

Town of Sellersburg
Town Council Meeting Minutes
(These minutes are not intended to be verbatim)

DATE: AUGUST 28, 2017

CALLED TO ORDER:

President Paul J. Rhodes called the meeting to order at 6:00 p.m. at the Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, Indiana.

ROLL CALL:

Vice President Brad J. Amos, 2nd Vice President Martina P. Webster, Council Member James H. LaMaster, Council Member William J. Conlin, Town Council Attorney Jacob C. Elder and Clerk Treasurer Michelle D. Miller.

President Paul J. Rhodes was absent.

PRAYER: Martina P. Webster

PLEDGE OF ALLEGIANCE: By all present

MOTION TO AMEND THE AGENDA:

Motion to amend the agenda to add the meeting minutes from July 24, 2017 Executive Session and August 3, 2017 Special Meeting and Resolution 2017-R-003.

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

MOTION TO ADOPT THE AGENDA AS AMENDED:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

Motion to approve the minutes of the July 24, 2017 Town Council Meeting, July 24, 2017 Executive Session and August 3, 2017 Special Meeting.

Motion: Martina P. Webster Second: Brad J. Amos Vote: 4-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE DOCKET:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

COMMENTS FROM PUBLIC ON AGENDA ITEMS:

Dot Lynn: advises she will speak about the speed hump when it is brought up later in the meeting.

Debbie Owens: asks about the status of the Community Crossings Grant. Vice-President Brad J. Amos advises that it has been extended until August 30th due to so many applications being submitted.

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ORDINANCES AND RESOLUTIONS:

Ordinance 2017-OR-022 An Ordinance Amending the Salary Ordinance for the Town of Sellersburg, Indiana for Calendar Year 2017:

Motion to table: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0, motion approved.

Ordinance 2017-OR-023 An Ordinance for the Transfer of Funds:

First Reading: Motion: Martina P. Webster Second: William J. Conlin Vote: 4-aye, 0-nay, motion approved.

Second Reading: Motion: Martina P. Webster Second: William J. Conlin Vote: 4-aye, 0-nay, motion approved.

Resolution 2017-R-003 A Resolution Memorializing Censure of Councilman Bill Conlin:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 1-nay by William H. Conlin, motion approved.

NEW BUSINESS:

Sterling Oaks Block Party:

James Williams, 1603 Sterling Oaks Drive and Don Haas, 1612 Sterling Oaks Drive requesting permission to have the Sterling Oaks Block Party on September 23rd. Motion made to continue the annual block party without coming before the Council each year and to just give the Chief of Police notice prior to the block party.

Motion: Martina P. Webster Second: William J. Conlin Vote: 4-aye, 0-nay, motion approved.

Water/Sewer Summer Program:

Dale Cooke, 1705 St. Joe Rd. West in reference to the Water/Sewer Summer Program.

W. Utica Street Culvert:

Josh Hillman with Jacobi, Toombs and Lanz requests permission to put out for bid the W. Utica Street culvert that is caving in. Clerk Treasurer Michelle D. Miller advises that the Council has already voted and has given permission for this to go out for bid during the July 24th Council meeting. Mr. Hillman advises he will start the bid process within the next thirty days.

Sidewalk Easements:

Josh Hillman with Jacobi, Toombs and Lanz presents a sidewalk easement from the City of Jeffersonville. Motion made to approve the Sidewalk Easement:

Motion: William J. Conlin Second: Martina P. Webster Vote: 4-aye, 0-nay, motion approved.

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NEW BUSINESS (continued):

UPS Contact:

Assistant Public Works Director Lori Kearney presents Carrier Agreement for UPS:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

Quotes for Phosphorous Removal Building:

Assistant Public Works Director Lori Kearney presents the following two quotes:

Classic Buildings, Inc.: \$24,890.00 and Ettel Construction \$24,600.00

Motion by Brad J. Amos to award the job to Classic Buildings for \$24,890.00, Martina Webster makes a motion to amend the motion, seconded by William H. Conlin, to specify it is because they laid out the material specifications on their bid.

Motion: Brad J. Amos Second: William H. Conlin Vote: 2-aye's by Brad J. Amos and William H. Conlin, 2-nay's by Martina P. Webster and James H. LaMaster, Clerk Treasurer Michelle D. Miller votes nay, motion not approved.

Motion by Martina P. Webster to accept the bid from Ettel Construction in the amount of \$24,600.00.

Motion: Martina P. Webster Second: James H. LaMaster Vote: 2-aye's by Martina P. Webster and James H. LaMaster and 2-nay's by Brad J. Amos and William H. Conlin, Clerk Treasurer Michelle D. Miller votes aye, motion approved.

Billing Office Write-Offs:

Assistant Public Works Director Lori Kearney presents Utility Billing Office write offs for 2013, 2014 and 2015 in the amount of \$18,254.30 for Council approval.

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

Speed Bump/Hump Ordinance Language:

Town Attorney Jacob C. Elder presents a draft Ordinance, establishing a process for creating speed humps/bumps in neighborhoods, for discussion.

Motion to request bids for speed humps at Paul's Place:

Motion: Brad J. Amos Second: William H. Conlin Vote: 3-aye, 1-abstain by Martina P. Webster, motion approved.

Tax Sale Parcel adjoining Water Fields 021-52-0611:

Town Attorney Jacob C. Elder advises the Council that Clark County Treasurer David Reinhardt has advised that this parcel is up for tax sale every year and that the Town may be able to just have the parcel deeded over to them at no cost. Motion made to proceed with having the parcel deeded over to the Town.

Motion: Brad J. Amos Second: William J. Conlin Vote: 4-aye, 0-nay, motion approved.

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GENERAL COMMENTS FROM THE PUBLIC:

Jason Rader, 4114 Silver Glade requesting an update on Butler Road. Town Attorney Jacob C. Elder advises that gravel has been put on the road and that the road is available for emergency use.

Don Compton comments on how the chairs are set up in the meeting room. He states that there needs to be an aisle down the middle like there use to be.

STAFF REPORTS:

Building Commissioner Greg Dietz: Gives his monthly report

Town Attorney Jacob C. Elder:

Presents settlement agreement that was presented during Executive Session:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 4-aye, 0-nay, motion approved.

Assistant Public Works Director Lori Kearney:

Requests permission to distribute overtime and on call as she deems necessary:

Motion: Martina P. Webster Second: Brad J. Amos Vote: 3-aye, 1-abstain by William H. Conlin, motion approved.

COMMENTS FROM TOWN COUNCIL:

Member William J. Conlin: Congratulates Silver Creek Football on beating Charlestown and recommends the Council have Mr. Thacker give the Council a workshop on Roberts Rules of Order.

