelle D. Miller fiscal officer of Town of Sellersburg, do hereby certify that the above information is true and correct.

Michelle D. Miller Clerk Treasurer Telephone Number 812-246-7049x10 Date (month, day, year) 11/23/2020  
 Signature Title Telephone Number Date (month, day, year)

Completed additional appropriation requests may be submitted to the Department via e-mail [AdditionalAppropriationRequests@dlgf.in.gov](mailto:AdditionalAppropriationRequests@dlgf.in.gov) or via fax (317) 974-1629.

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 033**

**AN ORDINANCE ESTABLISHING A POTABLE WATER  
CROSS-CONNECTION CONTROL PROGRAM**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, 675 Indiana Administrative Code, Article 16, Rule 1.4, of the Indiana Plumbing Code, as adopted by the Indiana Fire Prevention and Building Safety Commission, requires protection of the public water supply from contaminants due to backflow through connections to fire protection and standpipe systems; and,

**WHEREAS**, the Indiana Department of Environmental Management authorizes the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination of all potable water systems;

**NOW, THEREFORE, BE IT ORDAINED** by the council of the Town of Sellersburg of the State of Indiana:

**SECTION 1.** That a cross-connection shall be defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the Town of Sellersburg water system, and the other, water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.

**SECTION 2.** That no person, firm, or corporation shall establish or permit to be established or maintain or permit to be maintained any cross connection. No interconnection shall be established whereby potable water from a private, auxiliary, or emergency water supply other than the regular public water supply of Town of Sellersburg may enter the supply or distribution system of said municipality, unless such private, auxiliary, or emergency water supply and the method of connection and use of such supply shall have been approved by the Town of Sellersburg Water Department and by the Indiana Department of Environmental Management in accordance with 327 IAC 8-10.

**SECTION 3.** That it shall be the duty of the Town of Sellersburg Water Department to develop and implement an on-going cross-connection program and policy to protect the public water supply. That the Sellersburg Water Cross-connection Control Policy is hereby adopted along

with other responsibilities of Sellersburg Water including the duty to cause inspections to be made of all properties served by the public water system where cross connections with the public water system is deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be established by the Town of Sellersburg Water Department.

**SECTION 4.** That upon presentation of credentials, the representative of the Town of Sellersburg Water Department shall have the right to request entry at any reasonable time to examine the property served by a connection to the public water system of Town of Sellersburg for cross connections. On request, the owner, lessee, or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of access or refusal of requested pertinent information shall be deemed evidence of the presence of cross connections.

**SECTION 5.** That the Town of Sellersburg Water Department is hereby authorized and directed to discontinue water service to any property wherein any connection in violation of this ordinance exists, and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service shall be discontinued only after reasonable notice is served on the owner, lessee, or occupants of the property or premises where a violation is found or suspected to exist. Water service to such property shall not be restored until the cross connection(s) has been eliminated in compliance with the provisions of this ordinance.

**SECTION 6.** That, if it is deemed by the Town of Sellersburg Water Department that a cross connection or an emergency endangers public health, safety, or welfare and requires immediate action, and a written finding to that effect is filed with the clerk of the Town of Sellersburg and delivered to the consumer's premises, service may be immediately discontinued. The consumer shall have an opportunity request attendance at a regularly scheduled meeting of the Town Council to protest the decision of the Water Department.

**SECTION 7.** That all consumers using toxic or hazardous liquids, all hospitals, mortuaries, wastewater treatment plants, laboratories, and all other hazardous users install and maintain a reduced pressure principal backflow preventer in the main water line serving each building on the premises. The backflow preventer must be installed in an easily accessible location not subject to flooding or freezing.

**SECTION 8.** The reduced pressure principle backflow preventers shall not be installed below ground level.

**SECTION 9.** That this ordinance does not supersede the Indiana Plumbing Code, the IDEM Rule 327 IAC 8-10 or the Town of Sellersburg plumbing ordinance, should one exist now or in the future, but is supplementary to them.

**SECTION 10.** That if, in the judgment of the Superintendent of Water, an approved backflow prevention device is necessary for the safety of the public water system; the Superintendent of Water will give notice to the water consumer to install such an approved device immediately.

The water consumer shall, at his own expenses, install such an approved device at a location and in a manner approved by the Superintendent of Water and shall have inspections and tests made of such approved devices as required by the Superintendent of Water and in accordance with the IDEM Rule 327 IAC 8-10.

**SECTION 11.** All users of fire hydrants for non-fire-fighting purposes shall be required to use the backflow prevention equipment from the Town of Sellersburg Water Department. A refundable deposit of \$150 will be required before the water meter and backflow prevention device will be released for permitted use. Deposit will be refunded upon return of the equipment in good working order.

