



## City Council Agenda

**MEETING DATE:** Wednesday, November 8, 2023, at 5:30 PM

**MEETING PLACE:** Madison City Hall- Council Chambers

- A. Lord's Prayer/Pledge of Allegiance
- B. Calling of roll & notice of absentees
- C. Reading, approving, correcting, or disposing of minutes from prior meeting.
- D. Presentation of petitions, memorials, remonstrance's, introduction of motions and guests
  - MPD Chief John Wallace: Awards for Conduct Above and Beyond the Call of Duty
- E. Resolution or Bills
  - Ordinance 2023-19: Ordinance Establishing FEMA Grant Fund
- F. Reports, recommendations, other business from standing/select committees of the city council.
- G. Reports of city officials
  - MPD Police Chief John Wallace
  - Utilities Superintendent Brian Jackson
- H. Bills on third reading
- I. Bills on second reading
  - Ordinance 2023-17: Amending Zoning Map at 417 State Street: Sponsor P. Thevenow
  - Ordinance 2023-18: Creating a Fund to Receive Grant Money from Bethany Legacy Foundation: Sponsor C. Krebs
- J. Miscellaneous
- K. Public comments
- L. Mayor's comments
- M. Next Council Meeting: Tuesday, November 21, 2023, at 5:30 PM
- N. Motion to adjourn.



# MADISON *Indiana*

## Common Council Minutes

**MEETING DATE:** October 18, 2023

**MEETING PLACE:** Madison City Hall – Council Chambers

The Common Council of the City of Madison, Indiana met in regular session at 5:30 P.M. at City Hall, 101 W. Main St.

Before the meeting began, Joel Storm, who was elected by the Precinct Committeemen of Jefferson County Republican Party to serve as the 5<sup>th</sup> District city councilman, was sworn in by Mayor Bob Courtney.

Mayor Bob Courtney opened the meeting with the Lord's Prayer followed by the Pledge of Allegiance to the Flag.

**Present:** D. Dattilo, Thevenow, L. Dattilo, Bartlett, Krebs, Schafer, and Storm (7-0).

**Minutes:** Bartlett moved to approve October 3, 2023, minutes, seconded by Schafer. All in favor, motion carried (7-0).

### **Presentation of petitions, memorials, remonstrances, introduction of motion & guests:**

#### **Constitution Week Proclamation:**

**Proclamation for National Code Compliance Month:** Mayor Courtney read and presented the Proclamation for National Code Compliance Month. Mayor Courtney took time to recognize Duey O'Neal as the city's first full-time Code Enforcement Officer. In the first 18 months, the city's Code Enforcement Officer was involved in 680 cases. The American Association of Code Enforcement recognizes and honors Code Enforcement Officers and Professionals across the United States and brings awareness to the importance of code enforcement.

#### **Resolutions or bills:**

**Ordinance 2023-17: Zoning Map at 417 State St. (Sp. Thevenow):** There has been a recommendation made by the City of Madison Plan Commission to the Common Council of the City of Madison to amend the zoning of the described property in Ordinance 2023-17 be changed from General Business (GB) to Medium Density Residential (R-8). Address 417 State St., parcel No. 39-08-27-442-004.000-007.

#### **Ordinance 2023-18: Creating a Fund to Receive Grant Money from the Bethany Legacy**

**Foundation (Sp. Krebs):** The Bethany Legacy Foundation is a non-profit health foundation dedicated to the health and wellness of the residents of Jefferson County. The Bethany Legacy Foundation will be making restricted donations for various health-related initiatives within the City of Madison. The City of Madison wishes to establish a fund to deposit monies donated from the Bethany Legacy Foundation to city initiatives. The monies donated will come as restricted donations for a specified purpose through an agreement for each donation which will specify the accepted use of funds. The fund shall be named the Bethany Legacy Foundation Donation Control Fund. The funds contained in the account shall be expended only for the exclusive purpose detailed in each

restricted donation agreement. The council will review and agree to each donation agreement before accepting funds and no further appropriation is required. The express and written approval of the Board of Public Works and Safety shall be obtained before the expenditure of the funds from the account. The fund shall be nonreverting and exist perpetually unless terminated by a subsequent ordinance enacted by the Common Council. After termination, the remaining balance of the account shall revert to the general budget of the Common Council.

**Reports, recommendations, and other business from standing/select committees of City Council:** None.

**Report of city officials: Approval of Bethany Legacy Donation Agreements – Deputy Mayor, Mindy McGee:** The city is setting up a control fund for the monies that the Bethany Legacy Foundation donates to the City of Madison. The foundation has previously supported other initiatives of the city with their funds, along with the restrictions that the monies be used for a purpose. Because these are local dollars, it allows the city to put the money in one fund, but there are restrictions. The fund will be set up and have revenue and expense lines in place for each project. That way, the city can track how the funds are used and report back to the Bethany Legacy Foundation. The agreements the city is already working on with the Bethany Legacy Foundation are studies for Brown Gym, Sunrise Golf Course, and the Rucker Sports Complex totaling \$126,000.00, the Crystal Beach Aquatic Park project totaling \$2,000,000.00 and \$250,000.00 of that is designated to supporting programming and activities for access to the pool for low-income families, and mental health resources for the Madison Police Department totaling \$100,000.00 over three years. Mindy is recommending the council approve the three agreements and let them be executed by the Clerk-Treasurer, and then put the money in the fund once it is established.

Thevenow moved to approve the three Bethany Legacy Foundation grant agreements as presented, seconded by Krebs. All in favor, motion carried (7-0).

**Bills on third reading:**

City Attorney, Joe Jenner, recommended Joel Storm abstain from the votes on ordinances regarding budgets as there is a law that does not allow firefighters to vote on budgets.