2nd Vice President Martina P. Webster: Advises that the new HR Firm is working on the employee handbook. Advises that the budget workshop will be August 30th and the budget pre-adoption will be September 18th at 5:00 p.m. and the adoption will be October 2nd at 5:00 p.m.

2nd Vice President Martina P. Webster makes a motion to get bids on a head hunter for the Public Works Director position.

Motion: Martina P. Webster Second: Brad J. Amos Vote: 3-aye, 1-nay by William H. Conlin.

ADJOURN:

Motion: Martina P. Webster Second: James H. LaMaster Vote: 5-aye, 0-nay, motion approved and meeting adjourned at 7:20 p.m.

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Paul J. Rhodes, President

James H. LaMaster, Council Member

Brad J. Amos, Vice President

William J. Conlin, Council Member

Martina P. Webster, 2nd Vice President

Attest: Michelle D. Miller, Clerk Treasurer

Attachment(s):

Meeting Agenda

City of Jeffersonville Sidewalk Easement

UPS Carrier Agreement

Quotes for Phosphorous Removal Building

Billing Office Write-Offs

Settlement agreement Flowe v. Sellersburg Police Department

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

Agenda for
August 28, 2017 at 6:00 p.m.

CALL TO ORDER AND ROLL CALL OF MEMBERS:

PRAYER:

PLEDGE OF ALLEGIENCE: All Present.

MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:

APPROVAL OF MINUTES:

Approval of minutes of the July 24, 2017 Regular Town Council Meeting as submitted by the Clerk-Treasurer.

APPROVAL OF ALLOWANCE CLAIMS:

APPROVAL OF ALLOWANCE DOCKET:

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

ORDINANCES AND RESOLUTIONS:

1. Ordinance 2017-OR-022 (Second Reading) – Amendment to the 2017 Salary Ordinance
2. Ordinance 2017-OR-023 – Transfer of Funds

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Sterling Oaks Block Party (Sterling Oaks Residents, Don Haas and James Williams)
2. Water/Sewer Summer Program (Dale Cooke)
3. W. Utica Street Culvert (Jacobi, Toombs, & Lanz)
4. Sidewalk Easements (Jacobi, Toombs, & Lanz)
5. UPS Contract (Assistant Public Works Director, Lori Kearney)
6. Quotes for Phosphorous Removal Building (Assistant Public Works Director, Lori Kearney)
7. Billing Office Write-Offs (Assistant Public Works Director, Lori Kearney)
8. Speed Bump/Hump Ordinance Language (Town Attorney, Jacob “Jake” Elder)
9. Tax Sale Parcel adjoining Water Fields 021-52-0611 (Town Attorney, Jacob “Jake” Elder)

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

RECEIPT OF STAFF REPORTS:

Lori Kearney, Assistant Public Works Director
J. Greg Dietz, Building Commission
William R. Whelan, Chief of Police
Jacob "Jake" Elder, Town Attorney

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

James H. LaMaster, District 2
William Conlin, District 4
Brad J. Amos, District 3
Martina Webster, District 1
Paul J. Rhodes, At-Large
Michelle Miller, Clerk-Treasurer

ADJOURN:

SIDEWALK EASEMENT

THIS INDENTURE WITNESSETH that THE TOWN OF SELLERSBURG, hereinafter referred to as "GRANTOR(S)", do hereby grant, transfer, convey and warrant to The City of Jeffersonville, Indiana, hereinafter referred to as "GRANTEE", a permanent and perpetual easement with the rights, privilege and authority to enter upon, dig, construct, install, erect, reconstruct, renew and lay, and thereafter to use, operate, maintain, inspect, repair, remove, patrol, replace and continue sidewalks across and through the land of the GRANTOR(S) situated in Clark County, State of Indiana, together with the right of ingress and egress over the adjacent lands of the GRANTOR(S), and the GRANTOR(S) successors and assigns, for the purposes of this easement.

The easement shall be over and along the following described real estate, to-wit:

The description and plat of said easement are attached hereto, made a part hereof, and marked Exhibit "A" and Exhibit "B" respectively for identification.

The GRANTEE, and its successors and assigns, shall have the right to enter along, over and upon said easement to install, construct, repair, relocate, service and maintain all such sidewalks, at will, and to make such alterations and improvements on the facilities thereof as may be necessary or useful. The GRANTEE, and their successors and assigns, shall have the right to remove from the extent of the easement any encroaching trees, buildings or other obstructions to the free and unobstructed easement, and to build and maintain all necessary devices incident to such sidewalks, and shall have the right of ingress and egress only over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods, and shall not otherwise enter upon lands adjoining said easements.

The consideration herein above recited shall constitute payment in full for any damages to the land of the GRANTOR(S), and the GRANTOR(S) successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR(S), and the GRANTOR(S) successors and assigns. The temporary easement, if referred to herein, shall revert to the GRANTOR(S) at the completion of the construction.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR(S) have executed this instrument this ____ day of _____, 2017.

Signature:

Name

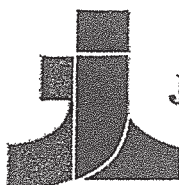
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named GRANTOR(S) and acknowledge the execution of the foregoing Sidewalk Easement for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this ____ day of _____, 2017.

Notary Public

THIS INSTRUMENT PREPARED BY:
Les Merkley, City Attorney
City of Jeffersonville
500 Quartermaster Court
Jeffersonville, Indiana 47130

My Commission Expires: _____
County of Residence: _____



Jacobi, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors

EXHIBIT "A"

PARCEL 2

**DESCRIPTION OF A
VARIABLE WIDTH SIDEWALK EASEMENT
ACROSS THE LANDS OF
THE TOWN OF SELLERSBURG**

A Variable Width Sidewalk Easement located in Survey Nos. 4 & 5 of the Illinois Grant, City of Jeffersonville, Clark County, Indiana, being a part of the lands conveyed to The Town of Sellersburg by Deed Book 260, Page 450, Deed Drawer 2, Instrument 498 and Deed Drawer 25, Instrument 1521 and being more particularly described as follows:

Commencing at the intersection of the centerline of Utica Pike and the line dividing Survey Nos. 4 and 5; thence along said dividing line, South 35°52'22" East, 3.63 feet, to the True Point of Beginning;

Thence North 48°22'43" East, 30.15 feet to the westerly line of a tract of land conveyed to Indiana American Water Company, Inc by Deed Drawer 30, Instrument 492; thence along said westerly line, South 35°52'22" East, 31.83 feet; thence South 48°40'26" West, 186.44 feet; thence South 44°46'16" West, 37.70 feet; thence 11.09 feet along the arc of a curve to the left having a radius of 42.50 feet and a chord which bears South 37°17'33" West, 11.06 feet; thence South 29°48'51" West, 36.35 feet; thence 12.98 feet along the arc of a curve to the right having a radius of 57.50 feet and a chord which bears South 36°16'50" West, 12.95 feet to the easterly line of a tract of land conveyed to T&J Rentals by Deed Drawer 25, Instrument 1522; thence along said easterly line, North 35°52'19" West, 15.41 feet; thence 6.55 feet along the arc of a curve to the left having a radius of 42.50 feet and a chord which bears North 34°13'44" East, 6.54 feet; thence North 29°48'51" East, 38.07 feet; thence North 41°19'34" West, 10.00 feet; thence North 48°40'26" East, 209.89 feet to the dividing line Survey Nos. 4 & 5; thence along said dividing line, North 35°52'22" West, 11.59 feet to the True Point of Beginning. Containing 5,913 square feet.