**SECTION 12.** This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the Town of Sellersburg requiring it.

So Ordained this 23<sup>rd</sup> day of November, 2020

*[Signature page to follow]*

“Aye”

“Nay”

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Randall Mobley  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 11/23/2020

MOTION: Czarnecki

SECOND: Mobley

VOTE: 5 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 11/23/2020

MOTION: Langford

SECOND: Czarnecki

VOTE: 5 AYE 0 NAY 0 ABSTAIN



STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 035**

**AN ORDINANCE ESTABLISHING A NON-REVERTING FUND TITLED THE  
“PLANNING AND ZONING FUND” – FUND NUMBER 270.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 36-1-3 *et seq.* (i.e. “Home Rule”), a unit may exercise any power it has to the extent that the power is not expressly denied by the Indiana Constitution or by statute and is not expressly granted to another entity; and,

**WHEREAS**, this Council has determined a need to establish a non-reverting fund titled “Planning and Zoning Fund” to service and improve the quality of life and appearances of the Town of Sellersburg, Indiana.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following:

1. Fund 270 – “Planning and Zoning Fund” is hereby established and shall be a non-reverting fund. The fund will be supported by the fees collected from the planning and zoning departments, the building commissioner, ordinance violation penalties and transfers of the Town Council as this Council deems necessary.
2. This Council and Town Manager shall have the discretion and authority to use the monies of said fund, without limitation, provided the expenditure adheres to the laws of Indiana and is related to the planning and zoning departments of the Town of Sellersburg, which includes but is not limited to, employee salaries, professional services, equipment, vehicles, computer software, subscriptions, etc.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of December, 2020

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Absent  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 12/14/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 12/14/2020

MOTION: McVoy

SECOND: Langford

VOTE: 4 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 036**

**AN ORDINANCE AMENDING THE 2020 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, this Council is charged with the responsibility of adopting a salary ordinance; and,

**WHEREAS**, this Council now desires to amend the 2020 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries, including amendments, and the respective funds from which to pay said salaries for the calendar year 2020:

1. See Exhibit A attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of December, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Absent  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 12/14/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 12/14/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 0 ABSTAIN



**Parks and Recreation**

Parks and Recreation Director	Part-time	1	Non-Exempt					100%	\$17.50	\$20.00							
Assistant Pool Manager (seasonal)	Part-time	2	Non-Exempt					100%	\$12.50	\$14.50							
Lifeguard (seasonal)	Part-time	14	Non-Exempt					100%	\$10.50	\$13.00							
Concession Worker (seasonal)	Part-time	4	Non-Exempt					100%	\$9.22	\$10.00							
Maintenance Worker	Part-time	1	Non-Exempt					100%	\$10.00	\$16.00							
Parks and Recreation Board President	Part-time	1	Exempt (appointed)					100%									\$1,800.00
Parks and Recreation Board Members	Part-time	4	Exempt (appointed)					100%									\$1,200.00
Parks and Recreation Town Council Liaison (non-voting)	Part-time	1	Exempt (appointed)					100%									\$1,200.00
Parks and Recreation Board Secretary (non-voting)	Part-time	1	Non-Exempt					100%									\$1,200.00



STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 037**

**AN ORDINANCE ESTABLISHING THE 2021 SALARY ORDINANCE FOR THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, this Council is charged with the responsibility of adopting a salary ordinance; and,

**WHEREAS**, this Council now desires to adopt the 2021 Salary Ordinance.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana the following salaries and the respective funds from which to pay said salaries for the calendar year 2021:

1. See Exhibit A attached hereto for a comprehensive list of job titles for the Town of Sellersburg and the specified funds by which to pay each position.
2. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of December, 2020

*[Signature page to follow]*

"Aye"

"Nay"

Brad J Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Absent  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle R. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 12/14/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 12/14/2020

MOTION: Langford

SECOND: McVoy

VOTE: 4 AYE 0 NAY 0 ABSTAIN





Clerk-Treasurer													
Clerk-Treasurer + Longevity per Ordinance 2017-OR-028	Full-time	1	Exempt	34%	33%	33%						\$2,200.00	\$2,200.00
Chief Deputy Clerk-Treasurer	Full-time	1	Exempt (appointed)	34%	33%	33%						\$1,915.38	\$2,200.00
Deputy Clerk-Treasurer	Full-time	1	Non-Exempt (appointed)	34%	33%	33%		\$15.50	\$18.00				
Parks and Recreation													
Park Superintendent	Full-Time	1	Exempt (appointed)					100%					\$192.31
Pool and Events Manager	Part-time	1	Non-Exempt					100%	\$17.50	\$20.00			
Assistant Pool Manager (seasonal)	Part-time	2	Non-Exempt					100%	\$12.50	\$14.50			
Lifeguard (seasonal)	Part-time	14	Non-Exempt					100%	\$10.50	\$13.00			
Concession Worker (seasonal)	Part-time	4	Non-Exempt					100%	\$9.22	\$10.00			
Maintenance Worker	Part-time	1	Non-Exempt					100%	\$10.00	\$16.00			
Parks and Recreation Board President	Part-time	1	Exempt (appointed)					100%					\$1,800.00
Parks and Recreation Board Members	Part-time	4	Exempt (appointed)					100%					\$1,200.00
Parks and Recreation Town Council Liaison (non-voting)	Part-time	1	Exempt (appointed)					100%					\$1,200.00
Parks and Recreation Board Secretary (non-voting)	Part-time	1	Non-Exempt					100%					\$1,200.00