**Ordinance 2023-13: Notice of Appropriations and Tax Rates for 2024: Roll Call Vote:** Thevenow – Y, Krebs – Y, L. Dattilo – Y, Schafer – Y, Bartlett – Y, D. Dattilo – Y, Storm abstained from the vote. All in favor, ordinance passes 6-0-1 (Storm abstained)

**Ordinance 2023-14: Fixing Compensation of Elected Officials for 2024: Roll Call Vote:** Thevenow – Y, Krebs – Y, L. Dattilo – Y, Schafer – Y, Bartlett – Y, D. Dattilo – Y. Storm abstained from the vote. All in favor, ordinance passes (6-0).

**Ordinance 2023-15: Fixing Salaries of Appointed Officers and Employees for 2024: Roll Call Vote:** Thevenow – Y, Krebs – Y, L. Dattilo – Y, Schafer – Y, Bartlett – Y, D. Dattilo – Y. Storm abstained from the vote. All in favor, ordinance passes (6-0).

**Ordinance 2023-16: Amending Zoning Map regarding 117 Ferry St. (Sp. Thevenow): Roll Call Vote:** Thevenow – Y, Krebs – Y, L. Dattilo – Y, Schafer – Y, Bartlett – Y, D. Dattilo – Y, Storm – Y. All in favor, ordinance passes (7-0).

**Bills on second reading:** None.

**Public comment:** Rick Berry, 511 Brentwood Dr., inquired about a FOIA request for financial records from the administration that was submitted by the Democratic Party. Mayor Bob Courtney assured him the request was being handled and should be sent to the requestor in a reasonable amount of time. Financial statements are readily available online, as well as all of the budget information. The budget book has also been available at City Hall since September 9, 2023, for anyone to review.

Debbie Beemon, 709 Walnut St., returned with concerns regarding blight on her street and in her area.

Julie Patterson, 714 Walnut St., addressed the council regarding improvements to the council meetings and how to make the website more user-friendly when looking for specific information.

Mike Greco, 1106 East St., wanted confirmation that if he wanted to find out information regarding the budget other than what is posted on the city website, all he would need to do is visit city hall or ask his district councilman.

Randy Bellamy, 409 E 3<sup>rd</sup> St.,

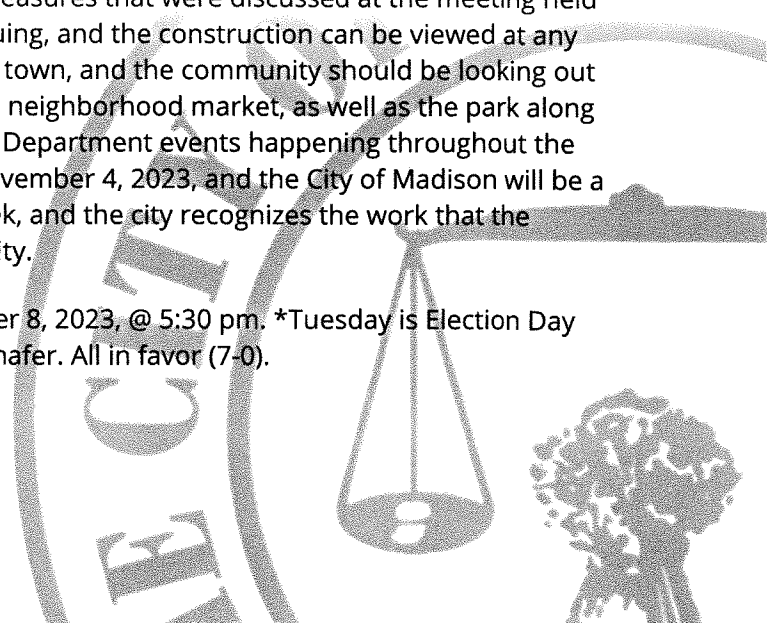
Derek Hughes, 411 Jefferson St., inquired about the cost of requesting copies from public records and whether or not it was a City Hall policy or a policy of the company that created the report. She explained she was told the copy would be \$1.00 per page and the document was 500 pages. Mayor Courtney informed her that her copy should not cost anything and that she was welcome to come back and pick up a copy of the requested documents.

John Hutchinson, 223 W Hutchinson Ln., wanted to inform everyone that early voting was extended by 11 days, and he hopes everyone understands that now they have more opportunities to vote, and he encourages people to take advantage of that benefit.

Erin Thomas from Lifetime Resources wanted clarification on whether or not the council was able to add anything to the budget for Lifetime Resources. Councilwoman Krebs informed her that the council agreed they would find \$10,000.00 somewhere for Lifetime Resources.

**Mayor's comments:** Last week, the city had a meeting with the Indiana Department of Transportation (INDOT) about the East End traffic and speeding issues. INDOT and the city are working collaboratively to identify traffic-calming measures that were discussed at the meeting held at the firehouse. Crystal Beach's progress is continuing, and the construction can be viewed at any time using webcams. New signs are posted around town, and the community should be looking out for a groundbreaking announcement regarding the neighborhood market, as well as the park along Vaughn Dr. and Poplar St. There are multiple Parks Department events happening throughout the course of the month. Mad Hop will be Saturday, November 4, 2023, and the City of Madison will be a venue. This week is National Friends of Library Week, and the city recognizes the work that the Jefferson County Library has done for the community.

The next regular meeting will be Tuesday, November 8, 2023, @ 5:30 pm. \*Tuesday is Election Day  
**Adjourn:** Krebs moved to adjourn, seconded by Schafer. All in favor (7-0).