Also, a Variable Width Temporary Construction Easement (3,424 square feet) as shown on Exhibit "B", which shall revert back to the owner upon completion of the construction.

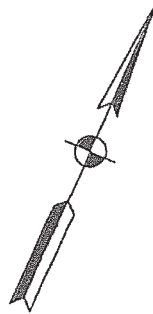
Corporate
1829 E. Spring Street, Suite 201
New Albany, IN 47150
812-945-9585
812-945-6656 Fax

Kentucky
1400 South 1st Street
Louisville, KY 40208
502-583-5994
502-583-7321 Fax

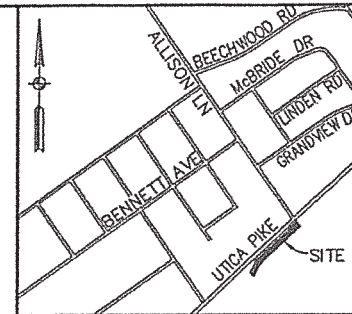
Central Indiana
1060 N. Capital Ave, Ste E360
Indianapolis, IN 46204
317-829-3474
317-829-3473 Fax

Southern Indiana
124 Bell Ave
Clarksville, IN 47129
812-288-6646
812-945-9585 Fax

www.jtleng.com

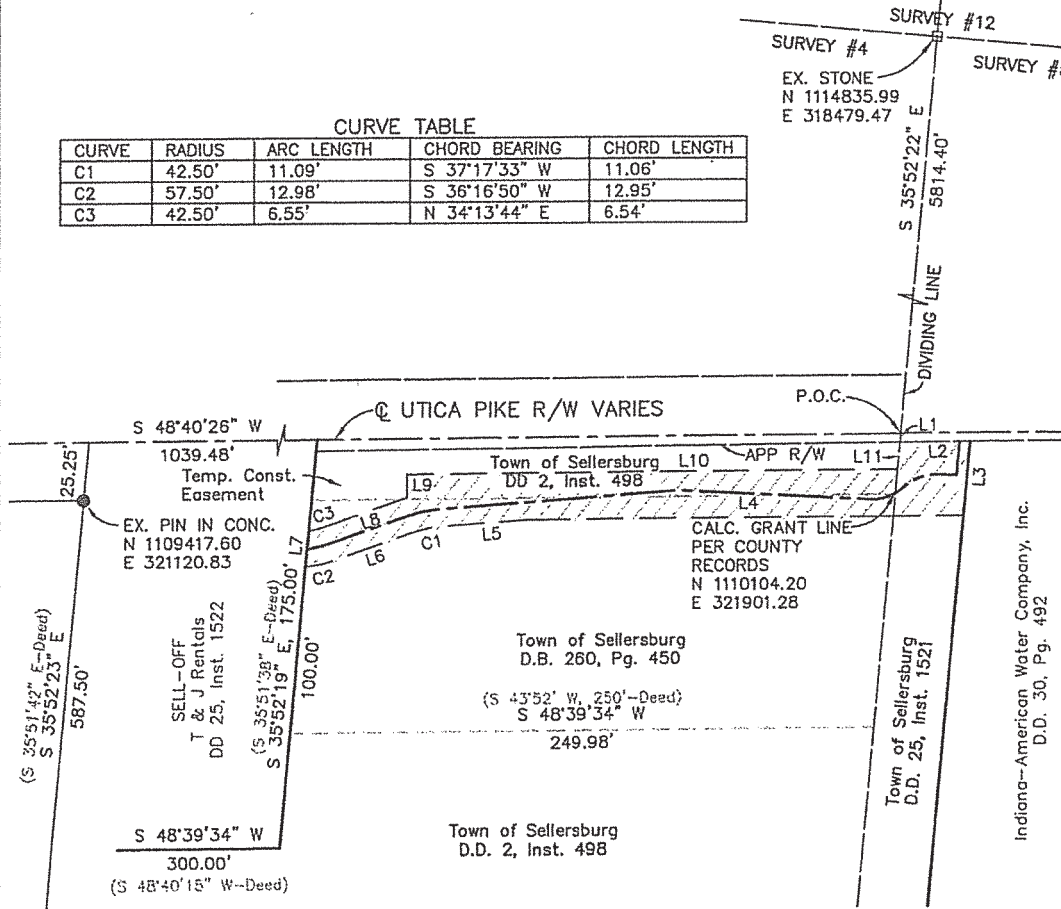


| LINE TABLE | | |
|------------|---------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S 35°52'22" E | 3.63' |
| L2 | N 48°22'43" E | 30.15' |
| L3 | S 35°52'22" E | 31.83' |
| L4 | S 48°40'26" W | 186.44' |
| L5 | S 44°46'16" W | 37.70' |
| L6 | S 29°48'51" W | 36.35' |
| L7 | N 35°52'19" W | 15.41' |
| L8 | N 29°48'51" E | 38.07' |
| L9 | N 41°19'34" W | 10.00' |
| L10 | N 48°40'26" E | 209.89' |
| L11 | N 35°52'22" W | 11.59' |



LOCATION MAP
NOT TO SCALE

| CURVE TABLE | | | | |
|-------------|--------|------------|---------------|--------------|
| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
| C1 | 42.50' | 11.09' | S 37°17'33" W | 11.06' |
| C2 | 57.50' | 12.98' | S 36°16'50" W | 12.95' |
| C3 | 42.50' | 6.55' | N 34°13'44" E | 6.54' |



SIDEWALK EASEMENT= 5,913 S.F.