STATE OF INDIANA  
 BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 038**

**AN ORDINANCE TRANSFERRING CERTAIN FUNDS**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, from time to time this Council desires to transfer funds for the needs of the Town.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana that the following funds be transferred:

Transfer From Appropriation	Transfer To Appropriation	Amount
101301112 S&S SANITATION SALARIES	101003112 TC EXECUTIVE SECRETARY	\$17,000.00
101301112 S&S SANITATION SALARIES	101003115 TC ADMIN INSURANCE	\$1,000.00
101301112 S&S SANITATION SALARIES	101003115 TC ADMIN INPRS	\$2,000.00
101301112 S&S SANITATION SALARIES	101003122 TC MEDICARE	\$5,000.00
101301112 S&S SANITATION SALARIES	101003316 TC TOWN ATTORNEY	\$15,000.00
	<b>TOTAL TOWN COUNCIL   GENERAL FUND</b>	<b>\$40,000.00</b>
101002362 CT OFFICE EQUIPMENT	101002111 CT OFFICE SALARIES	\$4,420.00
101002316 CT ATTORNEY	101002112 CT LONGEVITY	\$2,000.00
101002214 CT PAYROLL EXPENSES	101002123 CT INPRS	\$1,000.00
101002311 CT EDUCATION	101002124 CT GROUP INSURANCE	\$4,000.00
101002441 CT OFFICE EQUIPMENT	101002321 CT POSTAGE	\$1,500.00
101002441 CT OFFICE EQUIPMENT	101002361 CT CLEANING SUPPLIES	\$500.00
	<b>TOTAL CLERK TREASURER   GENERAL FUND</b>	<b>\$13,420.00</b>
101020111 PD POLICE SALARIES	101020112 PD CIVIL SALARIES	\$6,000.00
101020111 PD POLICE SALARIES	101020113 PD POLICE LONGEVITY	\$28,108.00
101020111 PD POLICE SALARIES	101020115 PD OFFI DUTY COURT PAY	\$150.00
101020111 PD POLICE SALARIES	101020116 PD CIVIL LONGEVITY	\$8,200.00

101020111 PD POLICE SALARIES	101020123 PD CIVIL INPRS	\$2,000.00
101020111 PD POLICE SALARIES	101020124 PD GROUP INSURANCE	\$23,500.00
101020111 PD POLICE SALARIES	101020127 PD POLICE INPRS	\$19,000.00
101020111 PD POLICE SALARIES	101020318 PD POLICE COMMISSIONERS	\$300.00
101020111 PD POLICE SALARIES	101020323 PD TELEPHONES/INTERNET	\$3,000.00
101020111 PD POLICE SALARIES	101020353 PD WATER/SEWER	\$400.00
<b>TOTAL POLICE DEPARTMENT   GENERAL FUND</b>		<b>\$90,658.00</b>

101301443 S&S STREET EQUIPMENT	101301226 S&S OIL FOR PACKER	\$400.00
101301443 S&S STREET EQUIPMENT	101301232 S&S CLOTHING	\$1,000.00
101301443 S&S STREET EQUIPMENT	101301242 S&S MISC SUPPLIES	\$700.00
101301443 S&S STREET EQUIPMENT	101301314 S&S CONSULTING	\$3,100.00
101301443 S&S STREET EQUIPMENT	101301365 S&S MAINT. PACKER	\$4,400.00
101301443 S&S STREET EQUIPMENT	101301369 S&S STREET MAINT SUPPLIES	\$50.00
101301443 S&S STREET EQUIPMENT	101301384 S&S PAVING	\$22,100.00
101301443 S&S STREET EQUIPMENT	101301394 S&S MISC SERVICES	\$1,500.00
<b>TOTAL STREETS &amp; SANITATION   GENERAL FUND</b>		<b>\$33,250.00</b>

204001111 PR POOL SALARIES	204001341 PR INSURANCE OTHER THAN GROUP	\$400.00
204001111 PR POOL SALARIES	204001362 PR PARK MAINT	\$40,000.00
204001111 PR POOL SALARIES	204001364 PR POOL REPAIRS/MAINT	\$20,000.00
<b>TOTAL PARKS &amp; RECREATION   PARKS FUND</b>		<b>\$60,400.00</b>