Attested:

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**President Pro Tempore**

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**Kathleen M. Rampy, Clerk-Treasurer**



**AN ORDINANCE OF THE COMMON COUNCIL OF  
THE CITY OF MADISON, INDIANA ESTABLISHING  
THE FEMA GRANT FUND**

WHEREAS, the City of Madison Police Department was awarded a FEMA Port Security Grant No. EMW-2022-PU-00317-50 for the purpose of installing a Riverfront Camera System and explosives training for a Police K9 and,

WHEREAS, that a separate account should be established for the deposit of the monies received from the FEMA Port Security Grant and,

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Madison, Indiana as follows:

Section 1. An account is established for the deposit of monies received from the FEMA Port Security Grant No. EMW-2022-PU-00317-501 and any future FEMA grants.

Section 2. Said account shall be named the FEMA Grant Fund and all monies contained in said account shall be expended only for the limited and exclusive purpose of a Riverfront Camera System and explosives training for a Police K9 and the terms of other grants awarded by FEMA.

Section 3. Said account shall be non-reverting.

Section 4. If said account is terminated by a subsequent Ordinance enacted by the Common Council of the City of Madison, Indiana, the remaining balance of the terminated account shall revert to the general budget of the Common Council of the City of Madison, Indiana.

Section 5. This ordinance shall become immediately effective upon its adoption by the Common Council, signature by the Mayor, enrollment in the Book of Ordinances, and publication of notice as required by law.

Section 6. Any ordinance in conflict with this ordinance is hereby repealed.

The foregoing Ordinance was passed and adopted by the Common Council of the City of Madison, Indiana at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PRESENTED BY:

\_\_\_\_\_

Councilman

\_\_\_\_\_

Bob G. Courtney, Mayor

(SEAL)  
ATTEST:

\_\_\_\_\_

Kathleen M. Rampy, Clerk-Treasurer

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA AMENDING THE ZONING MAP OF THE CITY OF MADISON, INDIANA**

WHEREAS, there has been a recommendation made by the City of Madison Plan Commission to the Common Council of the City of Madison, Indiana to amend the zoning map of the City of Madison, Indiana.

WHEREAS, the Madison Plan Commission has voted to recommend to the Common Council of the City of Madison, Indiana that the zoning of the following described property be changed from General Business (GB) to Medium Density Residential (R-8):

<u>Address:</u>	<u>Parcel No.</u>
417 State St	39-08-27-442-004.000-007

WHEREAS, it is in the best interest of the City of Madison, Indiana and its citizens that the zoning map be amended; accordingly, and

WHEREAS, the Common Council of the City of Madison, Indiana concurs with the recommendations submitted to it by the Plan Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA, that: Section 1. The City of Madison zoning map be amended so that the zoning for the following described property be changed from General Business (GB) to Medium Density Residential (R-8):

<u>Address:</u>	<u>Parcel No.</u>
417 State St	39-08-27-442-004.000-007

Section 2. That this ordinance shall be in full force and effect from and after this date. The foregoing Ordinance was passed and adopted by the Common Council, City of Madison, Indiana at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

PRESENTED BY:

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Bob G. Courtney, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Kathleen Rampy, Clerk-Treasurer





# MADISON

*Indiana*  
Planning, Preservation and Design

101 W Main St  
Madison, IN 47250  
(812) 265-8324

## Application to Amend the Official Zoning Map (Rezoning)

Application Fee	\$ 100.00
Ad Fee (for Legal Notice)	\$ 15.00
<b>Total Due</b>	<b>\$ 115.00</b>

Purpose: Per the City of Madison Zoning Ordinance, whenever the public necessity, convenience, general welfare, or good zoning practices require, the City Council may by ordinance after receipt of recommendations thereon from the Plan Commission, and subject to procedures provided by law, amend, supplement, change, or repeal the regulations, restrictions, and boundaries or classification of property.

This application must be filed at least 15 days prior to scheduled meeting to be eligible for consideration at that meeting. Actual deadlines vary due to holidays, office business hours and operating schedule, media publishing deadlines, etc. Deadlines are published publicly and can also be provided by contacting the Planning Office.

### APPLICANT INFORMATION

Name: VALENTINA TULLIS  
Street: 417 W STATE ST  
City: MADISON State: IN Zip: 47250  
Phone (Preferred): 812-599-4950  
Phone (Alternate): \_\_\_\_\_  
Email: VALTULLIS54@GMAIL.COM

### OWNER INFORMATION (IF DIFFERENT\*)

Name: JOHN C & VALENTINA TULLIS  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (Preferred): \_\_\_\_\_  
Phone (Alternate): \_\_\_\_\_  
Email: \_\_\_\_\_

*\* If Applicant is not Owner, MUST submit documentation from owner authorizing applicant on their behalf.*

<b>PROPERTY FOR WHICH REZONING IS PROPOSED</b>	
Address and/or Legal Description of Property: <u>417 STATE ST</u>	
Parcel I.D. (can be obtained from the office): <u>39-08-27-442-004.000-007</u>	
Present Zoning Classification: <u>GB</u>	
Description of Proposed Use: <u>RESIDENCE</u>	
Approximate Cost of Work to be Done: _____	
Proposed Zoning Classification: <u>R-8</u>	
Description of the rezoning request: <u>HOME EXISTS AS NON-CONFORMING USE. WANT TO ADD COVERED PORCH FOR FRONT DOOR AND POTENTIALLY A GARAGE ON THE PROPERTY.</u>	

Submit property site plan detailing all requested setbacks. The site plan should also indicate structures, parking areas, adjoining streets and neighboring land uses.

Include any other documents/information which you feel will aid the Board in making its determination.

