

TOWN OF SELLERSBURG
REGULAR TOWN COUNCIL MEETING
316 E. UTICA STREET SELLERSBURG, INDIANA 47172

November 10, 2025 at 6:00 p.m.

CALL TO ORDER AND ROLL CALL OF MEMBERS:

PRAYER:

PLEDGE OF ALLEGIANCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

APPROVAL OF MINUTES:

Approval of minutes as submitted by the Clerk-Treasurer.

APPROVAL OF ALLOWANCE CLAIMS:

COMMENTS FROM PUBLIC ON AGENDA ITEMS (time limit of 5 minutes per person):

ORDINANCES AND RESOLUTIONS:

1. ORDINANCE 2025 – OR – 023: An Ordinance Authorizing and Approving the Entry into an Interlocal Agreement for the Joint Purchase of Aerial Photography Services for GIS Mapping Purposes | Second Reading

UNFINISHED BUSINESS:

NEW BUSINESS:

GENERAL COMMENTS FROM THE PUBLIC (limited to 15 minutes total):

RECEIPT OF STAFF/PARTNER REPORTS:

Charlie Smith, Town Manager
Chief Russ Whelan or Assistant Chief Matt Adams
Engineering Status Updates
Jacob “Jake” Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the Order):

Randall Mobley, District 2
Terry Langford, District 4
Brad J. Amos, District 3
Scott McVoy, District 1
Matthew Czarnecki, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:

STATE OF INDIANA

BEFORE THE TOWN COUNCIL OF SELLERSBURG, INDIANA

ORDINANCE NO. 2025 – OR – 023

AN ORDINANCE AUTHORIZING AND APPROVING THE ENTRY INTO AN INTERLOCAL AGREEMENT FOR JOINT PURCHASE OF AERIAL PHOTOGRAPHY SERVICES FOR GIS MAPPING PURPOSES.

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

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

WHEREAS, pursuant to I.C. 36-1-7 *et seq.* the state of Indiana, political subdivisions and state agencies may enter into interlocal cooperation agreements for the joint exercise of powers; and,

WHEREAS, this Council has determined that the joint use and purchase of the aerial photography services for GIS mapping purposes will be of benefit to the citizens of Sellersburg, Indiana; and,

WHEREAS, this Council, desires to authorize the entry into an interlocal agreement for the joint purpose of aerial photography services for GIS mapping purposes.

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

1. This Council does hereby authorize and approve the entry into the interlocal agreement for the joint purpose of aerial photography services for GIS mapping purposes (*See Exhibit “A”*).
2. The Town Council President or Town Manager shall have the authority to execute the interlocal agreement attached hereto.

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

So Ordained this _____ day of _____, 20____.

“Aye”

“Nay”

Brad Amos
Council President

Brad Amos
Council President

Terry Langford
Council Vice President

Terry Langford
Council Vice President

Scott McVoy
Council 2nd Vice President

Scott McVoy
Council 2nd Vice President

Matthew Czarnecki
Council Member

Matthew Czarnecki
Council Member

Randall Mobley
Council Member

Randall Mobley
Council Member

Attested by: Michelle Miller
Sellersburg Clerk-Treasurer

FIRST READING

DATE: _____

MOTION: _____ SECOND: _____

VOTE: _____ AYE _____ NAY _____ ABSTAIN

SECOND READING

DATE: _____

MOTION: _____ SECOND: _____

VOTE: _____ AYE _____ NAY _____ ABSTAIN

**INTERLOCAL AGREEMENT FOR THE JOINT PURCHASE OF AERIAL
PHOTOGRAPHY SERVICES FOR GIS MAPPING PURPOSES**

THIS AGREEMENT is entered into by and between the Board of Commissioners of Clark County, Indiana; The City of Jeffersonville, Indiana; The Town of Clarksville, Indiana; The Town of Sellersburg, Indiana; The City of Charlestown, Indiana; The Clark County Plan Commission; The Clark County Auditor; The Clark County Assessor; and Clark County 911.

WITNESSETH:

WHEREAS, Ind. Code 36-1-7 *et seq.* allows political subdivisions in the state of Indiana to enter into Interlocal Agreements; and,

WHEREAS, it is the desire and intent of the Parties to this Agreement to jointly share in the cost of purchasing aerial orthophotography and oblique imagery to be used for GIS (Geographic Information System) mapping purposes, which said GIS mapping is shared with and used by the Parties to this Agreement; and,

WHEREAS, in accordance with Ind. Code 36-1-7-12, whenever a contract provides for the purchase, sale, or exchange of services, supplies or equipment between or among Indiana governmental entities only, no notice by publication or posting is required; and,

WHEREAS, whenever a contract provides for one Indiana governmental entity to make a purchase for another, compliance by the one with the applicable statutes governing public bids constitutes compliance by the other; and,

WHEREAS, a governmental entity may make a purchase from any other governmental entity or under another governmental entity's referenced written contract if there is compliance with state purchasing law by the original purchasing unit; and,

WHEREAS, by entering into this Agreement, the Parties affirm that they are in compliance with all applicable public purchase requirements and that they have the legal authority to enter into this Agreement; and,

IT IS, THEREFORE, AGREED by the Parties as follows:

1. **DURATION:** This Agreement shall remain in full force and effect from the time it is executed by all Parties until December 31, 2031, unless terminated earlier by written agreement of all Parties.
2. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to jointly share in the cost of purchasing aerial orthophotography and oblique imagery from EagleView, which said photography and imagery shall be used for GIS (Geographic Information System) mapping purposes, which said GIS mapping is shared with and used by the Parties to this Agreement.