This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of December, 2020

*[Signature page to follow]*

“Aye”

“Nay”

Brad Amos  
Brad Amos  
Council President

\_\_\_\_\_  
Brad Amos  
Council President

Matthew Czarnecki  
Matthew Czarnecki  
Council Vice President

\_\_\_\_\_  
Matthew Czarnecki  
Council Vice President

Terry Langford  
Terry Langford  
Council Member

\_\_\_\_\_  
Terry Langford  
Council Member

Scott McVoy  
Scott McVoy  
Council Member

\_\_\_\_\_  
Scott McVoy  
Council Member

Absent  
Randall Mobley  
Council Member

\_\_\_\_\_  
Randall Mobley  
Council Member

Michelle D. Miller  
Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 12/14/2020

MOTION: Czarnecki

SECOND: Langford

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 12/14/2020

MOTION: Czarnecki

SECOND: McVoy

VOTE: 4 AYE 0 NAY 0 ABSTAIN

STATE OF INDIANA  
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

**ORDINANCE NO. 2020 – OR – 039**

**AN ORDINANCE DISPOSING OF SURPLUS OR WORTHLESS PERSONAL  
PROPERTY BELONGING TO THE TOWN OF SELLERSBURG, INDIANA.**

**WHEREAS**, pursuant to Ind. Code § 36-5-2 *et seq.*, this Town Council of Sellersburg, Indiana (this “Council”) is the town legislative body and the President of the town council is the town executive; and,

**WHEREAS**, pursuant to Ind. Code § 36-5-2-9, the legislative body may adopt ordinances and resolutions for the performance of functions of the town; and,

**WHEREAS**, pursuant to Ind. Code § 5-22-22-3(b), this Council acting as the purchasing agent, may sell property that “belongs to the governmental body, but is no longer needed for the purpose for which it was intended”; and,

**WHEREAS**, if the purchasing agent does not engage an auctioneer or if the surplus property is not sold through an Internet auction site under Section 4.5 of Ind. Code § 5-22-22 *et seq.*, the purchasing agent shall sell the property at a public sale or by sealed bids delivered to the office of the purchasing agency before the date of the sale. Advertisement of sale shall be made in accordance with Ind. Code § 5-3-1 and all sales shall be made to the highest and most responsible bidder. (*Ind. Code § 5-22-22-5*); and,

**WHEREAS**, pursuant to Ind. Code § 5-22-22-8, “if the property is worthless, it may be demolished or junked.” Property may be determined to be worthless or of no market value if the value of the property is less than the estimated costs of the sale and transportation of the property; and,

**WHEREAS**, pursuant to Ind. Code § 36-1-11-9, “[w]henever a disposing agent purchases new property with a condition that property of a similar nature is to be traded in or exchanged as part of the purchase and in reduction of the purchase price, the exchange or trade-in may be made without compliance with section 7 of this chapter but must comply with section 16 of this chapter”;

**WHEREAS**, this Council, at the recommendation of the Town Manager, has determined a need to dispose certain personal property.

**NOW THEREFORE BE IT ORDAINED** by this Town Council of Sellersburg, Indiana as follows:

1. The following personal property is deemed surplus, junk, or worthless:
  - a) 2019 Ford Escape (VIN # 1FMCU9GDXKUB23763), which was totaled in an automobile accident on August 28, 2020 at no fault of the Town Employee driving said vehicle.
2. This Council, understanding the aforementioned personal property grants the Town Manager with the authority to sell / trade said personal property pursuant to Ind. Code § 5-22-22 et seq. or if the property is deemed worthless then to have the property scrapped.
3. This ordinance shall be in full force and effect upon its passage and promulgation as evidenced by the affirmative signatures of the undersigned as the majority of the duly elected and serving members of this Council.

So Ordained this 14<sup>th</sup> day of December, 2020.

*[Signature page to follow]*

"Aye"

"Nay"

Brad Amos

Brad Amos  
Council President

Brad Amos  
Council President

Matthew Czarnecki

Matthew Czarnecki  
Council Vice President

Matthew Czarnecki  
Council Vice President

Terry Langford

Terry Langford  
Council Member

Terry Langford  
Council Member

Scott McVoy

Scott McVoy  
Council Member

Scott McVoy  
Council Member

Absent

Randall Mobley  
Council Member

Randall Mobley  
Council Member

Michelle D. Miller

Attested by: Michelle Miller  
Sellersburg Clerk-Treasurer

FIRST READING

DATE: 12/14/2020

MOTION: McVoy

SECOND: Czarnecki

VOTE: 4 AYE 0 NAY 0 ABSTAIN

SECOND READING

DATE: 12/14/2020

MOTION: McVoy

SECOND: Langford

VOTE: 4 AYE 0 NAY 0 ABSTAIN