*Certified letters MUST be mailed to adjoining property owners (includes owners of real estate at corners, across streets, alleys or easements as well as others who may share a common boundary) at least ten (10) days prior to the meeting. The Planning Office can assist you in obtaining this information. Proof of the Certified Mail receipts and the corresponding returned green cards shall be given to the Planning Office at least one (1) working day prior to the scheduled meeting. The Board will not review the application unless these are received.*

I certify that the information provided in this application is true and accurate to the best of my ability and I understand and agree to the Certified mail stipulations.

08/25/2023  
Date

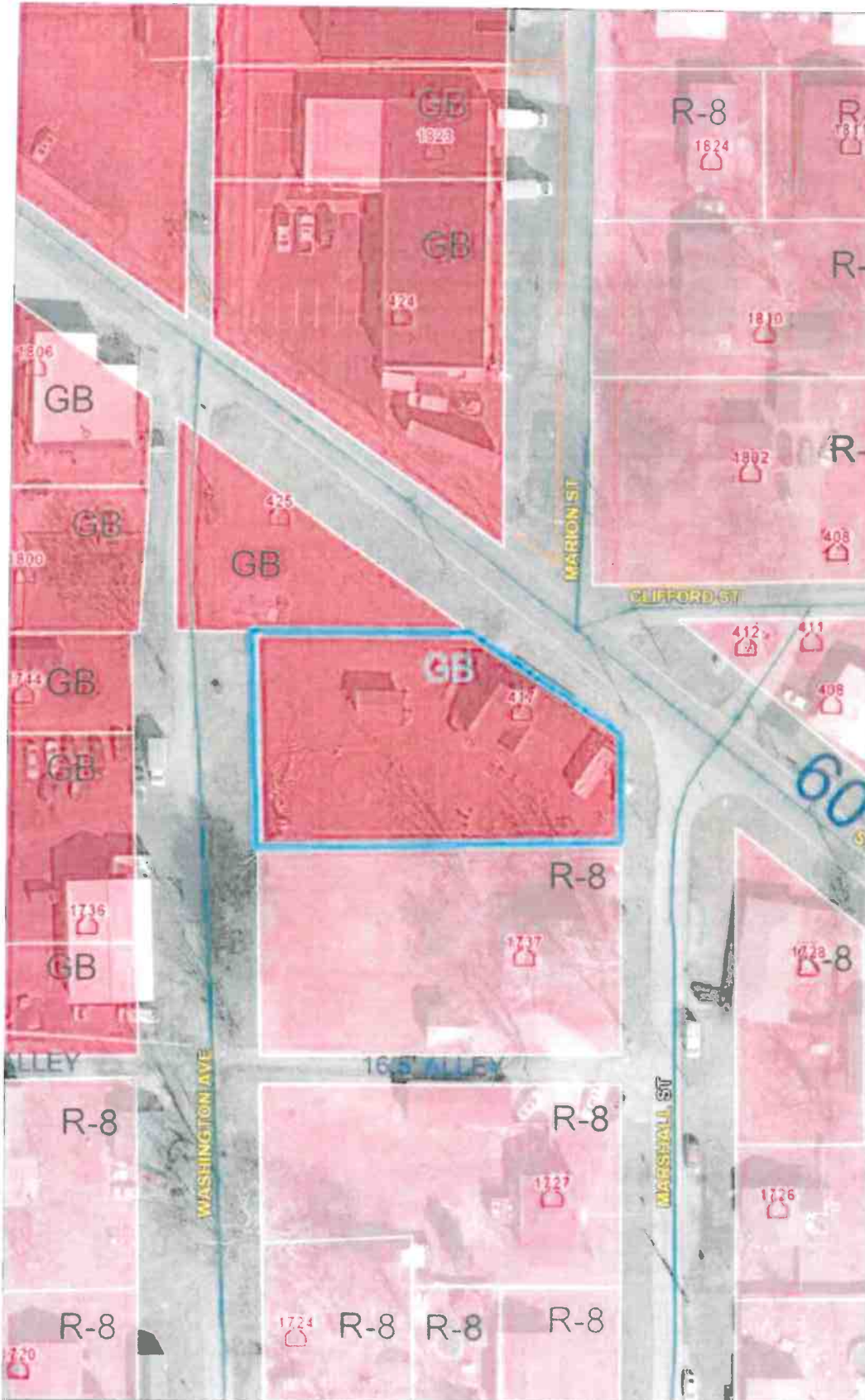
Valentina Tullis  
Signature of Applicant

<b>COMPLETED BY PLANNING OFFICE</b>	<b>Meeting Information: Plan Commission</b>
Application Accepted on: <u>8/25/2023</u>	101 W Main St, Madison, IN 47250 – Council Chambers
Application Accepted by: <u>JOE PATTERSON PIC</u>	Meeting Date: <u>OCTOBER 10, 2023</u> Time: 5:30PM

**Documentation Review** (Completed by Planning Office)

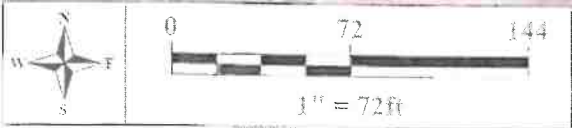
- N/A Owner Authorization provided (if req'd)
- Site plan is adequate
- Application is complete
- GIS Information to applicant and attached
- Certified Mail Receipts received (attach)
- Certified Mail Green Cards received (attach)

Staff Notes



- Madison Zoning**  
Zoning Code:
- GB
  - R-8
- Regional Counties  
County Boundary  
Townships  
Corporate Boundaries  
Water  
Parcels  
Drives, Alleys, etc.
- Addresses

- Regional Counties
- Regional Roads
- Regional Highways**
- Water
- Railroad
- Drives, Alleys, etc.
- Roads
- Highways



