

2021 ORDINANCES & RESOLUTIONS

NUMBER	DATE PASSED	DESCRIPTION
2021-OR-001	1/25/2021	ESTABLISHING FEES REQUIRED BY THE PLAN COMMISSION
2021-OR-002	1/11/2021	ACCEPTING THE 2020 UNIFIED DEVELOPMENT ORDINANCE CERTIFIED BY THE PLAN COMMISSION
2021-OR-003	1/11/2021	REPEALING AND REPLACING THE STORMWATER ORDINANCES
2021-OR-004	1/25/2021	DISPOSING OF SURPLUS PERSONAL PROPERTY
2021-OR-005	2/22/2021	AMENDING SEWER RATES
2021-OR-006	2/2/2021	AMENDING WATER AND FIRE PROTECTION RATES
2021-OR-007	2/8/2021	2021 SALARY ORDINANCE AMENDMENT
2021-OR-008	3/22/2021	REGULATING TRAFFIC CONTROL AT THE INTERSECTION OF GREENBRIAR BLVD. AND BENNETSVILLE RD.
2021-OR-009	3/2/2021	TRANSFER OF FUNDS
2021-OR-010	4/26/2021	AMENDING §52.01 OF THE CODE OF ORDINANCES WASTEWATER SUMMER AVERAGING
2021-OR-011	4/26/2021	TRANSFER OF FUNDS
2021-OR-012	5/10/2021	AMENDING THE ABATEMENT PROCESS OF NOXIOUS WEEDS AND GRASS
2021-OR-013	5/10/2021	REPEALING THE FEES TO BE CHARGED BY AND PAID TO THE BUILDING DEPARTMENT
2021-OR-014	5/24/2021	AMENDING 2021 SALARY ORDINANCE
2021-OR-015	5/24/2021	AMENDING CERTAIN SECTIONS OF ORDINANCE 2012-004 AMENDED BUILDING CODE
2021-OR-016	6/14/2021	ESTABLISHING AMERICAN RESCUE PLAN ACT FUND
2021-OR-017	6/14/2021	RAINY DAY TRANSFER
2021-OR-018	6/28/2021	AMENDING CONTRACTOR'S LICENSE FEES
2021-OR-019	7/12/2021	ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES
2021-OR-020	7/12/2021	AMENDING THE EMPLOYEE HANDBOOK HOLIDAYS
2021-OR-021	8/9/2021	ESTABLISHING A PLAN FOR THE AMERICAN RESCUE PLAN ACT OF 2021
2021-OR-022	8/9/2021	AMENDING §53.1 OF THE CODE OF ORDINANCES UTILITY ADMIN FEE \$55.00
2021-OR-023	8/9/2021	PETITION TO VACATE TWO PUBLIC WAYS JMAM HOLDINGS LLC
2021-OR-024	8/23/2021	AUTHORIZING THE INCURRENCE OF INDEBTEDNESS NEW POLICE STATION
2021-OR-025	9/13/2021	GOLF CART POLICY
2021-OR-026	9/13/2021	REGULATING THE SPEED LIMIT AT CERTAIN SECTIONS ON UTICA STREET AND NEW ALBANY STREET
2021-OR-027	10/25/2021	2022 BUDGET ADOPTION
2021-OR-028	10/25/2021	ESTABLISHING A 3-WAY STOP AT THE INTERSECTION OF EAST ST. JOE AND ALABAMA AVE.
2021-OR-029	10/11/2021	ESTABLISHING THE COMMUNITY INVESTOR AND SPONSORSHIP FUND
2021-OR-030	10/11/2021	AMENDING 2020 UNIFIED DEVELOPMENT ORDINANCE
2021-OR-031	11/22/2021	REPEALING AND REPLACING THE EMPLOYEE HANDBOOK
2021-OR-032	12/13/2021	ESTABLISHING 2022 SALARY ORDINANCE
2021-OR-033	11/22/2021	AMENDING 2020 UNIFIED DEVELOPMENT ORDINANCE
2021-OR-034	12/13/2021	PETITION TO VACATE SANITARY SEWER EASEMENT ZS DEVELOPER LLC.
2021-OR-035	12/13/2021	REPEALING ORDINANCES 2017-OR-036 (PPE) AND 2017-OR-037 (UNIFORM CLOTHING ALLOWANCE)
2021-OR-036	12/13/2021	ADDITIONAL APPROPRIATIONS
2021-OR-037	12/28/2021	2022 SALARY ORDINANCE
2021-OR-038	12/28/2021	TRANSFER OF FUNDS

2021-R-001	1/25/2021	PARK APPROPRIATION DECREASE
2021-R-002	3/8/2021	APPROVING THE TITLE VI IMPLEMENTATION PLAN
2021-R-003	4/12/2021	CONSOLIDATING RESOLUTIONS 2016-R-004 AND 2016-R-005
2021-R-004	5/24/2021	PROCLAIMING THE 4TH WEDNESDAY OF MAY "CHAMPIONS DAY"
2021-R-004A	11/22/2021	EXECUTION OF INDOT AGREEMENTS
2021-R-005	11/22/2021	AWARD OF PUBLIC PRIVATE AGREEMENT (BOT) WITH GM DEVELOPMENT
2021-R-006		NOT USED
2021-R-007	12/13/2021	APPROVING PLEDGE OF TAX INCREMENT REVENUES FOR BOT AGREEMENT

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021 – R – 001

A RESOLUTION DECREASING PAY
2021 APPROPRIATIONS FOR FUND NUMBER 1303 PARK

WHEREAS, this Town Council of Sellersburg, Indiana (“Council”) is the town legislative body of the town and the President of the town council is the town executive pursuant to Ind. Code § 36-5-2 *et seq.*; 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 has previously adopted and approved a budget in conformance with Indiana laws and the Indiana Department of Government Finance (DLGF) for Pay 2021; and,

WHEREAS, per the 1782 Notice (the “Notice”) of the DLGF dated the 28th day of December, 2020, the Notice decreased the 2021 Park budget to \$443,071.00; and,

WHEREAS, this Council desires to follow the recommendation of the DLGF.

NOW, THEREFORE BE IT RESOLVED by the Town Council of Sellersburg,

Indiana as follows:

1. The 2021 Park Budget is hereby reduced to \$443,071.00; and,
2. Fund number 204001399 PR FLWC GRANT shall be decreased by \$262,711.00 for a final 2021 appropriated amount of \$114,221.00.

This Resolution shall be in full force and effect after its adoption by the Town Council of Sellersburg, Indiana.

So Resolved this 25th day of January, 2021

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

Motion: Czarnecki

Second: McVoy

Vote: 5 Aye 0 Nay

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021 – R – 001

**A RESOLUTION APPROVING THE TITLE VI IMPLEMENTATION PLAN
FOR THE TOWN OF SELLERSBURG, INDIANA**

WHEREAS, this Town Council of Sellersburg, Indiana (“Council”) is the town legislative body of the town and the President of the town council is the town executive pursuant to Ind. Code § 36-5-2 *et seq.*; 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 Title VI Implementation Plan (the “Title VI Plan”) is part of the Town of Sellersburg’s continual and ongoing efforts to proactively meet and exceed the minimum compliance requirements established under Title VI of the Civil Rights Act of 1964 (Title VI), 49 CFR § 26, and the related anti-discrimination statutes and regulations; and,

WHEREAS, by adopting the Title VI Plan, which is attached hereto as Exhibit A, this Council seeks to provide continued transparency, clarity, and technical guidance for internal and external constituents regarding said plan; and,

WHEREAS, it is understood that the Title VI Plan is a living document which will be amended from time to time; and,

WHEREAS, this Council now desires to adopt the Title VI Plan described herein and attached hereto.

NOW, THEREFORE BE IT RESOLVED by the Town Council of Sellersburg, Indiana as follows:

1. The Title VI Plan is hereby adopted and subject to amendments as may be approved in a public meeting by majority vote of this Council.

This Resolution shall be in full force and effect after its adoption by the Town Council of Sellersburg, Indiana.

So Resolved this 8th day of March, 2021

Aye
Brad Amos
Brad Amos
Council President

N/A-1

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

Motion: McVoy

Second: Mobley

Vote: 5 aye 0 nay 0 abstain



TOWN OF SELLERSBURG, INDIANA
TITLE VI IMPLEMENTATION PLAN
2020-2021

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INTRODUCTION

This Title VI Implementation Plan is a part of the Town of Sellersburg's continual and ongoing effort to proactively meet and exceed the minimum compliance requirements established under Title VI of the Civil Rights Act of 1964 (Title VI), 49 CFR § 26, and the related anti-discrimination statutes and regulations. With this Implementation Plan, the Town of Sellersburg seeks to provide continued transparency, clarity, and technical guidance for internal and external constituents regarding its Title VI program.

THE TOWN OF SELLERSBURG TITLE VI NON-DISCRIMINATION NOTICE & POLICY

The Town of Sellersburg values each individual's civil rights and wishes to provide equal opportunity and equitable service for the citizens of this state. As a recipient of federal funds, the Town of Sellersburg conforms to Title VI and all related statutes, regulations, and directives, which provide that no person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance from the Town of Sellersburg on the grounds of race, color, age, sex, sexual orientation, gender identity, disability, national origin, religion, income status or limited English proficiency. The Town of Sellersburg further assures every effort will be made to ensure nondiscrimination in all its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the Town of Sellersburg to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq.*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all

programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the Town of Sellersburg hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The Town of Sellersburg also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the Town of Sellersburg will take reasonable steps to provide meaningful access to services for persons with limited English proficiency (LEP). The Town of Sellersburg will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives, and regulations.

Whenever the Town of Sellersburg distributes federal-aid funds to a second tier subrecipient, the Town of Sellersburg will include Title VI language in all written agreements.

The following individual has been identified as the Town of Sellersburg's Title VI and ADA Coordinator and is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Michelle D. Medcalf
Title VI Coordinator
316 E. Utica Street
Sellersburg, Indiana 47172
mmedcalf@sellersburg.org

The Town of Sellersburg affirms its commitment to nondiscrimination annually by publishing its Annual Title VI Implementation Plan and reaffirming its Assurances of Nondiscrimination, incorporated herein (see next page).

TITLE VI ASSURANCES & IMPLEMENTATION

Fully executed (**Signed**) Assurances are included in Appendix A and integrated into this document. This Title VI Implementation Plan has been adopted, implemented and is being adhered to by the Town of Sellersburg. The Town of Sellersburg has implemented this plan by [**Resolution / other means... please describe**] and it is effective for plan year 2020-2021. This plan will be renewed on or before October 20, 2021.

Signed by: _____ Date: _____
 [Name / Title]

The individual above is a duly authorized representative of the Town of Sellersburg

THE TOWN OF SELLERSBURG ORGANIZATION AND STAFFING

[INSERT ORGANIZATIONAL CHART]

THE TOWN OF SELLERSBURG OVERVIEW OF TITLE VI PROGRAM: DATA COLLECTION, ANALYSIS & REPORTING

The type of data collected is dependent on the program area's objective. The Town of Sellersburg collects various types of data to ensure compliance with Title VI. Some information is collected for a period with the objective of determining what data needs to be collected.

