

**BOARD OF COMMISSIONERS RESOLUTION NO: 2023-BC-R62**

**COUNTY COUNCIL RESOLUTION NO: 2023-10**

**A JOINT RESOLUTION OF THE MADISON COUNTY BOARD  
OF COMMISSIONERS AND MADISON COUNTY COUNCIL APPROVING  
THE SHERIFF'S SALARY CONTRACT**

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**WHEREAS**, Indiana Code ("I.C.") 6-8.1-8-3(c)(3) provides that a Sheriff is entitled to keep a collection fee equal to ten percent (10%) of monies collected through certain tax warrant levy proceedings; and

**WHEREAS**, Madison County ("County") pursuant to I.C. 36-2-13-2.8(c)(5), must pay Sheriff a minimum salary equal to ninety percent (90%) of the annual minimum salary that is paid by the state to a full-time prosecuting attorney in the County; and

**WHEREAS**, the Madison County Council ("Council") and the Madison County Board of Commissioners ("Commissioners"), in consideration of Sheriff's assignment of such monies that he would be entitled to keep as his fee on the levy of tax warrants to the Madison County General Fund, are willing, pursuant to I.C., 36-2-13-2.5, to approve a fixed amount of compensation to be paid to Sheriff in place of such fee compensation; and

**WHEREAS**, the parties have agreed to such a contract in the form attached hereto, marked "Exhibit A" and made a part of this Resolution; and

**WHEREAS**, the year 2023 is the first year in office for the Madison County Sheriff and pursuant to I.C. 36-2-5-13(b) the compensation of the Sheriff should be changed as per the Contract.

**NOW THEREFORE BE IT RESOLVED** by the Madison County Council and the Madison County Board of Commissioners that the Sheriff's Salary Contract for the Sheriff of Madison County, Indiana, establishing a fixed amount of compensation for the calendar year 2023 (a copy of which is attached hereto and marked "Exhibit A" and made a part of this Resolution) is hereby **APPROVED** and made effective the 1<sup>st</sup> day of January, 2023.

[Signature Page Follows]

SO RESOLVED THIS 10<sup>TH</sup> DAY of January, 2023

**Madison County Council**

*Rob Steele*  
Ben Gale, President  
*Bethany Keller*  
Member  
*Diana Likens*  
Member  
*Jodi K. Norrick*  
Member  
*Ben I*  
Member  
*Michael [unclear]*  
Member  
\_\_\_\_\_  
Member

ATTEST:

*[Signature]*  
Rick Gardner, Auditor

**Madison County Board of Commissioners**

*[Signature]*  
John Richwine, President  
*Darlene Likens*  
Darlene Likens  
*Olivia Pratt*  
Olivia Pratt

ATTEST:

*[Signature]*  
Rick Gardner, Auditor

## MADISON COUNTY SHERIFF'S SALARY CONTRACT

THIS CONTRACT ("Contract") entered into this 10<sup>th</sup> day of January, 2023, by and between John Beeman, Sheriff of Madison County, Indiana ("Sheriff") and Madison County, Indiana ("County") by its duly elected county council ("Council") and by its duly elected Board of Commissioners ("Commissioners").

WITNESSETH:

WHEREAS, Indiana Code ("I.C.") 6-8.1-8-3(c)(3) provides that a Sheriff is entitled to keep a collection fee equal to ten percent (10%) of monies collected through certain tax warrant levy proceedings; and

WHEREAS, County, pursuant to I.C. Section 36-2-13-2.8(c)(5), must pay Sheriff a minimum salary equal to ninety percent (90%) of the annual minimum salary that is paid by the State to a full-time prosecuting attorney in the County; and

WHEREAS, Council and Commissioners, in consideration of Sheriff's assignment of such monies to the Madison County General Fund, are willing, pursuant to I.C. 36-2-13-2.5, to approve a fixed amount of compensation to be paid Sheriff in place of such fee compensation.