**417 State St**



# MADISON

*Indiana*

Planning, Preservation and Design

## PLAN COMMISSION MEETING STAFF NOTES

For: Tuesday, October 10, 2023

(As of September 27, 2023)

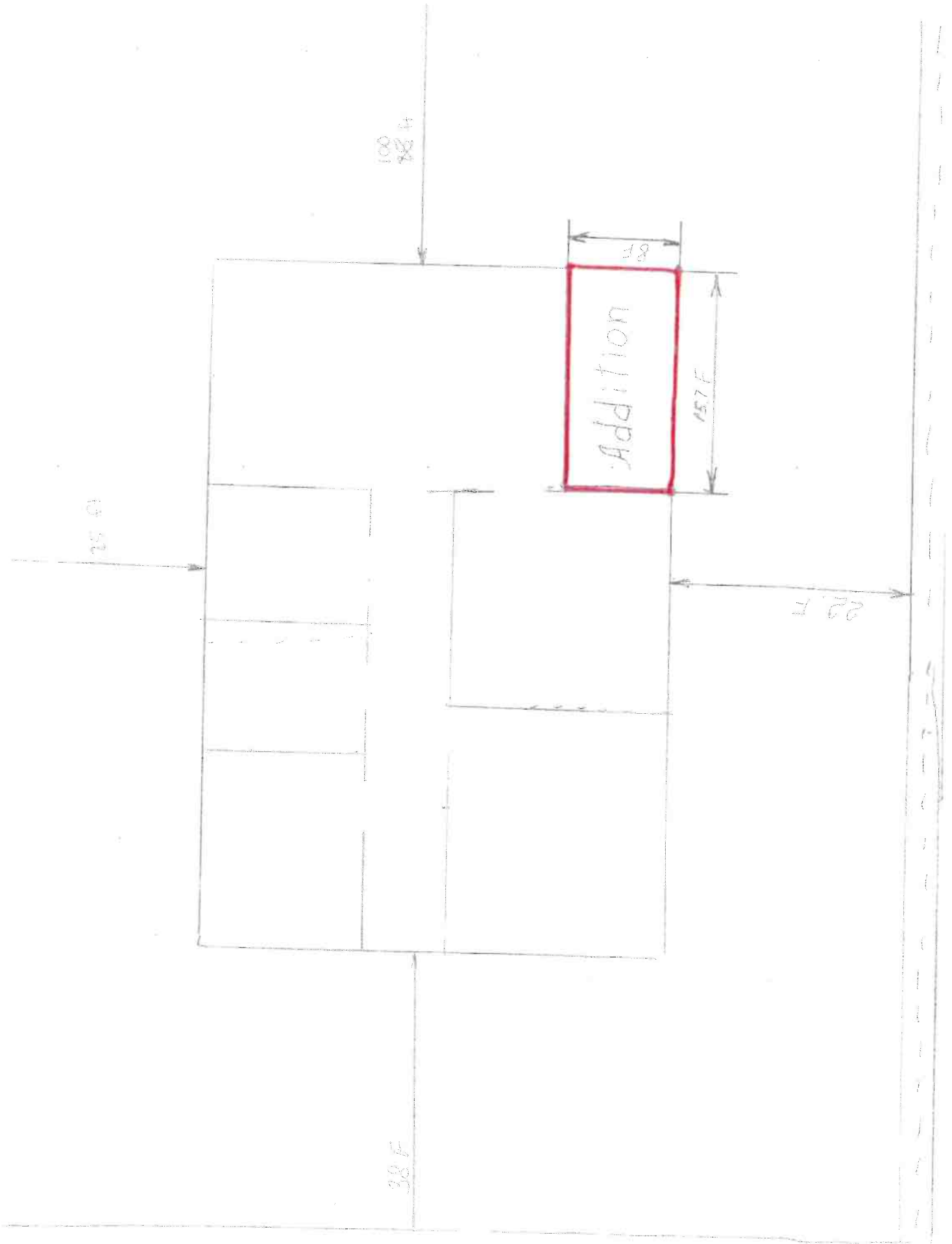
### New Applications:

- PCRZ-23-3: Valentina Tullis – Application to Amend the Official Zoning Map. Applicant is requesting to rezone parcel 39-08-27-442-004.000-007 from General Business (GB) to Medium Density Residential (R-8) to continue utilizing property as private residence.

Location: 417 State St

Zoned: General Business (GB)

- *Applicant desires to rezone from GB to R-8.*
- *Building has been utilized as private residence (non-conforming use) and applicant desires a small addition to the residence to protect the front door and framing from the elements which requires property to be brought to a conforming use through either rezoning or Variance of Use. Rezoning is likely more appropriate in this case.*
- *Other R-8 zoning exists on property directly adjacent to the south (1737 Marshall St) and across State St along Clifford St and east side of Marion St*
- *Applicant also owns property directly adjacent to the north (425 State St), however is unsure of plans for that parcel and does not want it included with rezoning at this time.*



**MEETING NOTIFICATION**  
**PROPOSED CHANGE OF ZONING MAP**

The Plan Commission of the City of Madison has forwarded to the Common Council of the City of Madison a favorable recommendation for the request that the City of Madison Zoning Map be modified so as to change the zoning of the following listed properties from the current zoning classification of General Business (GB) to Medium Density Residential (R-8).

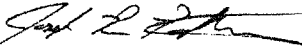
**Address**

**Parcel I.D.**

417 State St

39-08-27-442-004.000-007

You are hereby advised that a copy of said proposal is on file for examination before the hearing in the Plan Commission office, 101 W. Main Street, Madison, IN 47250. Written objections to the proposal that are filed with the secretary of the commission before the hearing will be considered. Oral comments concerning the proposal will be heard at the Wednesday, November 8, 2023 City Council meeting in City Hall, 101 W. Main Street, Madison, IN 47250. The hearing may be continued from time to time as may be found necessary.