SCALE: 1"=60'

Notes:

1. This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.
2. Neither abstract of title nor title commitment was provided to Jacobi, Toombs and Lanz, Inc. for the preparation of this easement plat. a title commitment may reveal easements, encumbrances, restrictions or rights of others not shown hereon, that may affect the quality of title or development of this tract.
3. North and all bearings shown hereon are based on NAD 1983, Indiana East Zone, state plane coordinates as derived from real-time kinematic GPS observations based on Clark County Surveyor's Book 10 Corner Perpetuation monument "POPPY", or secondary control originating from these monuments.



Jacobi, Toombs & Lanz, Inc.

Consulting Engineers & Land Surveyors

1829 E. Spring Street - New Albany, Indiana 47150

812-945-9585 - WWW.JTLENG.COM

EXHIBIT "B"

PARCEL 2

SIDEWALK EASEMENT

LOCATED IN SURVEY Nos. 4 & 5 OF THE ILLINOIS
GRANT IN THE CITY OF JEFFERSONVILLE,
CLARK COUNTY, INDIANA

Prepared for:

CITY OF JEFFERSONVILLE

Owner of Record:

TOWN OF SELLERSBURG

D.B. 260, Pg.450, D.D. 2, INST. 498 &

D.D. 25, INST. 1521

DATE: 8/22/2017

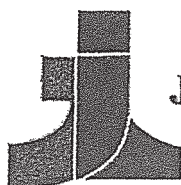
DRAWN: J.A.M.

CHECKED: J.A.T.

APPROVED: J.G.D.

JOB No.: 16136

SHEET: 1 OF 1



Jacobi, Toombs & Lanz, Inc.
Consulting Engineers & Land Surveyors

EXHIBIT "A"

PARCEL 4

**DESCRIPTION OF A
15 FOOT WIDTH SIDEWALK EASEMENT
ACROSS THE LANDS OF
THE TOWN OF SELLERSBURG**

A 15-Foot Wide Sidewalk Easement located in Survey No. 4 of the Illinois Grant, City of Jeffersonville, Clark County, Indiana, being a part of the lands conveyed to The Town of Sellersburg by Deed Drawer 3, Instrument 110 and Deed Drawer 4, Instrument 5887, said easement being 7.5 feet on each side of the following described centerline:

Commencing at the intersection of the centerline of Utica Pike and the line dividing Survey Nos. 4 and 5; thence along said centerline, South 48°40'26" West, 549.96 feet to a westerly corner of a tract of land convey to the T & J Rentals by Deed Drawer 25, Instrument 1522, thence along the southwesterly line of said tract South 35°52'19" East, 30.91 feet, to the True Point of Beginning;

Thence 26.44 feet along the arc of a curve to the left having a radius of 200.00 feet and a chord which bears South 54°23'08" West, 26.42 feet; thence South 50°35'52" West, 166.22 feet; thence 4.84 feet along the arc of a curve to the left having a radius of 200.00 feet and a chord which bears South 49°54'16" West, 4.84 feet; thence South 49°12'41" West, 110.35 feet; thence South 02°58'51" East, 18.24 feet; thence South 36°52'10" East, 23.05 feet; thence 30.60 feet along the arc of a curve to the right having a radius of 20.00 feet and a chord which bears South 06°57'51" West, 27.70 feet; thence South 50°47'52" West, 91.48 feet; thence 24.83 feet along the arc of a curve to the right having a radius of 30.00 feet and a chord which bears South 74°30'40" West, 24.13 feet; thence North 81°46'31" West, 33.02 feet; thence 15.65 feet along the arc of a curve to the left having a radius of 20.00 feet and a chord which bears South 75°48'13" West, 15.26 feet to the point of terminus on the northeasterly line of a tract of land conveyed to River View, LLC by Instrument 201213875.

Containing 8, 171 square feet.

Corporate
1829 E. Spring Street, Suite 201
New Albany, IN 47150
812-945-9585
812-945-6656 Fax

Kentucky
1400 South 1st Street
Louisville, KY 40208
502-583-5994
502-583-7321 Fax

Central Indiana
1060 N. Capital Ave, Ste E360
Indianapolis, IN 46204
317-829-3474
317-829-3473 Fax

Southern Indiana
124 Bell Ave
Clarksville, IN 47129
812-288-6646
812-945-9585 Fax

www.jtleng.com

Carrier Agreement



This Agreement ("Agreement") is made and entered into by and between Town of Sellersburg ("Customer") and United Parcel Service Inc., an Ohio Company ("UPS").

Pricing. UPS will provide the pickup and delivery services ("Services") as set forth below subject to the terms of this Agreement. These Services will be provided with the incentives ("Incentives") as also set forth below. These Incentives shall only be available to the locations and account numbers approved and identified in Addendum A. Account numbers of Customer and its affiliates, each of which is more than fifty percent (50.0%) owned by Customer, may be added or deleted only by mutual written agreement of Customer and UPS and require seven (7) business days notice to UPS to become effective. Customer is prohibited from reselling or offering Incentives to any other party without the prior written consent of UPS and failure to comply with this prohibition may result in immediate cancellation of this Agreement.

Customer acknowledges and agrees that the Incentives and the minimum rates in Addendum B are based on and derived from the most recently published UPS Daily Rates available at www.ups.com and are subject to change based on changes to such list rates. Each eligible package (or shipment) will receive its applicable Incentive for the term of this Agreement. Incentives are applied on a weekly basis unless otherwise specified. Incentives shall be applied to prepaid outbound shipments unless otherwise noted. This Agreement will be subject to periodic review by UPS for Customer compliance.

Automation. Customer agrees to supply the UPS Service Provider with a hard copy summary manifest at the time that the packages are tendered to UPS for shipment and provide UPS with Timely Upload of electronic Package Level Detail ("PLD") in a form acceptable to UPS. PLD includes, but is not limited to, consignee's full name, complete delivery address, package weight and zone. Timely Upload is defined as the electronic transmission of PLD to UPS at the time the packages are tendered to UPS. Customer agrees to provide smart labels on all packages tendered to UPS. A smart label, as defined herein and described in the current UPS Guide to Labeling, which may be updated from time to time by UPS, includes, but is not limited to, a MaxiCode, Postal Bar Code, current UPS Routing Code, appropriate UPS Service Icon and a UPS 1Z Tracking Number Bar Code. Customer further agrees that all shipping locations will use a UPS OnLine or OnLine compatible shipping solution that is approved and authorized by UPS as such.

Payment Terms. Customer agrees to pay for all shipments in full within the time period required by UPS.

Service. All Services provided by UPS shall be pursuant to the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at the time of shipping, each of which are incorporated herein by reference and which may be subject to change without prior notice and which, together with this Agreement, are the entire agreement and understanding between Customer and UPS relating to the relationship under this Agreement, superseding all prior or contemporaneous agreements or understandings.