The following types of data are currently being collected by the Town of Sellersburg:

- Complaints received, logged, processed, and investigated by the Town of Sellersburg
- Environmental Justice analysis and reports
- Limited English Proficiency reports
- Title VI Training
- Public Involvement Survey
- Records of meeting minutes and discussions related to Title VI in all program areas.
- The Town of Sellersburg collects data related to specific program areas being reviewed this year for disparate / disproportionate impacts or other evidence of potential discrimination or discriminatory outcomes.

COMPLAINTS OF DISCRIMINATION

HOW TO FILE A COMPLAINT?

While a Complainant may preliminarily submit his or her complaint by online form submission, mail, facsimile, or email to the Title VI Coordinator, a signed, original copy of the complaint must be mailed to the Title VI Coordinator to officially begin the complaint process. Any person with a disability may request to file his or her complaint using an alternative format. The Town of Sellersburg does not require a Complainant to use the Town of Sellersburg complaint form when submitting his or her complaint.

Direct all complaints of discrimination pursuant to Title VI to:

Michelle D. Medcalf, Title VI Coordinator
316 E. Utica Street
Sellersburg, Indiana 47172
O | 812.246.3821
mmedcalf@sellersburg.org

ELEMENTS OF A COMPLETE COMPLAINT

A complaint must be both written and signed to be complete. Verbal complaints must be reduced to writing and provided to the Complainant for confirmation, review, and signature before processing. The complaint form is available for download from the Town of Sellersburg website at: Sellersburg.org.

Additionally, a complaint must include the following information:

- The full name and address of the Town of Sellersburg;
- The full name and address of the Respondent, the individual, agency, department, or program that allegedly discriminated against Complainant; and
- A description of the alleged discriminatory act(s) that violated Title VI (i.e., an act of intentional discrimination or one that has the effect of discriminating on the basis of race, color, national origin, sex, age, or disability) and the date of occurrence.

PROCESSING COMPLAINTS

The Title VI Coordinator will process all complaints. The Title VI Coordinator is responsible for:

- The Title VI Coordinator will review the complaint upon receipt to ensure that all required information is provided, the complaint meets the filing deadline date which is 180 days from the date the alleged discriminatory act occurred and falls within the jurisdiction of the City.
- The Title VI Coordinator will then investigate the complaint. If the complaint is against the City, then the Mayor's office or their designee will investigate the complaint. Additionally, a copy of the complaint will be forwarded to the City Attorney.
- If the complaint warrants a full investigation, the Complainant will be notified in writing by certified mail. This notice will name the investigator and/or investigating agency.
- The party alleged to have acted in a discriminatory manner will also be notified by certified mail as of the complaint. This letter will also include the investigator's name and will request that this party be available for an interview.
- Any comments or recommendations from legal counsel will be reviewed by the Title VI Coordinator, Board of Public Works, and Mayor's office.

- Once the City has investigated the report findings, the City will adopt a final resolution.
- All parties associated with the complaint will be properly notified of the outcome of the City's investigative report.
- If the complainant is not satisfied with the results of the investigation of the alleged discriminatory practice(s), she/he shall be advised of their right to appeal the City's decision. Appeals must be filed within 180 days after the City's final resolution. Unless new facts not previously considered come to light, reconsideration of the City's determination will not be available.
- The foregoing complaint resolution procedure will be implemented in accordance with the Department of Justice guidance manual entitled "Investigation Procedures Manual for the Investigation and Resolution of Complaints Alleging Violations of Title VI and Other Nondiscrimination Statutes," available online at:
<http://www.justice.gov/crt/about/cor/Pubs/manuals/complain.pdf>

ENVIRONMENTAL JUSTICE ANALYSIS & REPORTS

In accordance with Title VI of the Civil Rights Act of 1964, each Federal agency shall ensure that all programs or activities receiving Federal financial assistance that affect human health or the environment do not directly, or through other arrangements, use criteria, methods, or practices that discriminate on the basis of race, color, or national origin. Part of Title VI reads, "No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

The three fundamental environmental justice (EJ) principles are:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

The Town of Sellersburg is committed to these three environmental justice principles in all work that the City performs.

LIMITED ENGLISH PROFICIENCY (LEP) POLICY

On August 11, 2000, the President signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency (LEP), to clarify Title VI of the Civil Rights Act of 1964. It has as its purpose, to ensure meaningful access to programs and services to otherwise eligible persons who are not proficient in the English language. In addition, The US Department of Transportation published Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person in the December 14, 2005 Federal Register. This guidance outlines the following four factors that the City uses to access the LEP populations in the Town of Sellersburg.

1. The number and proportion of LEP persons eligible to be served or likely to be encountered by the City.
2. The frequency with which LEP individuals come into contact with the program, activity, or service.
3. The nature and importance of the program, activity, or service provided by the program.
4. The resources available to the City and costs.

In addition, the Town of Sellersburg [**has / has not**] implemented the safe harbor provision whereby it identifies and translate all vital documents into any language where the 5% threshold is met whereby 5% or more of the population in the county both:

- Does not speak English very well AND
- Primarily speaks another specific language as identified in current census data or other publicly available records.

SUMMARY OF THE FOUR FACTOR ANALYSIS

Factor 1:

The number and proportion of LEP persons eligible to be served or likely to be encountered by the City can only be estimated until the actual number of persons who can speak English less than "very well" are documented as needing assistance by City Staff. With this Title VI Plan being in early development stages and considered a document that may need regular updates, US Census Bureau information is being used at this time. The total population is provided below to shown general distribution of race and ethnicity in the community. The estimated number of persons that may not speak English "very well" is following in the US Census Bureau 2006-2010 American Community Survey.

The U.S. Census Bureau provides statistics from 2010 for the Town of Sellersburg as follows:

Total population = 8908 (2019 Estimate)

Population by Ethnicity:

White = 94.2%, African American = 0.8%, Asian = 0.3%, Native American or Alaska Native = 0.3%, Hispanic or Latino = 5.5%, Other = 2.9%.

The US Census Bureau 2006-2010 American Community Survey 5-Year Estimates under SELECTED SOCIAL CHARACTERISTICS estimates the number of people in the Town of Sellersburg who speak a language other than English to be 1,049 with those speaking English less than "very well" estimated at 21.8% or approximately 307 individuals who may be considered limited in English proficiency. The margin of error is +/-10.3% so the actual number may fluctuate from 452 to 162 individuals.

According to the census numbers above there may be up to 452 individuals who live in the Town of Sellersburg that may be considered as LEP. Based on actual contact between City Staff and the community there have been very few requests from anyone in the service area asking the City to provide language translation services. Therefore, the LEP population is probably even less than the estimate shown above.

Factor 2: The frequency with which LEP individuals come into contact with the program, activity, or service:

Due to the infrequent requests for translation services, there appears to be a minimal need for translation services from the City. This may be attributed to the high percentage of younger people (87.6% for ages up to 17) who are available as family members for translation services.

Factor 3: The nature and importance of the program, activity, or service provided by the program:

If at any time a LEP individual requests translation services that are considered important such that denial or delay of access or services or information could have serious or even life-threatening implications, the City will provide, upon request, services to assist the LEP population including translation of vital City documents and interpretation services.

SUMMARY OF LEP ACCOMMODATION PLAN

- The Town of Sellersburg strives to serve its population to the best of its ability and will provide upon request, services to assist the LEP population including translation of vital documents and interpretation services deemed necessary to provide meaningful access to City services.

- A U.S. Census Bureau I Speak card is available as part of this document. This card allows LEP individuals to communicate their preferred language to City Staff whereas City Staff may then access a translation service as determined by the City.
- The Town of Sellersburg utilizes a voluntary public involvement survey to collect information regarding persons affected by proposed projects. The survey permits respondents to remain anonymous, while voluntarily answering questions regarding their gender, ethnicity, race, age, sex, disability status, and household income. Once the survey data has been collected, it will be reviewed and then the survey will be placed in a file for future reference. In the case enough surveys are collected over time to show a significant increase in LEP populations, the City may consider changes to their LEP policy. Completed surveys shall be retained for a period of three years from the date of the meeting and/or completion of the related project, if applicable.
- The City reviews written Title VI complaints and ensures every effort is made to resolve complaints informally at the local or regional level and review and update the City's Title VI plan and procedures as required.
- Staff for the City will be provided training on the requirements for providing meaningful access to services for LEP persons and new employees will receive the same training.

TITLE VI TRAINING

EMPLOYER/EMPLOYEE DISSEMINATION & TRAINING

At the time of Hire (and annually to all employees if applicable): Title VI policy education and literature will be provided to all the Town of Sellersburg employees. The Town of Sellersburg employees will be required to sign an acknowledgement of receipt indicating they have received and reviewed Title VI policy guidelines. New employees will be provided with education and literature at new employee orientation. Employees will be provided with updated education and literature as the Town of Sellersburg deems necessary.

Ongoing Training provided to current employees: Current employees will receive training annually. Training will consist of training videos, worksheets, documents, and/or open discussion, and will be provided by Human Resources or the team member's department head.

Employees will be expected to follow the Title VI policy and the guidelines set forth. In addition, the Town of Sellersburg employees should make every effort to alleviate any barriers to service or public use that would restrict public access or usage, take prompt and reasonable

action to avoid or minimize discrimination incidences and immediately notify the Title VI Coordinator, in writing, of any questions, complaints or allegations of discrimination.

PUBLIC INVOLVEMENT

DATA COLLECTION

Pursuant to 23 CFR 200.9(b) (4), the Town of Sellersburg shall collect and analyze statistical information regarding demographics to assist in monitoring and ensuring nondiscrimination in all of its programs and activities.

The Town of Sellersburg shall utilize a voluntary Title VI public involvement survey that will be available at all public hearings and meetings. The survey will allow respondents to remain anonymous. The survey will ask questions regarding the respondent's gender, ethnicity, race, age, income and if they are disabled. The facilitator of the public hearings and meetings will make an announcement at the beginning of the meeting informing attendees of the survey and its purpose and a request will be made for the attendees to complete the voluntary survey. Completed surveys will be retained by the Title VI Coordinator for three (3) years.

The Title VI Coordinator will also collect and report statistical data for the past three (3) years as it relates to the number of federally funded projects, complaints filed and the results of those complaints, any requests for language services, demographic statistics, and department compliance reviews.

COMMUNITY INVOLVEMENT & OUTREACH

The Town of Sellersburg is committed to ensuring that community involvement and outreach is done in a respectful and appropriate manner that will allow for diverse involvement. Public meetings, programs and activities will provide equitable opportunities for participation.

The Town of Sellersburg host meetings monthly and those meetings are open to the public. Any meetings that are open to the public are published on the Town of Sellersburg website's main page. All the Town of Sellersburg public meetings are held in locations accessible to individuals with disabilities. Upon request, translators can be provided free of charge to those individuals with limited English proficiency. Auxiliary aids are also available upon request. Requests must be made within forty-eight (48) hours in advance.