WHEREAS, the Sheriff of Madison County was elected in 2022 and the year 2023 is his first year in office.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained as set forth above, the parties agree as follows:

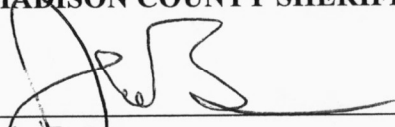
1. Sheriff shall assign to and deposit into the Madison County General Fund to be used for any general fund purpose any and all fees he would otherwise be entitled to retain as tax warrant collection fees pursuant to I.C. 6-8.1-8-3(c)(3).
2. Sheriff shall pay for feeding prisoners from meal allowances received under I.C. 36-8-10-7. Neither Sheriff nor Sheriff's officers, deputies, or employees may make a profit from county appropriations made to fund said meal allowances. After the expenses of feeding prisoners are paid, Sheriff shall deposit any unspent meal allowance monies into the Madison County General Fund to be used for any general fund purpose.
3. Pursuant to I.C. 36-2-13-2.5, and in consideration of the foregoing assignment and Sheriff's future deposits of monies into the Madison County General Fund, Council and Commissioners hereby agree to pay the fixed amount of One Hundred Forty-Eight Thousand, Seven Hundred Forty-Eight and 40/100 Dollars (\$148,748.40) as Sheriff's compensation for the term of this contract which sum shall be paid from the Madison

County General Fund in the same manner that salaries of other County officials are paid. The compensation of the Sheriff shall increase in the event that the compensation paid to the Prosecuting Attorney for Madison County increases as per the statute.

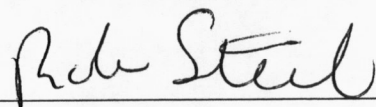
4. The Sheriff shall file an accounting of the expenditures for feeding prisoners with the County Auditor on the first Monday of January and the first Monday of July of each year.
5. The term of this agreement shall be for the term of office of the Sheriff beginning January 1, 2023 and ending December 31, 2026. The termination date off this Contract does not extend beyond the current term of the Sheriff.

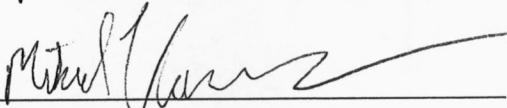
IN WITNESS WHEREOF, the parties hereunto set their hands to this agreement to be deemed effective as of the 1<sup>st</sup> day of January, 2023 (the "Effective Date"), although the dates of actual execution of this agreement by the parties shall have preceded said Effective Date.

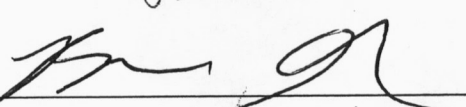
**MADISON COUNTY SHERIFF**

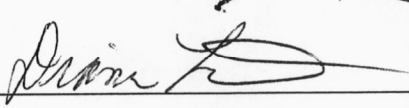
  
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John Beeman

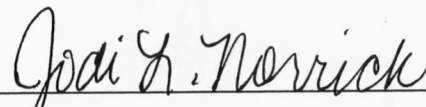
**MADISON COUNTY COUNCIL**

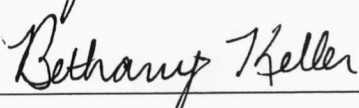
  
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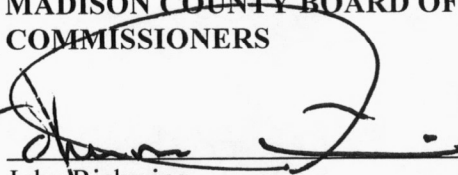
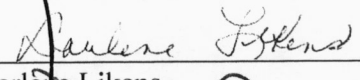
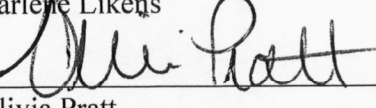
  
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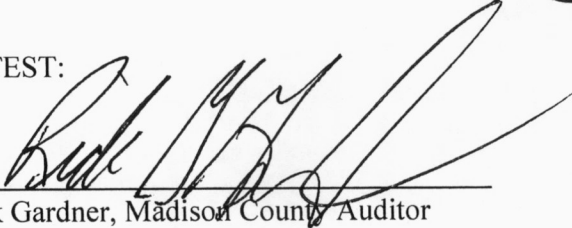
ATTEST:

  
\_\_\_\_\_  
Rick Gardner, Madison County Auditor

**MADISON COUNTY BOARD OF  
COMMISSIONERS**

  
\_\_\_\_\_  
John Richwine  
\_\_\_\_\_  
Darlene Likens  
\_\_\_\_\_  
Olivia Pratt

ATTEST:

  
\_\_\_\_\_  
Rick Gardner, Madison County Auditor