Confidentiality. Customer and UPS agree to maintain the confidentiality of this Agreement including its rates, terms and Incentives as well as any discussions during the Term concerning the meaning or application of such terms or any changes to them, or concerning a renewal of this Agreement or the negotiation of a new agreement including any new proposals provided by UPS to Customer ("Confidential Information") unless disclosure is required by law. Neither party shall post or publically display Confidential Information or share with any third party without written consent of the other party.

Offer Expiration and Prior Agreements. This offer is void if not accepted by September 9, 2017 ("Deadline"). Customer may accept Agreement by providing a duly signed copy of this Agreement to UPS by the Deadline. This Agreement supersedes all other agreements between the Customer and UPS regarding these Services. This Agreement is hereby signed and executed by authorized representatives of both parties.

Term. The Incentives contained in this Agreement take effect on the Monday following the signing of this Agreement or the Effective Date, whichever is later and continue until terminated by either party. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other.

UPS
United Parcel Service Inc.

Customer
Town of Sellersburg

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Effective Date: _____

Addendum A
List of Account Numbers



Town of Sellersburg's UPS accounts identified below shall be included in the Agreement.
The following accounts shall have their activity committed and are eligible for incentives as specified in Addendum B:

| ACCOUNT | NAME AND ADDRESS |
|-------------|--|
| Section 1 : | |
| 00009732E7 | TOWN OF SELLERSBURG 316 E UTICA ST SELLERSBURG, IN 47172 |

*If there is an account number for the same service included in another UPS agreement, such account number will be deemed deleted from such other agreement as of the effective date.

UPS Hundredweight rates and incentives will only apply to UPS accounts with an active Hundredweight Tier (01-07).

Addendum B Incentives



All incentives contained in this Addendum B apply to the most recently published Daily Rates at the time of shipment and shall be applied on a weekly basis. The published Daily Rates can be adjusted periodically pursuant to the terms and conditions of the Carrier Agreement. Incentives for Services included in this agreement are applicable to all shipments paid for by accounts that are party to this agreement unless otherwise specified

Service Grouping Descriptions

Domestic Next Day includes

UPS Next Day Air®
UPS Next Day Air Saver®

Domestic 2 Day includes

UPS 2nd Day Air A.M.®
UPS 2nd Day Air®

Domestic 3 Day includes

UPS 3 Day Select®

Domestic Ground Com includes

UPS® Ground - Commercial

Domestic Ground Res includes

UPS® Ground - Residential

Domestic Ground CWT includes

UPS Ground Hundredweight Service®¹

International Export includes

UPS Worldwide Express® - Export
UPS Worldwide Saver® - Export
UPS Worldwide Expedited® - Export
UPS Worldwide Express Freight™ - Export
UPS Standard™ to Mexico

International Import includes

UPS Worldwide Express® - Import
UPS Worldwide Saver® - Import
UPS Worldwide Expedited® - Import
UPS Worldwide Express Freight™ - Import
UPS Standard™ from Mexico

International Canada Standard includes

UPS Standard™ to Canada
UPS Standard™ from Canada

Tier Incentive

Each eligible package will receive an incentive per the following schedule based on a 52 week rolling average of eligible packages tendered to UPS. These incentives apply to all zones unless otherwise specified. The band determination is based on the cumulative base transportation charges per week (excluding accessorial, and surcharges unless otherwise specified). Incentives apply to Outbound, Freight Collect, Third Party, Returns® and Undeliverable (where applicable). The incentives will be administered on a weekly basis.

| Base Weekly Transportation Charges - Bands | Domestic | | | | | International | | |
|--|----------|-------|-------|---------------|---------------|---------------|--------|--------------------|
| | Next Day | 2 Day | 3 Day | Ground Com | Ground Res | Export | Import | Canada Standard |
| \$ 1,600.00 or more | 46% | 43% | 37% | 15% | 13% | 49% | 37% | 20% |
| \$ 1,400.00 - \$ 1,599.99 | 44% | 41% | 35% | 14% | 12% | 47% | 35% | 19% |
| \$ 1,200.00 - \$ 1,399.99 | 43% | 40% | 34% | 13% | 11% | 46% | 34% | 18% |
| \$ 1,000.00 - \$ 1,199.99 | 42% | 39% | 33% | 12% | 10% | 45% | 33% | 17% |
| \$ 800.00 - \$ 999.99 | 39% | 36% | 30% | 11% | 9% | 42% | 30% | 16% |
| \$ 600.00 - \$ 799.99 | 37% | 34% | 28% | 10% | 8% | 40% | 28% | 15% |
| \$ 400.00 - \$ 599.99 | 34% | 31% | 25% | 9% | 7% | 37% | 25% | 14% |
| \$ 200.00 - \$ 399.99 | 32% | 29% | 23% | 8% | 6% | 34% | 22% | 13% |
| \$ 100.00 - \$ 199.99 | 29% | 26% | 20% | 7% | 5% | 32% | 20% | 12% |
| \$ 50.00 - \$ 99.99 | 27% | 24% | 18% | 6% | 4% | 29% | 17% | 11% |
| \$ 0.01 - \$ 49.99 | 24% | 21% | 15% | 5% | 3% | 26% | 14% | 10% |

For the first week, the total actual billed base transportation charges per week from all eligible committed services will determine the discounts per the schedule. After the first week, average weekly based transportation charges per week will be based on the most recent 52 week(s) (once 52 week(s) have been accumulated excluding the current billing week). Average weekly base transportation charges per week is defined as the base transportation charges per week from all eligible and committed services for the given time period divided by the number of week(s) in the time period.

Additional Incentives

UPS will also apply additional incentives to the following services:

| Weight (lbs.) | Zones 2-8 Only | |
|---------------|----------------|------------|
| | Ground Com | Ground Res |
| 1 - 5 | 13% | 11% |
| 6 - 10 | 16% | 14% |
| 11 - 20 | 19% | 17% |
| 21 - 30 | 21% | 19% |
| 31 - 50 | 24% | 22% |
| 51 and up | 27% | 25% |

| | |
|---------------------|---------|
| Domestic Ground CWT | 10% Off |
|---------------------|---------|

Initials

UPS _____
Customer _____

Minimum Net Shipping Charge

For each shipment, the customer agrees to pay the greater of the (a) net shipment charge based on the above incentive or (b) the minimum net shipment charge. Minimum net shipment charge is calculated by deducting applicable adjustment from the published 1 lbs. base rate from the table below.