Also published on the Town of Sellersburg website are various meeting agenda's, meeting minutes, notices, events, and news. Some departments within the Town of Sellersburg utilize signage, media, and social media websites as another avenue to communicate with the community.

REVIEW OF PROGRAM AREA

This section outlines annual goals set forth by the Town of Sellersburg to comply with Title VI requirements and statutes. This list will be monitored for updates and additions.

ANNUAL WORK PLAN


[Identify program areas / policies prioritized for review of potential disparate impacts and / or discriminatory outcomes here and include an explanation of why / how this program area / policy was identified for review. (See Subrecipient Technical Assistance Toolkit provided to you with this sample document for further explanation of programmatic implementation of Title VI and Goals / Accomplishment Reporting)]

Accomplishments	Completion Date
Confirmed Equal Employment Opportunity is The Law Posters displayed in each Town of Sellersburg Facility.	October 20, 2020
Diversity & Discrimination Course Training & Materials Established for the Town of Sellersburg	October 20, 2020
Title VI Coordinator Named by Council	October 28, 2020
TOS Department Heads conversation regarding our Title VI related training goals & encouraged to speak with their team members to advise of the expectations & to impress all questions and/or concerns be conveyed to their Department Head, Town Manager, and/or Human Resources Director	November 2, 2020
Title VI Hard Copy Binder Created & Available for Review in the Town Hall	November 2, 2020

Goals	Target Completion Date
Voluntary Title VI Public Involvement Survey	2021
Onsite Employee Training	2021
TOS new Website to Go Live with Title VI Related Page	2021
Title VI Binder for Review	2020 (complete)



APPENDIX

- A. Assurances
 - B. Complaint Policy
 - C. Complaint Log
 - D. External Complaint Procedure/Form
 - E. Public Involvement Survey
 - F. I Speak Cards
 - G. Training Materials & Records of Training Attendance
 - H. Reports and Outcomes of Data Collected *
 - I. [Materials Related to Annual Goals & Accomplishments] *
- 

*If applicable / as applicable. Change Appendix Title to reflect information attached.



APPENDIX A: ASSURANCES



Title VI Assurances

The Town of Sellersburg (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation and the Federal Highway Administration, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures (hereinafter referred to as the Regulations) and other pertinent nondiscrimination authorities and directives, to the end that in accordance with the Act, Regulations, and other pertinent nondiscrimination authorities and directives, no person in the United States shall, on the grounds of religion, race color, or national origin, sex (23 USC 324), sexual orientation, gender identity (Executive Order 13672), age (42 USC 6101), disability/handicap (29 USC 790) and low income (Executive Order 12898) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49 Code of Federal Regulations, subsection 21.7(a)(1) and Title 23 Code of Federal Regulations, section 200.9(a) (1) of the Regulations, copies of which are attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility as defined in 49 CFR subsections 21.23(e) and (b) and 23 CFR 200.5(k) and (g) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal-Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

The Indiana Department of Transportation (INDOT), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, issued pursuant to such Acts, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Acts and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal-Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal-Aid Highway Program.
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the Federal-Aid Highway Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal-Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient

Signature

Date

APPENDIX A

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation (INDOT) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to INDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, INDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as INDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in

the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

A. The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Indiana Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code of Federal Regulations, the Regulations for the Administration of Federal-Aid Highway Programs and the policies and procedures prescribed by FHWA, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *Indiana Department of Transportation* all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the Indiana Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Indiana Department of Transportation its successors, and assigns.

The Indiana Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and]* (2) that the Indiana Department of Transportation shall use the lands and interests in lands and

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of -the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Indiana Department of Transportation (INDOT) pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of-Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, INDOT shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.] *

That in the event of breach of any of the above nondiscrimination covenants, Indiana Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of INDOT and its assigns. .

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by INDOT pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of religion, race, color, national origin, sex, sexual orientation, gender identity, age, disability/handicap and low income, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.] *

That in the event of breach of any of the above nondiscrimination covenants, INDOT shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds] *

That in the event of breach of any of the above nondiscrimination covenants, INDOT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of INDOT and its assigns.

APPENDIX B: COMPLAINT POLICY

Complaint Policy

Any person who believes that he or she as a member of a protected class, has been discriminated against based on race, color, national origin, gender, age, disability, religion, low income status, or Limited English Proficiency in violation of Title VI of the Civil Rights Act of 1964, as amended and its related statutes, regulations and directives, Section 504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, the Civil Rights Restoration Act of 1987, as amended, and any other Federal nondiscrimination statute may submit a complaint. A complaint may also be submitted by a representative on behalf of such a person.

It is the policy of [Company] to conduct a prompt and impartial investigation of all allegations of discrimination and to take prompt effective corrective action when a claim of discrimination is substantiated.

No one may intimidate, threaten, coerce, or engage in other discriminatory conduct against anyone because they have taken action or participated in an action to secure rights protected by the civil rights laws. Any individual alleging such harassment or intimidation may submit a complaint by following the procedure printed below.

Any individual who feels that he or she has been discriminated against may submit a written or verbal complaint. The complaint may be communicated to any company supervisor or to the company EEO Officer. The complaint should be submitted within 180 days of the alleged discrimination. Complaint forms may be found [INDICATE WHERE COMPLAINTS FORMS MAY BE FOUND]. Individuals are not required to use the company's complaint form. If necessary, the company will help an individual reduce his or her complaint to writing for his or her signature.

Generally, a complaint should include the name, address, and telephone number of the individual complaining (complainant) and a brief description of the alleged discriminatory conduct including the date of harm. An individual submitting a complaint alleging discrimination may include any relevant evidence, including the names of witnesses and supporting documentation.

Complaints should be directed to:
MICHELLE D. MEDCALF, TITLE VI COORDINATOR
316 E. Utica Street
Sellersburg, Indiana 47172
O | 812.246.3821
mmedcalf@sellersburg.org

Within 60 days of the receipt of the complaint the company will conduct an investigation of the allegation based on the information provided and issue a written report of its findings to the complainant. The company will try to obtain an informal voluntary resolution to all complaints at the lowest level possible.

A complainant's identity shall be kept confidential except to the extent necessary to conduct an investigation. All complaints shall be kept confidential.

These procedures do not deny the right of any individual to file a formal complaint with any government agency or affect an individual's right to seek private counsel for any complaint alleging discrimination.

Complaints may also be filed with the following government agencies:

Indiana Department of Transportation
Economic Opportunity Division
100 N. Senate, Room N750
Indianapolis, IN 46204
Phone: (317) 233-6511
Fax: (317) 233-0891

Indianapolis District EEOC Office
101 West Ohio Street, Ste 1900
Indianapolis, IN 46204
Phone: (800) 669-4000
Fax: (317) 226-7953
TTY: 1 (800) 669-6820

Indiana Civil Rights Commission
100 N. Senate Ave., Room N103
Indianapolis, IN 46204
Toll Free: 1 (800) 628-2909
Phone: (317) 232-2600
Fax: (317) 232-6560
Hearing Impaired: 1 (800) 743-3336

APPENDIX C: COMPLAINT LOG



APPENDIX D: EXTERNAL COMPLAINT PROCEDURE



EXTERNAL COMPLAINT OF DISCRIMINATION

INSTRUCTIONS:

The purpose of this form is to help any person interested in filing a discrimination complaint with the Town of Sellersburg. You are not required to use this form. You may write a letter with the same information, sign it, and return it to the address below. All bold items must be completed for your complaint to be investigated. Failure to provide complete information may impair the investigation of your complaint.

Title VI of the Civil Rights Act of 1964, as amended and its related statutes and regulations (Title VI) prohibit discrimination on the basis of race, color, national origin, sex, age, disability/handicap, or income status in connection with programs or activities receiving federal financial assistance for the United States Department of Transportation, Federal Highway Administration, and/or Federal Transit Administration. These prohibitions extend to the Town of Sellersburg as a sub-recipient of federal financial assistance.

Upon request, assistance will be provided if you are an individual with a disability or have limited English proficiency. Complaints may also be filed using alternative formats such as computer disk, audiotape, or Braille.

You also have the right to file a complaint with other state or federal agencies that provide federal financial assistance to the Town of Sellersburg. Additionally, you have the right to seek private counsel.

The Town of Sellersburg is prohibited from retaliating against any individual because he or she opposed an unlawful policy or practice, filed charges, testified, or participated in any complaint action under Title VI or other nondiscrimination authorities.

Please make a copy of your complaint form for your personal records. Do not send your original documents as they will not be returned. Mail the original complaint form along with any copies of documents or records relevant to your complaint to the address below.

Complaints of discrimination must be filed within 180 days of the date of the alleged discriminatory act. If the alleged act of discrimination occurred more than 180 days ago, please explain your delay in filing this complaint.

****Your complaint cannot be processed without your signature.**

External Complaint Form

COMPLAINANT INFORMATION		
Name <i>(first, middle, and last)</i>		
Address <i>(number and street, city, state and ZIP code)</i>		
Home telephone number () - *	Work telephone number () - *	Cellular telephone number () - *



Name of complainant	Date (month, day, year)
---------------------	-------------------------

Provide the names of any individuals with additional information regarding your complaint:

Name of witness 1 (first, middle, and last)	Title
---	-------

Name of company

Address (number and street, city, state and ZIP code)

Home telephone number () -	Work telephone number () -	Cellular telephone number () -
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Include a brief description of the relevant information the witness may provide to support your complaint of discrimination.

Name of witness 2 (first, middle, and last)	Title
---	-------

Name of company

Address (number and street, city, state and ZIP code)

Home telephone number () -	Work telephone number () -	Cellular telephone number () -
--------------------------------	--------------------------------	------------------------------------

Include a brief description of the relevant information the witness may provide to support your complaint of discrimination.

Name of witness 3 (first, middle, and last)	Title
---	-------

Name of company

Address (number and street, city, state and ZIP code)

Home telephone number () -	Work telephone number () -	Cellular telephone number () -
--------------------------------	--------------------------------	------------------------------------

Include a brief description of the relevant information the witness may provide to support your complaint of discrimination.

How would you like your complaint to be resolved?

Name of complainant	Date (month, day, year)
---------------------	-------------------------

Have you filed a complaint alleging the same discrimination with another state or federal agency? Yes No

If yes, please provide the following information for each agency:

Name of the agency	Date complaint filed (month, day, year)
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Case number assigned to your complaint	Current status of your complaint
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How did you learn about your right to file a discrimination complaint with INDOT?

Signature	Date signed (month, day, year)
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APPENDIX E: VOLUNTARY PUBLIC INVOLVEMENT SURVEY

VOLUNTARY TITLE VI PUBLIC INVOLVEMENT SURVEY

As a recipient of federal funds, the Indiana Department of Transportation (INDOT) is requiring local agencies to develop a procedure for gathering statistical data regarding participants and beneficiaries of its federal-aid highway programs and activities (23 CRF §200.9(b)(4)). The Town of Sellersburg is distributing this voluntary survey to fulfill that requirement to gather information about the populations affected by proposed projects.

You are not required to complete this survey. Submittal of this information is voluntary. This form is a public document that the Town of Sellersburg will use to monitor its programs and activities for compliance with Title VI and the Civil Rights Act of 1964, as amended and its related statutes and regulations.