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Joe Patterson, Associate Planner  
Madison City Plan Commission

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF MADISON, INDIANA  
ESTABLISHING THE BETHANY LEGACY FOUNDATION DONATION CONTROL FUND**

WHEREAS, The Bethany Legacy Foundation, a non-profit health foundation is dedicated to the health and wellness of Jefferson County residents; and

WHEREAS, The Bethany Legacy Foundation will be making restricted donations for various health related initiatives within the City of Madison; and

WHEREAS, the City of Madison wishes to establish a fund to deposit monies donated from the Bethany Legacy Foundation to City of Madison initiatives,

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Madison, Indiana as follows:

- (A) A control fund is established to deposit monies donated from the Bethany Legacy Foundation. The monies will come as restricted donations for a specified purpose through an agreement for each donation which will specify the accepted use of funds.
- (B) The fund shall be named the Bethany Legacy Foundation Donation Control Fund. All funds contained in the account shall be expended only for the exclusive purpose detailed in each restricted donation agreement. The Common Council of the City of Madison will review and agree to each donation agreement prior to accepting funds and no further appropriation is required.
- (C) The express and written approval of the Board of Public Works and Safety shall be obtained prior to the expenditure of funds from the account.
- (D) For each type of restricted donation, separate, individual accounts shall be monitored to reflect receipts, disbursements, and current balances.
- (E) The fund shall be non-reverting and exist perpetually unless terminated by a subsequent ordinance enacted by the Common Council.
- (F) If the fund is terminated by a subsequent ordinance enacted by the Common Council, the remaining balance of the terminated account shall revert to the general budget of the Common Council.

The foregoing Ordinance was passed and adopted by the Common Council, City of Madison, Indiana at a regular meeting held on the 21<sup>st</sup> day of November 2023.

PRESENTED BY:

\_\_\_\_\_  
Council President Pro-tempore

(SEAL)  
ATTEST:

\_\_\_\_\_  
Bob G. Courtney, Mayor

\_\_\_\_\_  
Kathleen "Katie" Rampy, Clerk-Treasurer

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## Bethany Legacy Foundation GRANT AGREEMENT

This Grant Agreement (the "Agreement") is entered into this 6th day of June 2023, (the "Effective Date"), by and between Bethany Legacy Foundation, Inc. (the "Foundation"), and **The City of Madison** (the "Grantee"), collectively referred to hereinafter as the "Parties."

### **Recitals**

**These grant funds will be used to complete the necessary construction needed to complete the renovation of the Crystal Beach Aquatic Park as well as designing and supporting programming to increase Crystal Beach access for low income, disadvantaged and senior residents in our region. The goal is to open the pool to the public in May 2024.**

The Foundation is an Indiana nonprofit corporation exempt from tax under Code Sections 501(a) and 501(c)(3) that has as its primary purpose supporting and promoting quality health care wellness within Jefferson County.

By execution of this Agreement, the Parties intend to memorialize their understanding regarding their respective commitments and obligations.

### **Terms and Conditions**

In consideration of the terms and conditions contained herein and intending to be legally bound, the Parties agree as follows:

1. Amount and Purpose of Grant. The Foundation agrees to award a total of **\$2,000,000** over a two-year period to the Crystal Beach Aquatic Park project. **\$1,750,000** will be awarded to the Grantee to be used exclusively for construction expenses and the Foundation is reserving **\$250,000** dedicated to supporting programming activities and access for low income, disadvantaged and seniors. The Grant may not be expended, borrowed, pledged, or transferred for reasons not associated with the purposes set forth herein. Receipts and disbursements from the Grant shall be maintained by the Grantee in accordance with generally accepted accounting procedures, and accounting records shall be maintained so that such transactions are easily and readily identifiable. The records that document use of the Grant shall be retained by the Grantee throughout the payment term of this Agreement and for at least five (5) years thereafter and shall be available for inspection by representatives of the Foundation during such period upon reasonable advance notice. The records may be maintained electronically.

2. Payment Terms. Except as otherwise provided in Paragraph 3, the Foundation agrees to pay the Grant via ACH in two installments. \$875,000 in 2023 and the remaining \$875,000 by Q1 2024. The \$250,000 dedicated to programming will be disbursed in the form of grants or payments to vendors/consultants or technology solutions.

3. Termination of Payment. The Foundation may withhold any undisbursed portion of the Grant in the event Grantee fails to comply with this Agreement. Prior to withholding a payment, the Foundation shall provide written notice to Grantee that shall describe in detail the

manner in which it has not complied with the Agreement, and the Grantee shall have thirty (30) days to cure the breach.

4. Obligation to Repay. The Grantee has the obligation to repay the Foundation any portion of the Grant that is expended for any purpose inconsistent with the terms and conditions of this Agreement or that cannot be used for the purposes set forth in Paragraph 1. of this Agreement.

5. Publicity. The Foundation will be given advance notice for any public announcement, promotional materials, or public acknowledgments regarding the Grant.

6. Representations and Warranties of the Grantee. The Grantee represents and warrants as follows:

a. The Grantee will recognize the Foundation on a dedication marker on site.

b. The Grantee is duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to conduct its business as now conducted.

c. The Grantee has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Grantee and constitutes the Grantee's valid and binding obligation, enforceable against the Grantee in accordance with its terms.