| Service | Base Rate | Adjustment to the Base Rate |
|---|--|-----------------------------|
| UPS 3 Day Select® | UPS 3 Day Select® Zone 302 1 lbs. | -\$1.50 |
| UPS® Ground - Commercial | UPS® Ground Zone 002 1 lbs. | 0% |
| UPS® Ground - Residential | | |
| Canada Standard UPS Standard™ to Canada UPS Standard™ from Canada | 1 lbs. shipment for the respective service and respective zone | 0% |

Electronic PLD Bonus

The incentives detailed earlier in this Agreement include an Electronic PLD bonus up to the amount defined in the table below. Shipments tendered via non-Electronic PLD will not receive this bonus. At no point will non-application of the bonus result in net rates that exceed the published rates in effect at the time of shipment. The bonus will be applicable to all shipments paid for by accounts in this agreement.

| Service | Domestic | | | | | | International | |
|----------------------|----------|-------|-------|------------|------------|------------|---------------|------------------------|
| | Next Day | 2 Day | 3 Day | Ground Com | Ground Res | Ground CWT | Export | Canada Standard Export |
| Electronic PLD Bonus | 10% | 10% | 10% | 5% | 5% | 5% | 10% | 10% |

The following methods of providing UPS shipment information will be considered non-electronic for this agreement: Manifest Key Entered, Manifest Summary, Hundredweight Shipping Document, Paper Waybill, Air Shipping Document, Shipping Record (SRB/SRM), Consignee Billing Paper Books. All other shipment information will be considered electronic PLD.

Additional Committed Services & Surcharges

In addition to the services listed within the Service Groupings Section, the following services will be included to determine the customer's Base Weekly Transportation Charges Band: Hundredweight, UPS SurePost®, UPS Next Day® Air Early A.M.®, UPS Worldwide Express Plus® - US Export, UPS Worldwide Express Plus® - US Import, UPS 3 Day Select® from Canada, UPS Ground with Freight Pricing. 10 kg and 25 kg International box and Pre-paid services are excluded from the customer's Base weekly Transportation Charges Band.

The following transportation surcharge revenue will also be included to determine the customer's Base Weekly Transportation Charges Band: Residential Surcharge, Delivery Area Surcharge (US 48), Remote Area Surcharge (AK, HI), Extended Area Surcharge (International services), and Large Package Surcharge.

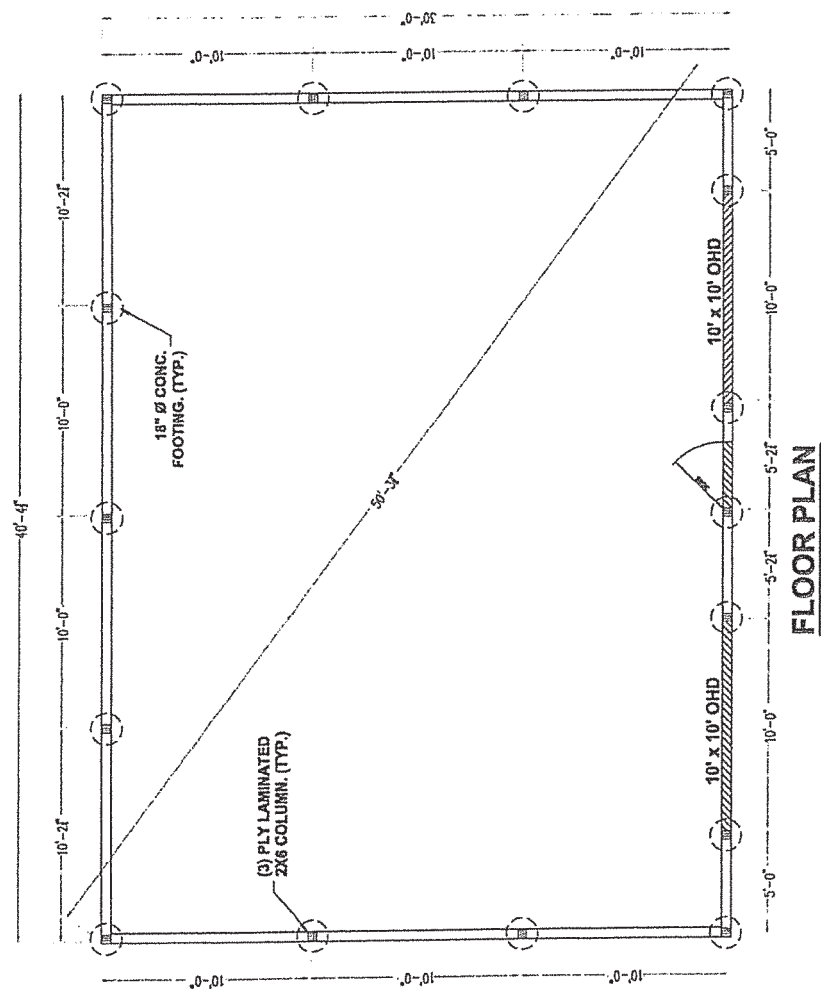
Notes

¹ UPS Ground Hundredweight Service® is a contractual service available for Scheduled Pickup customers having frequent non-palletized, multiple-package shipments sent to the same location on the same day. UPS Hundredweight rates and incentives will only apply to UPS accounts with an active Hundredweight Tier (01-07).

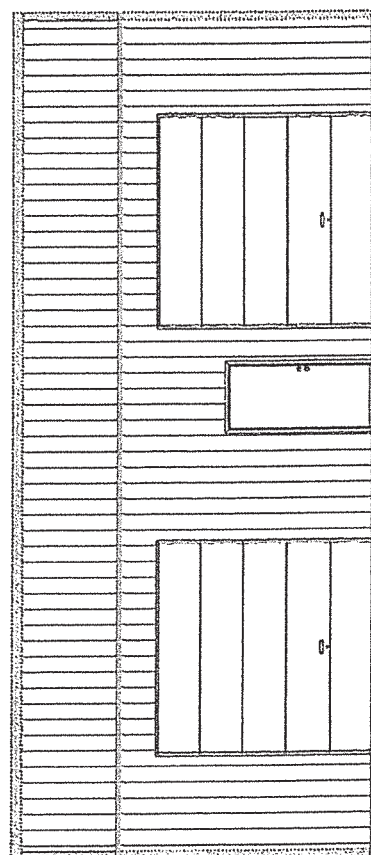
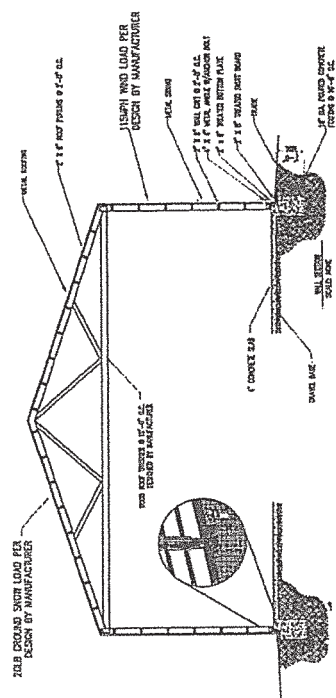
Initials