If you have any questions regarding the Town of Sellersburg’s responsibilities under Title VI of the Civil Rights Act of 1964 or the Americans with Disabilities Act, please contact Michelle D. Medcalf, Title VI Coordinator, 316 E. Utica Street, Sellersburg, Indiana 47172, mmedcalf@sellersburg.org.

You may return the survey by folding it and placing it on the registration table or by mailing or e-mailing it to the address below.

Date:		
Project Name:		
Proposed Project Location:		
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		
Race: (Check one or more)		
<input type="checkbox"/> American Indiana or Alaska Native	<input type="checkbox"/> Asian	
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander	<input type="checkbox"/> White	
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Multiracial	
Age:		Disability:
<input type="checkbox"/> 1-21	<input type="checkbox"/> 22-40	<input type="checkbox"/> Yes
<input type="checkbox"/> 41-65	<input type="checkbox"/> 65+	<input type="checkbox"/> No
Household Income:		
<input type="checkbox"/> \$0-\$12,000	<input type="checkbox"/> \$12,001-\$24,000	<input type="checkbox"/> \$24,001-\$36,000
<input type="checkbox"/> \$36,001-\$48,000	<input type="checkbox"/> \$48,001-\$60,000	<input type="checkbox"/> \$60,001+

Michelle D. Medcalf, Title VI Coordinator
316 E. Utica Street
Sellersburg, Indiana 47172
O | 812.246.3821
mmedcalf@sellersburg.org

APPENDIX F: ISpeak Card

- ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. 1. Arabic
- Մարդկանք ենթադրում են, որ քո լեզուն անգլերեն է, եթե կարող ես կարդալ կամ խոսել անգլերեն: 2. Armenian
- যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বক্সে দাগ দিন। 3. Bengali
- ឈ្មួញក្នុងប្រទេស: ប៊ែរម៉ូន ឬ យោធា ឬ ភាសា ខ្មែរ ។ 4. Cambodian
- Motka i kahhon ya yangin untungnu' manaitai pat untungnu' kumentos Chamorro. 5. Chamorro
- 如果你能读中文或讲中文，请选择此框。 6. Simplified Chinese
- 如果你能读中文或讲中文，请选择此框。 7. Traditional Chinese
- Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. 8. Croatian
- Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. 9. Czech
- Kruis dit vakje aan als u Nederlands kunt lezen of spreken. 10. Dutch
- Mark this box if you read or speak English. 11. English
- اگر خواندن و نوشتن فارسی بلد هستید این مربع را علامت بزنید. 12. Farsi

- Cocher ici si vous lisez ou parlez le français. 13. French
- Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. 14. German
- Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά. 15. Greek
- Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen. 16. Haitian Creole
- अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। 17. Hindi
- Kos lub voj no yog koj paub twm thiab hais lus Hmoob. 18. Hmong
- Jelölje meg ezt a kockát, ha megéri vagy beszéli a magyar nyelvet. 19. Hungarian
- Markaan daytoy nga kahon no makabasa wenno makasunka iti Ilocano. 20. Ilocano
- Marchi questa casella se legge o parla italiano. 21. Italian
- 日本語を読んだり、話せる場合はここに印を付けてください。 22. Japanese
- 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. 23. Korean
- ຫ້າມລິເລີ່ມຈຳ ກັບການຖອດຫ້າມເຮົາເຮົາ. 24. Laotian
- Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. 25. Polish

- Assinale este quadrado se você lê ou fala português. 26. Portuguese
- Însemnați această celulă dacă citiți sau vorbiți românește. 27. Romanian
- Поставьте этот квадратик, если вы читаете или говорите по-русски. 28. Russian
- Обезначьте ovaj kvadratik ukoliko читаете или говорите српским језиком. 29. Serbian
- Označte tento štvoreček, ak viete čítať alebo hovoriť po slovensky. 30. Slovak
- Marque esta casilla si lee o habla español. 31. Spanish
- Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. 32. Tagalog
- ใต้กรอบนี้ถ้าคุณอ่านหรือพูดภาษาไทย. 33. Thai
- Maaka 'i he puha ni kapua 'oku ke lau pe lea fakatonga. 34. Tongan
- Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. 35. Ukrainian
- اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ 36. Urdu
- Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. 37. Vietnamese
- באיזענע דעם קעסטל וויב איר ליינט אדער רעדט יידיש. 38. Yiddish

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021 - R - 003

A RESOLUTION CONSOLIDATING RESOLUTIONS 2016-R-004 AND 2016-R-005 FOR REPORTING PURPOSES AND AMENDING ABATEMENT SCHEDULES FOR RESOLUTIONS 2016-R-003, 2016-R-004, AND 2016-R-005.

WHEREAS, this Town Council of Sellersburg, Indiana ("Council") is the town legislative body of the town and the President of the town council is the town executive pursuant to Ind. Code § 36-5-2 *et seq.*; 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 March 14, 2016, in an open meeting for which the public was invited, this Council previously adopted Resolutions 2016-R-003, 2016-R-004, and 2016-R-005, which approved certain statements of benefits for real property and granted tax abatements for LIT Industrial Limited Partnership (the "Recipient") regarding a large industrial project; and,

WHEREAS, the Recipient of said tax abatements, accelerated its construction schedule and built out two of the three phases simultaneously instead of building the project one phase at a time; and,

WHEREAS, Clarion Partners, the managing entity for the Recipient, has petitioned the Sellersburg Redevelopment Commission (the "Commission") and this Council for the consolidation of the three previously approved abatements into two and revision of the abatement schedule to reflect a 50% deduction per year for each respective year. True and accurate copies of the letter, amended SB-1 Forms and proposed amended abatement schedules are attached hereto as *Exhibit A*; and,

WHEREAS, on April 5, 2021, the Commission adopted Resolution No. 21-001, which supports the consolidation and amendment to the abatement schedules. A true and accurate copy of the resolution is attached hereto as Exhibit B; and,

WHEREAS, the aforementioned consolidation of the tax abatements and amendment to the abatement schedules are in the best interest of the Town of Sellersburg.

NOW, THEREFORE BE IT RESOLVED by the Town Council of Sellersburg,

Indiana as follows:

1. Resolutions 2016-R-004 and 2016-R-005 are hereby consolidated for the purpose of filing the necessary forms for the Recipient to receive the previously authorized abatements, but in no way reduces the estimated assessed values set forth in Exhibit A.
2. The abatement schedules in Resolutions 2016-R-003, 2016-R-004, and 2016-R-005 are hereby amended as follows:

Year	Percent Deduction
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

3. All other provisions set forth in Resolutions 2016-R-003, 2016-R-004, and 2016-R-005 remain in place and are unaffected by this resolution unless set forth herein.

This Resolution shall be in full force and effect after its adoption by the Town Council of Sellersburg, Indiana.

So Resolved this 12th day of April, 2021

“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

Motion: Langford

Second: Czarnecki

Vote: 5 aye 0 nay

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March 31, 2021

Mr. Nick Lawrence
The Wheatley Group, LLC
5150 Charlestown Road, Suite 1A
New Albany, IN 47150

RE: Amended SB-1s and Deduction Schedules

Dear Nick,

LIT Industrial Limited Partnership, a real estate entity managed by Clarion Partners, is requesting an amendment to the economic development incentives previously approved by the Sellersburg Town Council and its Redevelopment Commission. As you know, Building A, a 660,000 square foot Class A warehouse and distribution building (7801 Highway 31E), was completed in late 2020. The adjacent site for Building B, a planned 417,000 square foot building (7803 Highway 31E), is pad-ready.

Following discussions between representatives for LIT Industrial Limited Partnership and the Redevelopment Commission, it has been determined that an adjustment in the abatement schedules and the resubmittal of SB-1s would be advantageous. The adjustment would recognize that the abatements will be implemented in two phases rather than the three phases originally approved. The changes could also be helpful in the recruitment and retainage of tenants for the buildings, as well as providing accelerated property tax revenue receipts for the Redevelopment Commission. Therefore, we would appreciate the Town of Sellersburg's consideration in consolidating the three approved abatements into two and revising the deduction schedules to reflect a 50% deduction per year for each respective 10-year abatement period.

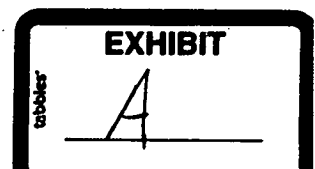
We anticipate the receipt of the 2021 assessment for the property in April, which will include the value of the Building A improvements. This will require abatement compliance paperwork to be filed with the Clark County Auditor's office in May 2021. We respectfully request swift action from the approving bodies regarding this proposal so the new schedules can take effect immediately.

Please consider this letter our formal petition to the Town Council and Redevelopment Commission for the proposed amendments. Thank you, Nick, for your assistance.

Sincerely,



Andy Sitzer
andy.sitzer@clarionpartners.com



Town of Sellersburg, Indiana

Tax Abatement Schedule for Real Property

Year	Percent Deduction
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

Resolution No. 21-001

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE TOWN OF SELLERSBURG, INDIANA AMENDING RESOLUTION NO: 16-001

WHEREAS, the Town of Sellersburg Redevelopment Commission (the "Commission") as the governing body for the Town of Sellersburg Redevelopment Department, pursuant to Indiana Code § 36-7-14, as amended (the "Act") previously adopted a resolution designating an area as an economic development area.

WHEREAS, the Commission previously adopted a resolution supporting certain incentives and commitments for improvements made on behalf of LIT Industrial Limited partnership, a real estate entity managed by Clarion Partners, and Fortis Group LLC (collectively known as the "Developer"), on 77.9 acres of land within the economic development area and identified by the common address of 7615 Hwy 31 East, Sellersburg, IN 47172.

WHEREAS, the Developer has completed construction on Building A, a 659,790 square foot light industrial building and intends to construct Building B, a 417,270 square foot light industrial building, as identified in Exhibit A.

WHEREAS, the Developer has requested an amendment to its SB-1 forms and abatement schedule as described in Exhibit B to reflect its development plans.

WHEREAS, the Commission supports the Developer's request for the amendment.

WHEREAS, the Commission supports, as part of the economic development incentives approved by the Town, that the Town amend Resolutions 2016-R-003, 2016-R-004, 2016-R-005 to reflect the updated SB-1 forms and abatement schedules described in Exhibit B.

WHEREAS, the Commission supports a corresponding amendment to the Development Agreement executed on March 22, 2016, and authorizes the Commission president to execute the amended Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE TOWN OF SELLERSBURG, INDIANA, THAT:

1. The Commission supports the Developer's request for amendment to SB-1 forms and abatement schedule as described in Exhibit B.


EXHIBIT

B

2. The Commission supports, as part of the economic development incentives approved by the Town, that the Town amend Resolutions 2016-R-003, 2016-R-004, 2016-R-005 to reflect the updated SB-1 forms and abatement schedule described in Exhibit B.
3. The Commission supports a corresponding amendment to the Development Agreement executed on March 22, 2016, and authorizes the Commission president to execute the amended Development Agreement

Dated this 5 day of April, 2021.