7. Indemnification. The Grantee agrees to indemnify, defend and hold harmless the Foundation from and against any loss, damage, cost, and/or expense (including reasonable attorneys' fees) with respect to any and all liabilities, claims, actions, or lawsuits that arise in whole or in part by the joint, several, or comparative negligence, breach of duty, or wrongful acts or omissions of the Grantee, or its employees, directors, officers, agents, or contractors ("Grantee Parties") resulting from (i) the Grantee Parties carrying out (or failing to carry out) their duties, obligations, or contemplated activities under the terms of this Agreement, (ii) the design, construction, or operation of Crystal Beach Aquatic Park or (iii) the conduct of any future activity at Crystal Beach Aquatic Park. The foregoing indemnification shall not be construed to eliminate or in any way reduce any other indemnification or right of the Foundation.

8. Reports. The Grantee shall submit a report in each year of the Grant term regarding the progress made in the Program and use of the Grant funds. At the end of the Grant term, that report shall also contain a statement regarding the impact of the Grant on the Program. The Foundation will provide more details on requested reporting.

9. Maintenance of Crystal Beach Aquatic Park: The Grantee shall maintain the interior and exterior of Crystal Beach and grounds to a standard of excellence consistent with that provided for other facilities.

10. Representations and Warranties of the Foundation. The Foundation represents and warrants as follows:

a. The Foundation is duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to conduct its business as now conducted.

b. The Foundation has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Foundation and constitutes the Foundation's valid and binding obligation, enforceable against the Foundation in accordance with its terms.

11. Miscellaneous. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and representatives. No other party shall have any rights hereunder or be considered a third-party beneficiary of this Agreement. This Agreement shall be governed by the laws of the State of Indiana. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no representations, promises, warranties, covenants, or undertakings other than those expressly set forth or provided for herein. This Agreement supersedes all previous oral or written understandings between the Parties on this subject matter. This Agreement may be modified only by a written document signed by the Parties to this Agreement. Any waiver of any provision of this Agreement shall not be construed to indicate any subsequent waiver of the same term or waiver of any other of its terms. This Agreement may be executed simultaneously in two or more counterparts, including faxes, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Notices. All notices required under this Agreement shall be in writing and sent to the following addresses. Each Party shall notify the other if notice addresses change under the terms of this paragraph.

To the Foundation: Bethany Legacy Foundation, Inc.  
PO Box 472  
(310 West Street)  
Madison, Indiana 47250

Attn: Dora Anim, President and CEO

To Grantee: The City of Madison, IN

Attn: Bob Courtney  
Tony Steinhart

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered on the date first written above.

BETHANY LEGACY FOUNDATION, INC.



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Dora Anim, President and CEO

THE CITY OF MADISON

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

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

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

## **Bethany Legacy Foundation GRANT AGREEMENT**

This Grant Agreement (the "Agreement") is entered into this 1st day of September 2023, (the "Effective Date"), by and between Bethany Legacy Foundation, Inc. (the "Foundation"), and **the City of Madison** (the "Grantee"), collectively referred to hereinafter as the "Parties."

### **Recitals**

**These grant funds will be used to support mandatory and voluntary sessions for mental health support for law enforcement officers and their family members for 3 years.**

The Foundation is an Indiana nonprofit corporation exempt from tax under Code Sections 501(a) and 501(c)(3) that has as its primary purpose supporting and promoting quality health care wellness within Jefferson County.

By execution of this Agreement, the Parties intend to memorialize their understanding regarding their respective commitments and obligations.

### **Terms and Conditions**

In consideration of the terms and conditions contained herein and intending to be legally bound, the Parties agree as follows:

1. **Amount and Purpose of Grant.** The Foundation agrees to grant **\$100,000 over 3 years to cover mandatory and voluntary sessions for officers. If the demand for voluntary and critical incident sessions is high in the first or second year, the Foundation will provide additional grant dollars to cover the additional years to get to year 3.** The Grant may not be expended, borrowed, pledged, or transferred for reasons not associated with the purposes set forth herein. Receipts and disbursements from the Grant shall be maintained by the Grantee in accordance with generally accepted accounting procedures, and accounting records shall be maintained so that such transactions are easily and readily identifiable. The records that document use of the Grant shall be retained by the Grantee throughout the payment term of this Agreement and for at least five (5) years thereafter and shall be available for review by representatives of the Foundation during such period upon reasonable advance notice. The records may be maintained electronically.
2. **Payment Terms.** Except as otherwise provided in Paragraph 3, the Foundation agrees to pay the Grant totaling \$100,000 via ACH in one installment in **2023**.
3. **Termination of Payment.** The Foundation may withhold any undisbursed portion of the Grant in the event Grantee fails to comply with this Agreement. Prior to withholding a payment, the Foundation shall provide written notice to Grantee that shall describe in detail the manner in which it has not complied with the Agreement, and the Grantee shall have thirty (30) days to cure the breach.
4. **Obligation to Repay.** The Grantee has the obligation to repay the Foundation any portion of the Grant that is expended for any purpose inconsistent with the terms and conditions of this Agreement or that cannot be used for the purposes set forth in Paragraph 1 of this Agreement.

5. Publicity. The Foundation will be given advance notice for any public announcement, promotional materials, or public acknowledgments regarding the Grant.

6. Reports. The Grantee shall submit a report in each year of the Grant term regarding the progress made in the Program and use of the Grant funds. At the end of the Grant term, that report shall also contain a statement regarding the impact of the Grant on the Program. The Foundation will provide more details on requested reporting.

7. Representations and Warranties of the Foundation. The Foundation represents and warrants as follows:

a. The Foundation is duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to conduct its business as now conducted.

b. The Foundation has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Foundation and constitutes the Foundation's valid and binding obligation, enforceable against the Foundation in accordance with its terms.