UPS _____

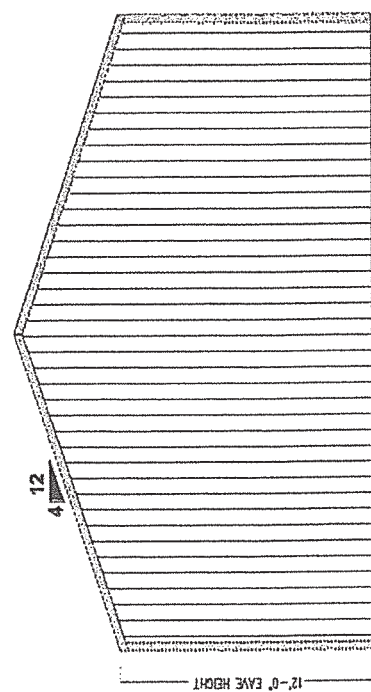
Customer _____



FLOOR PLAN



FRONT ELEVATION



LEFT AND RIGHT ELEVATION

Classic Buildings, Inc.

2709 Blackiston Mill Rd. Clarksville, In. 47129
812-944-5821 Fax: 812-948-2177 800-505-5821
classicbuildings.com

PROPOSAL FOR THE TOWN OF SELLERSBURG ATTN: KEN ALEXANDER

SELLERSBURG, IN 47172
Phone number ()

August 12, 2017

Classic Buildings proposes to furnish all the material and provide all the labor necessary to build a:

30' Wide x 40' Long building with a 12' EAVE HEIGHT.

The material specifications are as follows:

Engineered roof trusses with a 5 lb. ceiling loading.

2" x 6" roof purlins and wall girts.

Painted metal exterior walls and roof attached with screws.

Laminated posts and 2" x 8" treated skirtboard.

18" diameter concrete piers.

1- 10' x 10' Residential white insulated overhead door on the side wall.

1- 12' x 10' Residential white insulated overhead door on the side wall.

1- 3' White metal walk door with a deadbolt.

5" seamless aluminum gutters with downspouts.

2" vinyl backed fiberglass insulation on the roof and walls.

4" concrete floor with reinforcement wire and plastic vapor barrier.

Price does not include gravel base, or any site preparation.

Price does not include any permit fees.

Total Cost Including Material and Labor: \$ 24,890.00

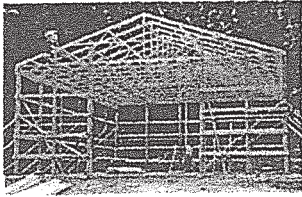
Please call if you have any questions or would like me to look at your site.

Thank you,

Tim Youtsey

Building Consultant

(502) 817-4083



Town Of Sellersburg

(502) 817-3041

Estimate #

000119

Date

08/02/2017

Ettel Construction

314 East Daisy Ln
New Albany , In 47150

Phone: (502) 773-7222

Email: ettelconstruction@gmail.com

Fax: (812) 949-0200

Description

Total

30x40x12

\$24,600.00

Erect 30x40x12 with one 10x10 and one 12x10 overhead door one 36 inch entry door , and base layer of rock ,no overhang no windows,4 inch concrete slab, per plans description

Subtotal

\$24,600.00

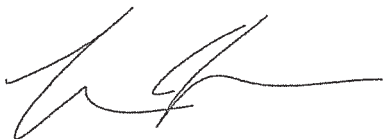
Total

\$24,600.00

Notes:

I want to start off by saying thanks for the opportunity to work with you. We pride our work and leave no job or client dissatisfied,if you have any questions please feel free to contact us at any time.

By signing this document, the customer agrees to the services and conditions outlined in this document.



Signed on: 08/02/2017

Troy Ettel

J. Greg Dietz

From: J. Greg Dietz
Sent: Tuesday, August 01, 2017 9:07 AM
To: #Ken Alexander (kalexander@sellersburg.org)
Subject: 30 X 40 Pole Barn for Sewer Plant

I contacted Bob Kreskie, Ettel Construction and Classic Truss with the specifications for the 30 X 40 Pole Barn for Sewer Plant.

Bob Kreskie declined the project and I am waiting to hear back from Ettel Construction and Classic Truss.

Town of Sellersburg

Utility Billing Office

To: Michelle Miller

Town of Sellersburg

Clark County, Indiana

Write Off Accounts as of 12/31/15

I hereby certify that the foregoing is a true and correct report of Write Off Accounts per Ordinance 2011-007 for the above named governmental unit for the period shown.