Town of Sellersburg Redevelopment
Commission

By: 
Michael J. Mastetler, President

ATTESTED BY:

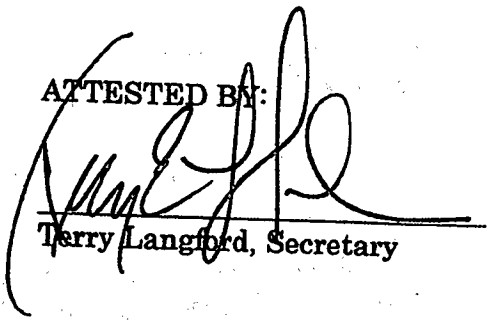
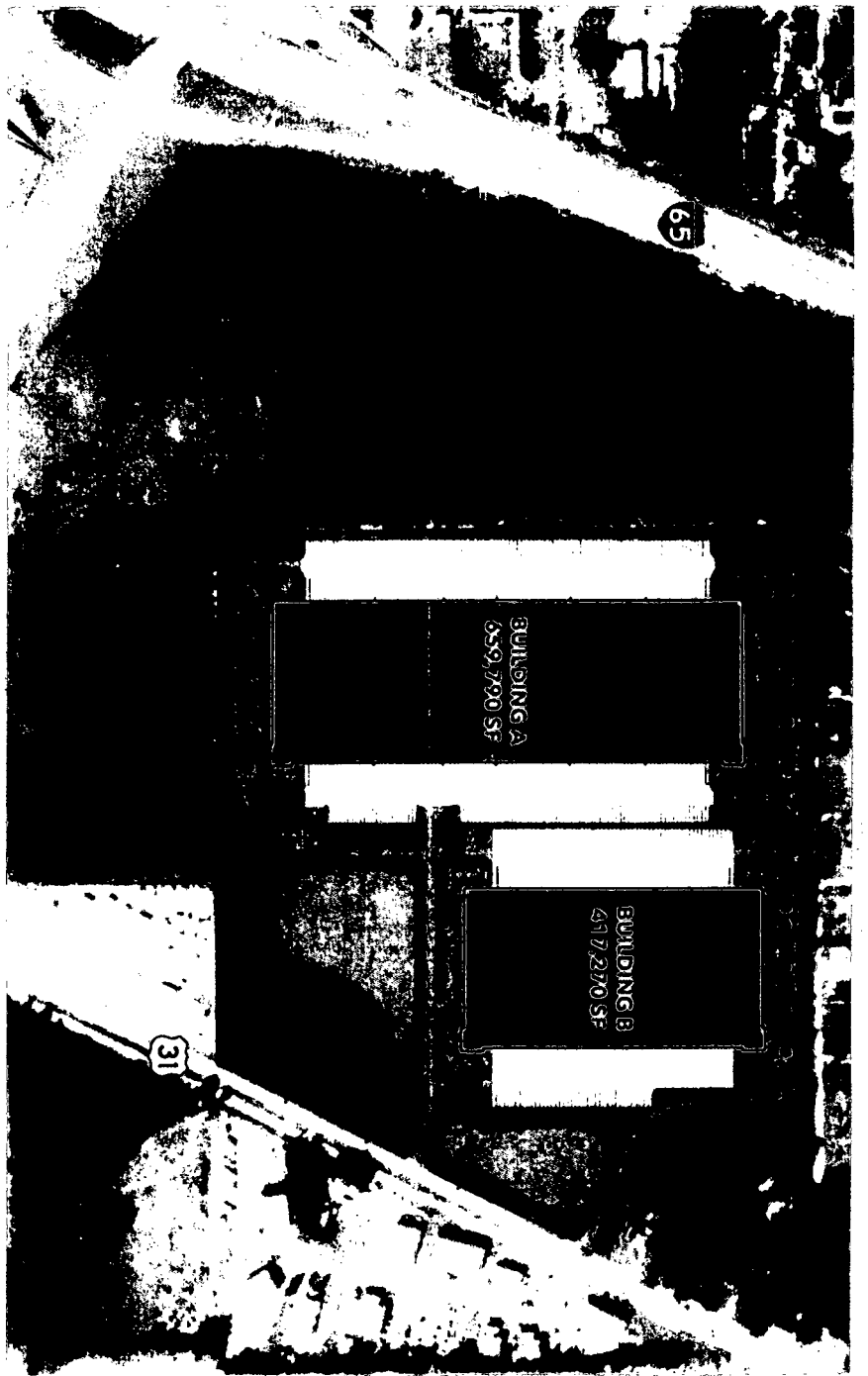

Terry Langford, Secretary

Exhibit A – Site Development Plan



BUILDING A
659,790 SF

BUILDING B
417,270 SF

Exhibit B – SB-1s and schedules



**STATEMENT OF BENEFITS
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

20 21 PAY 20 22

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer LIT Industrial Limited Partnership					
Address of taxpayer (number and street, city, state, and ZIP code) c/o Clarion Partners 1717 McKinney Ave. Suite 1900, Dallas, TX 75202					
Name of contact person Mr. Andy Sitzer, Senior Vice President		Telephone number (214) 647,4929		E-mail address andy.sitzer@clarionpartners.com	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body Sellersburg Town Council				Resolution number 2021-R-003	
Location of property 7801 Highway 31E		County Clark		DLGF taxing district number 031	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Construction of Building A - 659,790 square foot Class 'A' warehouse/distribution project				Estimated start date (month, day, year) June 1, 2019	
				Estimated completion date (month, day, year) June 30, 2020	
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current Number 0.00	Salaries \$0.00	Number Retained 0.00	Salaries \$0.00	Number Additional 0.00	Salaries \$0.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			REAL ESTATE IMPROVEMENTS		
			COST	ASSESSED VALUE	
Current values			0.00		
Plus estimated values of proposed project			26,350,000.00		
Less values of any property being replaced			0.00		
Net estimated values upon completion of project			26,350,000.00		
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____		
Other benefits					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature of authorized representative				Date signed (month, day, year)	
Printed name of authorized representative			Title		

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed n/a calendar years* (see below). The date this designation expires is n/a. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
 1. Redevelopment or rehabilitation of real estate improvements Yes No
 2. Residentially distressed areas Yes No
- C. The amount of the deduction applicable is limited to \$ 26,350,000.00.
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: Year 1 Year 2 Year 3 Year 4 Year 5 (* see below)
 Year 6 Year 7 Year 8 Year 9 Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
 Yes No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body) <i>Brad J. Amos</i>	Telephone number <i>(812) 246-3821</i>	Date signed (month, day, year) <i>4/12/21</i>
Printed name of authorized member of designating body <i>Brad J. Amos</i>	Name of designating body <i>Town of Sellersburg</i>	
Attested by (signature and title of attester) <i>Michelle D. Miller, Clerk Treasurer</i>	Printed name of attester <i>Michelle D. Miller</i>	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

20__ PAY 20__
FORM SB-1 / Real Property
PRIVACY NOTICE
Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
 Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body **BEFORE** the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION

Name of taxpayer
LIT Industrial Limited Partnership

Address of taxpayer (number and street, city, state, and ZIP code)
c/o Clarion Partners 1717 McKinney Ave. Suite 1900, Dallas, TX 75202

Name of contact person Mr. Andy Sitzer, Senior Vice President	Telephone number (214) 647,4929	E-mail address andy.sitzer@clarionpartners.com
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SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT

Name of designating body Sellersburg Town Council	Resolution number 2021-R-003
Location of property 7803 Highway 31E	County Clark
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Construction of Building B - 417,270 square foot Class 'A' warehouse/distribution project	DLGF taxing district number 031
	Estimated start date (month, day, year) July 1, 2021
	Estimated completion date (month, day, year) December 31, 2022

SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
0.00	\$0.00	0.00	\$0.00	0.00	\$0.00

SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values	0.00	
Plus estimated values of proposed project	16,600,000.00	
Less values of any property being replaced	0.00	
Net estimated values upon completion of project	16,600,000.00	

SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER

Estimated solid waste converted (pounds) _____	Estimated hazardous waste converted (pounds) _____
--	--

Other benefits

SECTION 6 TAXPAYER CERTIFICATION

I hereby certify that the representations in this statement are true.

Signature of authorized representative	Date signed (month, day, year)
Printed name of authorized representative	Title

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed n/a calendar years* (see below). The date this designation expires is n/a. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*
- B. The type of deduction that is allowed in the designated area is limited to:
 1. Redevelopment or rehabilitation of real estate improvements Yes No
 2. Residentially distressed areas Yes No
- C. The amount of the deduction applicable is limited to \$ 16,600,000.00.
- D. Other limitations or conditions (specify) _____
- E. Number of years allowed: Year 1 Year 2 Year 3 Year 4 Year 5 (* see below)
 Year 6 Year 7 Year 8 Year 9 Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?
 Yes No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body) <i>Brad J. Amos</i>	Telephone number <i>(812) 240-3821</i>	Date signed (month, day, year) <i>4/12/21</i>
Printed name of authorized member of designating body <i>Brad J. Amos</i>	Name of designating body <i>Town of Sellersburg</i>	
Attested by (signature and title of attester) <i>Michelle D. Miller, Clerk Treasurer</i>	Printed name of attester <i>Michelle D. Miller</i>	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021 – R – 004

**A RESOLUTION PROCLAIMING THE FOURTH (4TH) WEDNESDAY OF MAY,
“CHAMPION’S DAY” FOR THE TOWN OF SELLERSBURG, IN**

WHEREAS, the town council for Sellersburg, Indiana (this “Council”) supports the high school girls and boys of the town and encourages them to be involved in extracurricular activities and within the community; and,

WHEREAS, being the best at a particular sport or activity is a great feat and can only be accomplished with a lot of hard-work, dedication, and sacrifice; and,

WHEREAS, the 2020-2021 Silver Creek High School Girls’ Basketball Team won the Indiana High School Athletic Association Girls Class 3-A State Championship; and,

WHEREAS, the 2020-2021 Silver Creek High School Boys’ Basketball Team won the Indiana High School Athletic Association Boys Class 3-A State Championship; and,

WHEREAS, the 2020-2021 Silver Creek Cheerleading Team won the Indiana High School Athletic Association State Championship for Cheer; and,

WHEREAS, the Town is extremely proud of the accomplishments of these student-athletes and believes they are deserving of recognition.

NOW, THEREFORE BE IT RESOLVED, that the fourth (4th) Wednesday of May will forever be known as “**Champion’s Day**” within the Town of Sellersburg, Indiana. Champion’s Day will acknowledge those who were the best in their respective sport or activity and this Council urges all residents of Town of Sellersburg, Indiana to take every opportunity to congratulate these student-athletes and coaches for their remarkable achievements.

This 24th day of May 2021.