8. Notices. All notices required under this Agreement shall be in writing and sent to the following addresses. Each Party shall notify the other if notice addresses change under the terms of this paragraph.

To the Foundation: Bethany Legacy Foundation, Inc.  
PO Box 472  
(310 West Street)  
Madison, Indiana 47250  
Attn: Dora Anim, President and CEO

To Grantee: City of Madison Police Department  
Attn: Katie Rampy

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered on the date first written above.

BETHANY LEGACY FOUNDATION, INC.



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Dora Anim, President and CEO

CITY OF MADISON POLICE DEPARTMENT

By: Kathleen M. Ranspy  
Printed: Kathleen M. Ranspy  
Title: Clerk-Treasurer

## **Bethany Legacy Foundation GRANT AGREEMENT**

This Grant Agreement (the "Agreement") is entered into this **13th day of October 2023**, (the "Effective Date"), by and between Bethany Legacy Foundation, Inc. (the "Foundation"), and **City of Madison** (the "Grantee"), collectively referred to hereinafter as the "Parties."

### **Recitals**

**These grant funds will be used for capital planning efforts related to Brown Gym, Sunrise Golf Course and Warren R. Rucker Sports Complex**

The Foundation is an Indiana nonprofit corporation exempt from tax under Code Sections 501(a) and 501(c)(3) that has as its primary purpose supporting and promoting quality health care wellness within Jefferson County.

By execution of this Agreement, the Parties intend to memorialize their understanding regarding their respective commitments and obligations.

### **Terms and Conditions**

In consideration of the terms and conditions contained herein and intending to be legally bound, the Parties agree as follows:

1. **Amount and Purpose of Grant.** The Foundation agrees to provide a planning grant to the City of Madison to fund the following activities with the identified funding amounts: schematic design and cost estimating for Brown Gym (\$13,000), schematic design through construction documents for Sunrise Golf Course (\$108,250), and schematic design and drone work for Warren R Rucker Sports Complex (\$4,750). The grant total is **\$126,000**. The Grant may not be expended, borrowed, pledged, or transferred for reasons not associated with the purposes set forth herein. Receipts and disbursements from the Grant shall be maintained by the Grantee in accordance with generally accepted accounting procedures, and accounting records shall be maintained so that such transactions are easily and readily identifiable. The records that document use of the Grant shall be retained by the Grantee throughout the payment term of this Agreement and for at least five (5) years thereafter and shall be available for review by representatives of the Foundation during such period upon reasonable advance notice. The records may be maintained electronically.

2. **Payment Terms.** Except as otherwise provided in Paragraph 3, the Foundation agrees to pay the Grant via ACH in one installment of **\$126,000** in 2023.



The Foundation requests that the funds remain in a dedicated fund or account for activities focused on the three projects.

3. Termination of Payment. The Foundation may withhold any undisbursed portion of the Grant in the event Grantee fails to comply with this Agreement. Prior to withholding a payment, the Foundation shall provide written notice to Grantee that shall describe in detail the manner in which it has not complied with the Agreement, and the Grantee shall have thirty (30) days to cure the breach.

4. Obligation to Repay. The Grantee has the obligation to repay the Foundation any portion of the Grant that is expended for any purpose inconsistent with the terms and conditions of this Agreement or that cannot be used for the purposes set forth in Paragraph 1 of this Agreement.

5. Publicity. The Foundation will be given advance notice for any public announcement, promotional materials, or public acknowledgments regarding the Grant. The Foundation will also give the Grantee advance notice of any public announcement or promotional materials regarding the Grant.

6. Representations and Warranties of the Grantee. The Grantee represents and warrants as follows:

a. The Grantee is duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to conduct its business as now conducted.

b. The Grantee has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Grantee and constitutes the Grantee's valid and binding obligation, enforceable against the Grantee in accordance with its terms.

7. Contingency. The Grantee agrees to provide opportunities for community input on plans for Brown Gym, Sunrise Golf Course and Warren R. Rucker Sports Complex.

8. Reports. The Grantee shall submit a report in each year of the Grant term regarding the progress made in the Program and use of the Grant funds. At the end of the Grant term, that report shall also contain a statement regarding the impact of the Grant on the Program. The Foundation will provide more details on requested reporting.

9. Representations and Warranties of the Foundation. The Foundation represents and warrants as follows:

a. The Foundation is duly organized and validly existing under the laws of the State of Indiana and has all requisite power and authority to conduct its business as now conducted.

b. The Foundation has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Foundation and constitutes the Foundation's valid and binding obligation, enforceable against the Foundation in accordance with its terms.

10. Miscellaneous. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and representatives. No other party shall have any rights hereunder or be considered a third-party beneficiary of this Agreement. This Agreement shall be governed by the laws of the State of Indiana. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no representations, promises, warranties, covenants, or undertakings other than those expressly set forth or provided for herein. This Agreement supersedes all previous oral or written understandings between the Parties on this subject matter. This Agreement may be modified only by a written document signed by the Parties to this Agreement. Any waiver of any provision of this Agreement shall not be construed to indicate any subsequent waiver of the same term or waiver of any other of its terms. This Agreement may be executed simultaneously in two or more counterparts, including faxes, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Notices. All notices required under this Agreement shall be in writing and sent to the following addresses. Each Party shall notify the other if notice addresses change under the terms of this paragraph.

To the Foundation: Bethany Legacy Foundation, Inc.  
PO Box 472  
(310 West Street)  
Madison, Indiana 47250  
**Attn: Dora Anim, President and CEO**

To Grantee:

City of Madison  
**Attn: Scott Klein**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered on the date first written above.

BETHANY LEGACY FOUNDATION, INC.



\_\_\_\_\_  
Dora Anim, President and CEO

CITY OF MADISON

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

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

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