3. MANNER OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AND OF ESTABLISHING AND MAINTAINING A BUDGET THEREOF:

a. Manner of Financing:

EagleView will begin aerial photography and imagery in 2026 and will complete those services in 2027. The cost for the photography and imagery to be purchased from EagleView is \$176,000.00, which said cost shall be paid in two equal installments of \$88,000.00 per installment, with the first installment to be paid in 2026 and the second installment to be paid in 2027.

Each installment of \$88,000.00 shall be jointly paid as follows:

GIS Clark County Subscription Fund	\$25,000.00
City of Jeffersonville	\$7,857.14
Town of Clarksville	\$7,857.14
Town of Sellersburg	\$4,000.00
City of Charlestown	\$4,000.00
Clark County Plan Commission Non-reverting Fund	\$7,857.14
Clark County Auditor	\$7,857.14
Clark County Assessor	\$7,857.14
Clark County Commissioners	\$7,857.14
Clark County 911	\$7,857.14

If any of the listed entities is unable to pay its full share as listed above, the other entities shall make up the difference of the cost owed in an amount not to exceed \$10,000.00 per listed entity, except that the not to exceed amount for The Town of Sellersburg and City of Charlestown is \$5,000.00.

The amounts set forth above shall be placed in the budgets of the various entities and offices for approval by their fiscal bodies during the appropriate budget year. All funding commitments shall be subject to the approval of the various fiscal bodies for each entity and office. No work will be authorized or started until the budgets are certified by the Indiana Department of Local Governmental Finance.

EagleView has provided contractual photography and imagery services for 2028 and 2030 with the same price, terms and conditions as the services that will be provided for 2026. The Parties agree to fund the total cost for those services in the same amounts and same manner set forth above, unless the Parties agree otherwise in writing.

b. Staffing and Supplying Joint Undertaking:

The Clark County Board of Commissioners, in conjunction with the Clark County GIS Committee, will supply any needed staff to administer this Agreement.

c. Maintenance of Budget:

The Clark County Auditor, as the fiscal officer for Clark County, shall maintain all budget and financial records related to the purchase of the said photography and imagery services from EagleView.

- 4. METHODS THAT MAY BE EMPLOYED IN ACCOMPLISHING THE PARTIAL OR COMPLETE TERMINATION OF THIS AGREEMENT:** This Agreement shall terminate upon the fulfillment of all terms and conditions outlined herein, or shall terminate no later than December 31, 2031, unless otherwise terminated by written Agreement of all Parties.
- 5. ADMINISTRATION:** This Agreement shall be administered by the Clark County Board of Commissioners, in conjunction with the Clark County GIS Committee. The Commissioner and the Committee shall be authorized to perform all duties and carry out all functions as are necessary to effectuate the purpose of this Agreement.
- 6. PAYMENT SCHEDULE:** Each Party shall pay their respective share of the total cost for the said services directly to EagleView per the due date and per the terms of the payment invoice that will be submitted from EagleView.
- 7. APPROVALS:** This Agreement becomes in full force and effect upon approval by all Parties as indicated by their signatures on this Agreement.
- 8. EXTENSION:** This Agreement shall not be extended without written approval of the Parties.
- 9. UPON APPROVAL OF THIS AGREEMENT,** the Parties authorize their respective representatives to execute all documents necessary to implement this Agreement.

IN WITNESS WHEREOF, the Parties have affixed their signatures hereto on the dates shown below indicating their respective approvals of this Interlocal Agreement, which said Agreement will be for the benefit of the citizens of Clark County, Indiana.

BOARD OF COMMISSIONERS OF CLARK COUNTY, INDIANA



President

Attested by:



Clark County Auditor

CLARK COUNTY COUNCIL

President

Attested by:

Clark County Auditor

CITY OF JEFFERSONVILLE

Mayor

Attested By:

City Clerk

JEFFERSONVILLE CITY COUNCIL

President, City Council

Attested By:

City Clerk

TOWN OF CLARKSVILLE

President, Town Board

Attested By:

Clerk-Treasurer

TOWN OF SELLERSBURG

President, Town Board

Attested By:

Clerk-Treasurer

CITY OF CHARLESTOWN

Mayor

Attested By:

Clerk-Treasurer

CHARLESTWON CITY COUNCIL

President

Attested By:

Clerk-Treasurer

CLARK COUNTY PLAN COMMISSION

President, Plan Commission

CLARK COUNTY AUDITOR

Danny Yost

CLARK COUNTY ASSESSOR

Butch Love

CLARK COUNTY 911

Director of 911