[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

STATE OF INDIANA
BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021 – R – 004 A

A RESOLUTION CONCERNING AUTHORIZATION FOR EXECUTION OF INDOT AGREEMENTS FOR THE TOWN OF SELLERSBURG, INDIANA

WHEREAS, Indiana Code Chapter 36-1-3 permits any unit in the State of Indiana to exercise any power or to perform any function necessary to the public interest in the context of its governmental or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or pre-empted by any other law, or is not expressly granted by any other law to another governmental entity; and,

WHEREAS, the Town Council of Sellersburg, Indiana (this “Council”) is the legislative body and the Town President is the executive body and is authorized to adopt ordinances and resolutions for the administration of the Town of Sellersburg’s legal and financial affairs.

NOW, THEREFORE BE IT RESOLVED, by this Council of Sellersburg, Indiana as follows:

1. **Authorization**. The President of this Council his hereby authorized and confirmed to have the authority to execute any INDOT agreements and all other documents related thereto and all documents related to any INDOT Grant Programs for and on behalf of and to bind the Town of Sellersburg, Indiana
2. **Ratification**. This Council of the Town of Sellersburg, Indiana hereby ratifies all prior agreements and associated documents executed by the President of this Council prior to the effective date of this Resolution.
3. **Effective Date**. This Resolution is effective immediately upon its date of adoption.

SO RESOLVED, this 22nd day of November, 2021.

[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

Randall Mobley

Randall Mobley
Council Member

Randall Mobley
Council Member

Michelle D. Miller

Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

Motion: *McVoy*

Second: *Czarnecki*

TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021- R- 005

**AUTHORIZING THE AWARD OF A PUBLIC-PRIVATE AGREEMENT AND
AUTHORIZING CERTAIN MATTERS RELATED THERETO, PURSUANT TO
INDIANA CODE SECTION 5-23 REGARDING A POTENTIAL ROAD PROJECT IN
SELLERSBURG, INDIANA**

WHEREAS, Indiana Code § 5-23 (the “Act”) authorizes political subdivisions to consider and authorize the entry into public-private agreements or BOT Agreements (as defined in the Act) pursuant to the provisions of the Act; and

WHEREAS, the Town Council of the Town of Sellersburg, Indiana (the “Council”) has adopted the provisions of Indiana Code Section 5-23 by Resolution 2020-R-002, which was adopted and approved by the Council on March 30, 2020 (the “Resolution”); and

WHEREAS, the Sellersburg Redevelopment Commission (the “Commission”), pursuant to the Resolution and the Act, is authorized to issue requests for proposals for public-private projects and agreements related thereto; and

WHEREAS, the Commission, on November 2, 2020, adopted Resolution No. 4 which authorized the issuance of a request for proposals, in accordance with the Act and in collaboration with the Town Manager, for the design, construction, operation, management, maintenance, and/or financing of a new road connecting County Road 311 to Highway 60 (the “Project”); and

WHEREAS, the Town published public notice of the request for proposals in *The News & Tribune* on November 10, 2020 and November 19, 2020; and

WHEREAS, after the Commission and the Town Manager received and reviewed all of the responses to the request for proposals, accorded fair and equal treatment for all respondents, and further negotiated best and final offers; and

WHEREAS, the Commission recommended a public hearing to be held by the Council pursuant to the Act and recommended the award of a public-private agreement related to the Project on November 12, 2021;

WHEREAS, on November 13, 2021, the Town published notice of a public hearing with respect to the Commission’s recommendation and potential award of a public-private agreement to GM Development Companies LLC (the “Offeror”) related to the Project in *The News & Tribune*, and, on November 22, 2021, held such public hearing and considered all public comments with respect to the Commission’s recommendation; and

WHEREAS, the Offeror’s proposal is attached hereto as Exhibit A (the “Proposal”); and

WHEREAS, after the public hearing and on the basis of such recommendation of the Commission, the Town agreed to enter into a public-private agreement whereby the Offeror will design, develop, construct, and finance the Project, and, if applicable, lease the Project to the Town and at the end of such lease term, transfer ownership of the Project to the Town; and

WHEREAS, the Town Council now desires (i) to authorize and approve the Project and the Proposal and (ii) to approve the award of a public-private agreement and such other related documents, each in a form to be approved upon by the President of the Council and/or the Clerk-Treasurer of the Town (collectively, the "Transaction Documents"), and to ratify such procedures related thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE SELLERSBURG TOWN COUNCIL AS FOLLOWS:

SECTION 1. Award. Pursuant to the Act, the Council hereby authorizes and approves the Project, the Proposal, the award of a public-private agreement and the Project in amounts not to exceed \$4,500,000 to the Offeror pursuant to and in accordance with the terms set forth in the Transaction Documents. The Town Council further approves and ratifies the request for proposals and all processes and actions related thereto as conducted by the Commission and its agents.

SECTION 2. Findings. The Council hereby finds that the execution of the Transaction Documents, including the public-private agreement, will serve the public purposes of the Town and is in the best interests of the Town and its residents. The Council further finds and confirms that the terms of the public-private agreement will be based on the value of the facilities leased (if applicable) and will not create a debt of the Town for purposes of the Constitution or laws of the State of Indiana.

SECTION 3. Authorization of Transaction Documents. The Council hereby approves the negotiation and execution of public-private agreement and the Transaction Documents related thereto. The President of the Council and/or the Clerk-Treasurer are further authorized and directed to execute and deliver the public-private agreement and each of the Transaction Documents on behalf of the Town with such changes as the President of the Council and/or the Clerk-Treasurer deem appropriate and consistent with this Resolution, their approval to be evidenced by their execution thereof.

SECTION 4. Notice of Execution of Public-Private Agreement. The Council hereby authorizes the preparation of and publishing of a notice of execution of the public-private agreement in accordance with Indiana Code § 6-3.6-10-4(d). Pursuant to such section, any action to contest such public-private agreement must be brought within thirty (30) days' following such publication.

SECTION 5. Other Actions. The President of the Council, the Clerk-Treasurer, and any other appropriate Town representative are hereby authorized to take any and all actions and execute any documents that such officers deem necessary or desirable to effect the foregoing resolutions

and the transactions contemplated by the Transaction Documents. Any such actions taken or documents executed and delivered are hereby ratified, confirmed and approved.


SECTION 6. No Conflict. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed. After the issuance of the public-private agreement and so long as the public-private agreement remains in effect, except as expressly provided herein, this Resolution shall not be repealed or amended, nor shall the Town adopt any law, ordinance or resolution which in any way adversely affects this Resolution.

SECTION 7. Severability. If any section, paragraph or provision of this Resolution 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 Resolution.

SECTION 8. Interpretation. Unless the context or law clearly requires otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 9. Effectiveness. This Resolution shall be in full force and effect from and after its passage.

Passed by the Town Council of the Town of Sellersburg on the 22nd day of November, 2021 by a vote of 5 to 0.


BRAD AMOS, Council President
Presiding Officer

Attest:



MICHELLE D. MILLER
Clerk-Treasurer

EXHIBIT A

The Proposal of the Offeror

(See Attached)



RFPQ RESPONSE

**Road/Infrastructure Project for the
Town of Sellersburg, Indiana**

**Provided by:
GM Development Companies**

December 4, 2020



December 4, 2020

Sellersburg, Indiana
Attn: Nick Lawrence, Owner's Representative
316 E. Utica Street
Sellersburg, IN 47172

Dear Mr. Lawrence and the RFPQ Committee:

Thank you for the opportunity to submit this proposal to provide development, financing, and construction services for your road project. We are not submitting for engineering services, as we are proposing to work with your selected engineer Jacobi, Toombs, and Lanz. Per the requirements of the RFPQ, we have included several examples of past projects, references, a proposed schedule, and proposed financing strategy.

We are offering our services to help complete the remaining due diligence processes and finalize a budget. We are willing to manage this due diligence process free of charge in hopes that we can work with your selected engineer as they prepare design-development drawings, which will allow us to provide a guaranteed budget and enter into a project/financing agreement with the Town immediately thereafter. The schedule in this document outlines our proposed next steps which will lead to budget finalization, closing on financing, and groundbreaking next year.

Our proposal is intended to take as much risk and responsibility off of the Town as possible. If selected as your development partner, we will work with you and your selected engineer through every step of the process to make the project as burden-free as possible.

Should you have any questions about our proposal, please feel free to call me at (317) 417-5094 or email me at greg@gm-development.com. I will respond with answers immediately.

Thank you again for this opportunity, and we look forward to the potential of working with you over the next year.

Best regards,

A handwritten signature in cursive script, appearing to read "Greg W. Martz".

Greg W. Martz
Managing Partner
GM Development Companies



PROPOSED PROJECT TEAM



Proposed Project Team

Developer/Financing: GM Development Companies LLC
Greg Martz, Managing Partner
8561 N 175 E.
Springport, IN 47386
Phone: (317) 417-5094
Email: greg@gm-development.com

Contractor: Dan Cristiani Excavating Co. Inc.
Joe Wood, Estimator
1221 Hwy 31 E.
Clarksville, IN 47129
Phone: (812) 282-9866
Email: joew@dcexc.com

Experience: We have developed more projects under Indiana Code 5-23 than all other companies combined.

Please see attached company overview for further details.

Financial Capacity: We have developed approximately \$300 million of similar projects over the past five years, and we have ample capability to finance/construct the proposed project.

ABOUT
GM DEVELOPMENT COMPANIES



GM Development's sole focus is to develop municipal projects, and we are uniquely qualified to provide financing and development services for this project. To our knowledge, we are the only development company in the State of Indiana whose sole focus is developing municipal projects. Additionally, our proprietary financing model has been refined over many years and has been reviewed by multiple law firms throughout the State.

Our projects have included some of the most unique, complex, and risky types of public projects, including projects that have required 24-month permitting processes from all levels of government, simultaneous projects requiring precise schedule sequencing, and fully guaranteed budgets with a myriad of unknown risks. Despite these challenges, every project has been completed within budget, and our municipal clients have not received a contractor-directed change order in our entire company history.



100%
Percent of Projects Located in Indiana



100%
Percent Completed On Time & Within Budget



0
Total Cumulative Change Orders



\$300M+
Total Project Value in the Past Three Years



\$4,128,227
Average Project Size



\$200K - \$47M
Range of Project Size



SIMILAR PROJECTS AND REFERENCES



References

We are providing multiple references (the RFPQ required three) below for your review. All of these projects were similarly sized road/utility/infrastructure projects delivered/financed under IC 5-23, and each were unique and complex in varying ways. Please feel free to discuss these projects with our clients. Additionally, we are providing a list of all of the projects that we have developed under IC 5-23 on the following pages.

Purdue Research Foundation— Gateway Infrastructure I

Cost of work: \$2,000,000
Reference: Greg Napier (Director of Parks) 765-491-6406

Purdue Research Foundation— Gateway Infrastructure II

Cost of work: \$1,022,000
Reference: Greg Napier (Director of Parks) 765-491-6406

Alexandria State Road 9 Infrastructure

Cost of work: \$664,286
Reference: Warren Brown (Executive Director) 765-278-7345

Alexandria Willows Infrastructure

Cost of work: \$885,714
Reference: Warren Brown (Executive Director) 765-278-7345

New Albany Daisy Lane Extension

Cost of work: \$3,856,950
Reference: David Duggins (RDC Director) 812-493-4430

Petersburg Infrastructure and Main Extension

Cost of work: \$857,000
Reference: RC Klipsch (Mayor) 812-582-8096

Van Buren Infrastructure and Main Extension

Cost of work: \$721,546
Reference: Michelle Sexton (Clerk-Treasurer) 765-934-3991

Battle Ground Infrastructure, Land Acquisition and Utility Installation

Cost of work: \$2,500,000
Reference: Georgia Jones (Clerk-Treasurer) 765-567-2603

Hartford City Infrastructure Extension and Utility Installation

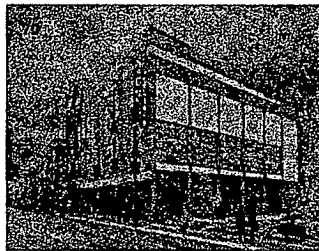
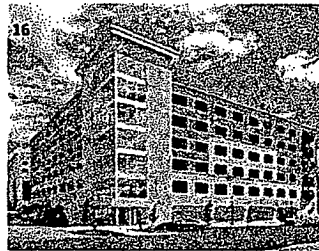
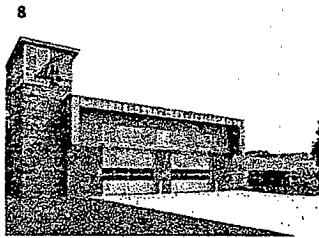
Cost of work: \$1,000,000
Reference: Dan Eckstein (Mayor) 765-348-0412

Waterloo Infrastructure, Land Acquisition and Utility Installation

Cost of work: \$1,750,000
Reference: Pam Howard (Town Manager), 260-837-7428



Recent Municipal Projects Financed/Developed by GM Development in Indiana

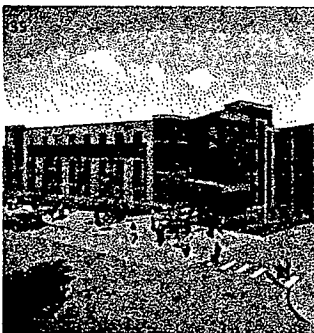
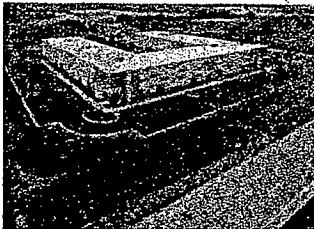


1. Purdue Research Foundation, Childcare Facility	\$5,115,437
2. Sullivan Community Building	\$2,375,000
3. Hammond Fire Station	\$3,750,000
4. Hebron Fire Station	\$750,000
5. Hobart Fire Station	\$1,150,000
6. Lake Ridge Fire Station	\$1,650,000
7. Milan Township, Allen County Fire Station	\$1,345,000
8. New Albany Fire Station 1 - new construction	\$3,351,330
9. New Albany Fire Station 2 - renovation	\$97,278
10. New Albany Fire Station 3 - renovation	\$844,613
11. New Albany Fire Training Facility	\$876,800
12. Purdue Research Foundation Flood Mitigation, Regional Detention, and Todd's Creek Relocation	\$4,000,000
13. Alexandria Lift Station 1/Sewer	\$664,286
14. Alexandria Lift Station 2/Sewer	\$885,714
15. Batesville Lift Station/Sewer	\$337,201
16. Monroe County Public Parking Garage and Correctional Facility	\$9,300,000
17. Austin Property Acquisition and Demolition	\$1,300,000
18. Batesville Property Acquisition and Demolition	\$222,500
19. Batesville Industrial Road	\$1,165,000
20. Batesville Shell Industrial Building	\$2,632,702
21. Muncie WWTP Solar	\$3,400,000



Recent Municipal Projects Financed/Developed by GM Development in Indiana

23



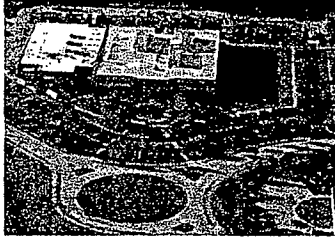
22. Purdue Research Foundation Office Headquarters Expansion	\$12,698,915
23. Purdue Research Foundation Composite Lab Indiana Manufacturing Institute	\$13,301,038
24. Purdue Research Foundation Office - Rolls Royce/Purdue	\$14,950,000
25. Purdue Research Foundation White Peterman Headquarters	\$460,842
26. Purdue Research Foundation, Pearson Labs Office	\$351,435
27. Purdue Research Foundation, Utility Installation	\$2,000,000
28. New Albany Road Extension	\$3,500,000
29. Franklin Shell Industrial Building	\$2,392,000
30. Petersburg Fire Station	\$828,475
31. Brownsburg Public Parking Garage	\$4,500,000
32. Hobart Public Works Maintenance Facility	\$1,450,000
33. New Chicago Public Works Maintenance Facility	\$700,000
34. Seymour City Park	\$3,500,000
35. Fishers Police Headquarters	\$10,724,765
36. Fishers Parking Garage	\$5,774,913
37. Southport City Hall and Police Department Headquarters	\$1,000,000
38. Yorktown Town Hall and Police Department Headquarters	\$2,850,000
39. Charlestown Police Headquarters	\$1,299,500
40. Van Buren Sewer Installation	\$721,546
41. Battle Ground Water Tower 1	\$1,250,000
42. Miami County Shell Industrial Building	\$2,850,000
43. Hammond Public Sportsplex	\$6,000,000
44. Pike County Water Main Extension	\$857,000



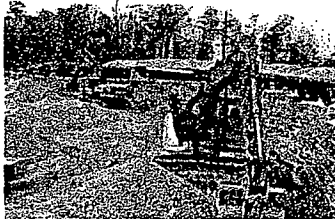
45. White River Township Firehouse	\$750,000
46. Van Buren Township (Monroe County) Firehouse	\$1,457,300
47. Olive Township Firehouse	\$1,200,000
48. Clinton Firehouse	\$1,189,000
49. Delaware County Jail	\$44,455,000
50. Rushville Mixed-use/Incubator	\$700,000
51. Sullivan Mixed-use/Incubator	\$525,000
52. MADE@Plainfield Higher Ed Facility	\$36,000,000
53. Plainfield Town Hall and Performing Arts Center	\$30,000,000
54. Plainfield Parking Structure	\$7,090,000
55. Mooresville Shell Building	\$4,175,000
56. Whitestown Police Dept. Headquarters	\$3,500,000
57. Whitestown Fire Dept. Headquarters	\$5,500,000
58. Whitestown Parks Land Acquisition	\$6,000,000
59. West Lafayette Parks Headquarters	\$683,875
60. Pike County Parks Shelter House	\$232,858
61. Jefferson Township (Pike County) Firehouse	\$888,000
62. New Albany Flood Control District	\$3,900,000
63. West Lafayette Fire Station #3	\$2,500,000
64. Lafayette Parking Structure (in design)	\$1,900,000
65. Johnson County Parks (multiple in design)	\$5,000,000
66. Speedway Town Hall and Police Dept HQ	\$8,500,000
67. Brookville Municipal Pool	\$3,700,000
68. Clay Township (Morgan County) Firehouse	\$370,000
69. Haymaker Road Extension (Mooresville)	\$550,000



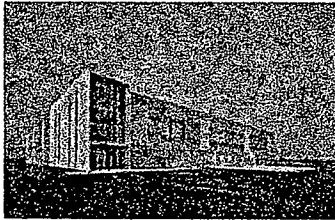
22.



28.



42.



70. Muncie EDC	\$3,500,000
71. Johnson County Parks Playground	\$335,000
72. West Lafayette Water Line Installation	\$160,000
73. Van Buren Township Firehouse Addition	\$264,000
74. Scottsburg Sewage Treatment Plant (in design)	\$13,000,000
75. Hartford City Historic Redevelopment	\$450,000
76. Hartford City Water and Sewer Extension	\$500,000
77. Van Buren Township Firehouse Renovation	\$280,000
78. Purdue Research Foundation Gateway Utility II	\$1,022,000
79. Waterloo Sewer Extension	\$1,750,000
80. Tippecanoe Community Corrections (in design)	\$15,000,000
81. Battle Ground Water Tower 2	\$1,156,000
82. Warren Township Firehouse	\$3,500,000
83. Plainfield Mill Street Asset Relocation	\$237,000
84. Clarksville Public Works Campus	\$7,100,000
85. Henry County Shell Building	\$2,600,000
86. Daleville Town Hall and Police HQ	\$4,300,000



SCHEDULE



Procurement Period

- 12/4/2020—RFPQ responses are received by selection committee
- 12/7/2020—Selection committee notifies the apparent best offeror and enters into scoping period with selected offeror.
- Engineer begins (or continues) design process.

Scoping Period

- Selected developer works collaboratively with Engineer to study design/construction solutions for the project.
- Preliminary project budget is formulated based on identified solution.
- A preferred solution is recommended by Engineer based on findings.
- Approximately 6-8 weeks after scoping period begins, Developer receives preliminary design deliverables from the engineer.
- At 60% completed design, developer provides a guaranteed budget and bank credit approval. This will likely take the engineer approximately 6-8 additional weeks to complete this level of design, and it will take the Developer approximately 3 weeks to provide the guaranteed budget upon receiving the design.
- Construction drawings (i.e.—100% completed drawings) continue through the budgeting process.
- Selection committee receives budget and financing deliverables from developer, makes a written recommendation to the Town Council on final budget/financing solution, and Town Council publishes notice of public hearing seven days prior to the hearing (IC 5-23-5-8).
- Financing and budget is ratified via resolution at public hearing, financing is closed, and project is funded.

Construction Period

- Design is 100% complete
- Permitting
- Construction begins (Spring 2021 Target)
- Construction complete (Likely 6-8 months after construction begins depending on final project scope)
- All improvements are transferred to the Town immediately upon construction completion



PROJECT/FINANCING APPROACH



Project Approach

Turn-Key Solution

Our proposal should be considered a turn-key solution for construction and financing.

Design Support

We will provide all expertise and knowledge to support your selected engineer by:

1. Examining the engineer's proposed solutions
2. Determining the budget for their recommended solution
3. Ensuring the design will meet the budget
4. Providing a code-compliant project
5. Delivering a quality project that will last for many decades

We will listen to you, ensure that your needs are interpreted in the engineer's drawings, and will work diligently until the project is completed to your satisfaction and within our promised budget. We will provide the expertise, but you will have the "final say" on all decisions.

Project Management Approach

Our approach to the Project is to involve the Town in all important decisions (with the understanding that the Town will always have final decision-making authority), but balance this with a "get it done" mentality. We will manage all aspects of the Project in a manner that will ensure delivery by the stated delivery date and final budget. Simply put — if we are chosen as your development partner, this Project will be delivered on time and on budget.

Availability

We are ready to start immediately if we are selected as your development partner. We will immediately provide support services to your selected engineer to begin identifying a cost-effective solution.

Town Workforce

If desired as a cost-saving measure, your Town staff can perform as much or as little of the Project construction as they would like. We can still finance the entire project no matter how much of the work they would like to complete themselves.



Approach to Financing

- Bank:** We have worked with dozens of banks in the past. We will work with you to select the list of banks that we invite to bid on the project.
- Process:** We will provide full project financing for the project. The proposed financing method is a BOT Agreement by which the Town will pledge appropriate revenues for repayment via resolution or ordinance. Upon finalizing the project scope and budget, we will seek credit terms from multiple banks and present those terms to the Town. We will be able to close on the financing as soon as the Town Council has adopted the authorizing resolution to pledge appropriate revenues for repayment. Closing will occur immediately upon receiving authorization from the Town Council to do so.
- BOT Agreement:** Under the terms of the BOT Agreement, we are responsible for delivering the Project for a guaranteed price.
- Ownership:** The Town will own all improvements immediately upon construction completion. The land does not need to be conveyed to us at any time. We simply need a temporary construction easement to grant permission to construct the Project.
- Funding Sources:** The Project will be 100% financed through the bank. No equity or upfront cash is needed from the Town.
- Budget Risk:** Our team will assume 100% of the construction risk. There will be no change orders.



Advantages of our Proprietary Delivery/Financing Model

1. Reduction of risk to the Town

- The Project budget is guaranteed, but the Town will still retain final authority to approve the project design.
- There will be no mortgage or other lien on the project at any time.
- The Town will retain ownership of the land throughout the Project. No land lease or land sale is required.
- This financing/delivery method has been used by numerous other municipalities throughout Indiana. We have used this financing model on over eighty public projects throughout Indiana.
- The Town will own the Project without having to accelerate any payments.
- We will insure the Project with a performance bond and payment bond.

2. Timing

- Closing will occur immediately after the resolution to approve the financing is adopted by the Town.
- The completed Project will be conveyed to the Town immediately upon construction completion.
- We are ready to commence development/budgeting services immediately upon being selected by the Town.

3. Cost Savings

- The agreed upon Project budget is guaranteed and we will assume 100% of the construction risk (i.e. - 0% chance of change orders to the Town).
- There is no debt service reserve requirement.
- Issuance costs, including bank fee, bank counsel, special tax counsel, and developer counsel, will be very low (usually less than \$30k).
- We charge nothing for the scoping period, which will allow you to determine your best solution without any cost.
- We charge absolutely no markup or developer profit on the payments or financing. Our only profit center is on the construction of the project.



SCOPING PERIOD FEES



Scoping Period Fees

We understand that the Town cannot effectively make a decision to move forward with the Project without understanding the scope of the Project, understanding the options available, and understanding how much the proposed solution will cost. We also understand that, per the RFPQ, we will be expected to utilize a scoping period to investigate the scope of the Project, provide solutions, provide design assistance to the engineer, and prepare budgets for the engineer's proposed solution. We are willing and able to support your selected engineer to provide these services. We will charge \$0 to provide these deliverables during the scoping period. Our only profit center will be on the construction of the Project if/when you decide to move forward with our team after we deliver the guaranteed budget and financing terms as part of the Scoping Period deliverables.

TOWN COUNCIL OF THE TOWN OF SELLERSBURG, INDIANA

RESOLUTION NO. 2021-R-007

APPROVING PLEDGE OF TAX INCREMENT REVENUES, ENTRY INTO TRANSACTION, AND AUTHORIZING CERTAIN MATTERS RELATED THERETO, REGARDING A POTENTIAL ROAD PROJECT IN SELLERSBURG, INDIANA

WHEREAS, Indiana Code § 5-23 (the "Act") authorizes political subdivisions to consider and authorize the entry into public-private agreements or BOT Agreements (as defined in the Act) pursuant to the provisions of the Act; and

WHEREAS, the Town Council of the Town of Sellersburg, Indiana (the "Council") has adopted the provisions of Indiana Code Section 5-23 by Resolution 2020-R-002, which was adopted and approved by the Council on March 30, 2020 (the "Resolution"); and

WHEREAS, the Sellersburg Redevelopment Commission (the "Commission"), pursuant to the Resolution and the Act, is authorized to issue requests for proposals for public-private projects and agreements related thereto; and

WHEREAS, the Commission, on November 2, 2020, adopted Resolution No. 4 which authorized the issuance of a request for proposals, in accordance with the Act and in collaboration with the Town Manager, for the design, construction, operation, management, maintenance, and/or financing of a new road connecting County Road 311 to Highway 60 (the "Project"); and

WHEREAS, the Town published public notice of the request for proposals in *The News & Tribune* on November 10, 2020 and November 19, 2020; and

WHEREAS, after the Commission and the Town Manager received and reviewed all of the responses to the request for proposals, accorded fair and equal treatment for all respondents and further negotiated best and final offers; and

WHEREAS, the Commission recommended a public hearing to be held by the Council pursuant to the Act and recommended the award of a BOT Agreement with GM Development Companies LLC (the "Offeror") related to the Project on November 12, 2021;

WHEREAS, on November 13, 2021, the Town published notice of a public hearing with respect to the Commission's recommendation and potential award of BOT Agreement to Offeror for the Project in *The News & Tribune*, and, on November 22, 2021, held such public hearing and considered all public comments with respect to the Commission's recommendation; and

WHEREAS, after the public hearing and on the basis of such recommendation of the Commission, the Town agreed to enter into a public-private agreement whereby the Offeror will design, develop, construct, and finance the Project, and, if applicable, lease the Project to the Town and at the end of such lease term, transfer ownership of the Project to the Town; and

WHEREAS, on November 22, 2021, the Town Council authorized and approved the Project and approved the award of a BOT Agreement to the Offeror and authorized such other related documents as may be necessary, each in a form to be approved upon by the signors of the respective documents (collectively, the "Transaction Documents"), and ratified such procedures related thereto; and

WHEREAS, the Offeror will construct the Project and lease such Project, pursuant to a build-operate-transfer lease agreement (a public-private agreement) (the "BOT Agreement"), to the Commission for a term extending no longer than January 15, 2038, where the Commission shall make semiannual lease rental payments each January 15 and July 15 beginning no earlier than July 15, 2022 (the "BOT Payments") and not earlier than the Project is available for use by the Town; and

WHEREAS, to provide funds for the payment of costs and expenses that will be incurred in connection with the design, financing, and construction of the Project, including those incurred in connection with finalizing documents and closing related to the Project, the Offeror will monetize the BOT Payments, required to be made to it by the Commission under the BOT Agreement; and

WHEREAS, such monetization will occur through the execution by the Commission, the Offeror, and a bank jointly selected by the Commission and the Offeror (the "Purchaser") of a participation and purchase agreement pursuant to which the Offeror will "sell", and absolutely assign, to the Purchaser the right to receive the BOT Payments (the "Participation Agreement"); and

WHEREAS, the Commission has established, and amended from time to time, an economic development area known as the "Sellersburg Economic Development Area" (collectively, as amended, the "Area"); and

WHEREAS, the Commission designated the entire Area as an allocation area (the "Allocation Area") for purposes of capturing incremental ad valorem real property taxes levied and collected in the Allocation Area (the "Tax Increment"); and

WHEREAS, the Commission has approved an economic development plan for the Area, and such economic development plan includes the Project; and

WHEREAS, the Commission, after consultation with its municipal advisor, has found that there is sufficient coverage, after consideration of other outstanding obligations payable from Tax Increment, for the Commission to pledge the Tax Increment to the payment of the BOT Payments on parity with the 2018 BANS (as defined below) and any other parity obligation issued subsequent hereto; and

WHEREAS, on December 6, 2021, the Commission pledged the Tax Increment to the payment of the BOT Payments; and

WHEREAS, the Town Council now desires to approve and affirm (i) the Commission's pledge of the Tax Increment to the payment of the BOT Payments and (ii) proceeding with the

Project.

NOW, THEREFORE, BE IT RESOLVED BY THE SELLERSBURG TOWN COUNCIL AS FOLLOWS:

SECTION 1. Tax Increment Pledge. The Town Council approves and affirms the Commission's pledge of Tax Increment generated in the Allocation Area to the payment of the BOT Payments, for the term of the BOT Agreement, on parity with the payment obligations under the Redevelopment District Bond Anticipation Notes of 2018 (the "2018 BANs"). The BOT Payments are solely secured by the Tax Increment. The Commission may, but is not obligated to (and did not pledge to), appropriate, in its discretion, other legally available sources of funds to pay the BOT Payments. As reflected in the Commission's Resolution on December 6, 2021:

(a) the portions of the BOT Payments attributable to principal, when aggregated, shall not exceed \$4,500,000.00;

(b) the rate at which interest shall accrue shall not exceed 5.00%;

(c) the BOT Payments may be subject to optional redemption with or without premium with the advice of the municipal advisor to the Commission;

(d) the BOT Payments will be made semiannually each January 15 and July 15, beginning no earlier than July 15, 2022 or such later date as the Project is available for use;

(e) there will not be provisions for capitalized interest;

(f) any parity or additional obligations tests under the Commission's Resolution No. 2018-1 and associated documents relating to the 2018 BANs have been satisfied; and

(g) the term of the BOT Agreement shall not extend past January 15, 2038.

SECTION 2. Entry into Transaction. The Town Council approves and affirms entry into the Transaction Documents and proceeding with the Project.

SECTION 3. Authority. The President of the Commission or any other authorized officer of the Commission or the Town is authorized and directed, in the name and on behalf of the Town, to take or cause to be taken all actions, and to execute and deliver all instruments, agreements or certificates that are necessary or desirable in connection with the Project, to include the BOT Agreement, Participation Agreement, and any other necessary and related documentation. This signature authority shall govern and supersede any other Town Council resolution regarding signing authority related to this Project to the contrary. All prior actions taken by the Commission, President of the Council and/or the Clerk-Treasurer of the Town or any other authorized officer in connection with or furtherance of the Project are approved, ratified and affirmed in all respects.

SECTION 4. Other Actions. The President of the Council, the Clerk-Treasurer, and any other appropriate Town representative are hereby authorized to take any and all actions and execute

any documents that such officers deem necessary or desirable to affect the foregoing resolutions and the transactions contemplated by the Transaction Documents. Any such actions taken, or documents executed and delivered are hereby ratified, confirmed and approved.

SECTION 5. No Conflict. All ordinances, resolutions, and orders or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed. After the issuance of the public-private agreement and so long as the public-private agreement remains in effect, except as expressly provided herein, this Resolution shall not be repealed or amended, nor shall the Town adopt any law, ordinance or resolution which in any way adversely affects this Resolution.

SECTION 6. Severability. If any section, paragraph or provision of this Resolution 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 Resolution.

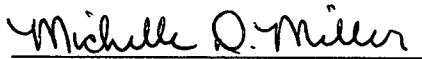
SECTION 7. Interpretation. Unless the context or law clearly requires otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

SECTION 8. Effectiveness. This Resolution shall be in full force and effect from and after its passage.

Passed by the Town Council of the Town of Sellersburg on the 13th day of December, 2021 by a vote of 4 to 0.


BRAD AMOS, Council President
Presiding Officer

Attest:


MICHELLE D. MILLER
Clerk-Treasurer

Motion: McVoy Second: Czarnecki

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