Write Off Amount: \$18,254.30 ✓

Signature of Billing Officials

Samuel R. Rother
Brad Amos *rw*

18,321.74
67.44

Approved at the Council Meeting Dated August 28th 2017

Brad Amos

Brad Amos

Town Board Vice President

DATE: 8/31/2017

TOWN OF SELLERSBURG
ADJUSTMENT LISTING FOR 8/31/2017
LISTING TRANSACTIONS ENTERED BY LM

PAGE NO: 1
BY: LM

| Date | Account | Name | Class | Usage | Reference | Amount | By | Posted |
|-----------|---------|---------------------------|-------|-------|-----------|--------------|----|--------|
| 8/31/2017 | 121485 | WINCHESTER, DEREK | W-O | 0 | WRITE OFF | (\$73.45) | LM | 08/31 |
| 8/31/2017 | 121417 | GORDEN, DEREK | W-O | 0 | WRITE OFF | (\$76.37) | LM | 08/31 |
| 8/31/2017 | 121109 | REMAX RESULTS, | W-O | 0 | WRITE OFF | (\$18.17) | LM | 08/31 |
| 8/31/2017 | 121108 | MARQUIS PROPERTIES, | W-O | 0 | WRITE OFF | (\$48.97) | LM | 08/31 |
| 8/31/2017 | 121052 | CHANDLER, CASEY | W-O | 0 | WRITE OFF | (\$90.58) | LM | 08/31 |
| 8/31/2017 | 120973 | LINDERMAN, CHRISTOPHER | W-O | 0 | WRITE OFF | (\$75.40) | LM | 08/31 |
| 8/31/2017 | 120944 | LADUKE, ZACHARY J | W-O | 0 | WRITE OFF | (\$88.22) | LM | 08/31 |
| 8/31/2017 | 120854 | TUNIS, TYLER J OR CASEY | W-O | 0 | WRITE OFF | (\$60.64) | LM | 08/31 |
| 8/31/2017 | 120795 | VEGA, JENNIFER R | W-O | 0 | WRITE OFF | (\$44.09) | LM | 08/31 |
| 8/31/2017 | 120787 | LUCKETT, BRITTANY L | W-O | 0 | WRITE OFF | (\$205.11) | LM | 08/31 |
| 8/31/2017 | 120778 | AKERS, JESSICA J | W-O | 0 | WRITE OFF | (\$344.20) | LM | 08/31 |
| 8/31/2017 | 120743 | RE/MAX RESULTS, | W-O | 0 | WRITE OFF | (\$1.54) | LM | 08/31 |
| 8/31/2017 | 120702 | STOKES, DAVID W | W-O | 0 | WRITE OFF | (\$102.07) | LM | 08/31 |
| 8/31/2017 | 120675 | MICHAEL J WILSON, | W-O | 0 | WRITE OFF | (\$30.33) | LM | 08/31 |
| 8/31/2017 | 120529 | STANDIFORD, EMILY E | W-O | 0 | WRITE OFF | (\$114.58) | LM | 08/31 |
| 8/31/2017 | 120492 | HARRIS, HEATHER | W-O | 0 | WRITE OFF | (\$11.52) | LM | 08/31 |
| 8/31/2017 | 120452 | MITCHELL, GARY | W-O | 0 | WRITE OFF | (\$39.27) | LM | 08/31 |
| 8/31/2017 | 120393 | KNIGHT, CAROL | W-O | 0 | WRITE OFF | (\$108.22) | LM | 08/31 |
| 8/31/2017 | 120341 | SNYDER, LINDSEY | W-O | 0 | WRITE OFF | (\$180.32) | LM | 08/31 |
| 8/31/2017 | 120283 | JONES, RACHEL | W-O | 0 | WRITE OFF | (\$52.16) | LM | 08/31 |
| 8/31/2017 | 120223 | BREHM, MISTY | W-O | 0 | WRITE OFF | (\$15.64) | LM | 08/31 |
| 8/31/2017 | 120195 | MCMAHAN, MATTHEW | W-O | 0 | WRITE OFF | (\$71.00) | LM | 08/31 |
| 8/31/2017 | 120166 | GALLAGHER, JUDE | W-O | 0 | WRITE OFF | (\$20.69) | LM | 08/31 |
| 8/31/2017 | 120160 | SMITH, RICHARD | W-O | 0 | WRITE OFF | (\$76.43) | LM | 08/31 |
| 8/31/2017 | 120095 | WITTEN, CARMEN | W-O | 0 | WRITE OFF | (\$69.67) | LM | 08/31 |
| 8/31/2017 | 120078 | VOYLES, SARA B | W-O | 0 | WRITE OFF | (\$73.78) | LM | 08/31 |
| 8/31/2017 | 119950 | HART, TRACY | W-O | 0 | WRITE OFF | (\$1,302.46) | LM | 08/31 |
| 8/31/2017 | 119935 | WILLIAMS, MICHELLE OR MIC | W-O | 0 | WRITE OFF | (\$30.63) | LM | 08/31 |
| 8/31/2017 | 119901 | CARRICO, CHRISTOPHER T | W-O | 0 | WRITE OFF | (\$0.45) | LM | 08/31 |
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| 8/31/2017 | 119881 | WATERS, THOMAS | W-O | 0 | WRITE OFF | (\$75.54) | LM | 08/31 |
| 8/31/2017 | 119875 | DURHAM, SHARON & CHARLES | W-O | 0 | WRITE OFF | (\$35.66) | LM | 08/31 |
| 8/31/2017 | 119863 | RICHARDS, DAVID C | W-O | 0 | WRITE OFF | (\$442.45) | LM | 08/31 |
| 8/31/2017 | 119835 | ALKAJI, MUSTAFA | W-O | 0 | WRITE OFF | (\$46.68) | LM | 08/31 |
| 8/31/2017 | 119809 | STEWART, BEVERLY K | W-O | 0 | WRITE OFF | (\$276.32) | LM | 08/31 |
| 8/31/2017 | 119790 | TANKERSLEY, MELIEGHA | W-O | 0 | WRITE OFF | (\$147.69) | LM | 08/31 |
| 8/31/2017 | 119786 | JONES, ANDRIA CHARLENE | W-O | 0 | WRITE OFF | (\$151.47) | LM | 08/31 |
| 8/31/2017 | 119614 | APPLE, VICTORIA LYNN | W-O | 0 | WRITE OFF | (\$187.27) | LM | 08/31 |
| 8/31/2017 | 119591 | GARDINER, ALLISON N | W-O | 0 | WRITE OFF | (\$17.08) | LM | 08/31 |
| 8/31/2017 | 119557 | GRIFFITH-LINDIG, BROOKE | W-O | 0 | WRITE OFF | (\$147.56) | LM | 08/31 |
| 8/31/2017 | 118300 | CAINES, CHRIS | W-O | 0 | WRITE OFF | (\$84.37) | LM | 08/31 |
| 8/31/2017 | 118295 | WHITE, MIRANDA L | W-O | 0 | WRITE OFF | (\$57.48) | LM | 08/31 |
| 8/31/2017 | 118291 | HART, TRACY | W-O | 0 | WRITE OFF | (\$197.71) | LM | 08/31 |
| 8/31/2017 | 118287 | DON LINCOLN REALTY L, | W-O | 0 | WRITE OFF | (\$14.97) | LM | 08/31 |
| 8/31/2017 | 118281 | SPRIGLER, BRENT | W-O | 0 | WRITE OFF | (\$17.69) | LM | 08/31 |
| 8/31/2017 | 118269 | ALLEN, KIMBERLY APRIL | W-O | 0 | WRITE OFF | (\$79.56) | LM | 08/31 |
| 8/31/2017 | 118266 | HATTABAUGH, MICHEAL D | W-O | 0 | WRITE OFF | (\$31.28) | LM | 08/31 |
| 8/31/2017 | 118261 | HENDERSON, AIMEE | W-O | 0 | WRITE OFF | (\$109.15) | LM | 08/31 |
| 8/31/2017 | 118212 | NIX, BRENDA L | W-O | 0 | WRITE OFF | (\$44.88) | LM | 08/31 |
| 8/31/2017 | 118209 | HOLTWICK, CORY | W-O | 0 | WRITE OFF | (\$1.60) | LM | 08/31 |
| 8/31/2017 | 118193 | JOHNSON, PHILLIP M | W-O | 0 | WRITE OFF | (\$120.80) | LM | 08/31 |
| 8/31/2017 | 118185 | CLICK, TERESA A | W-O | 0 | WRITE OFF | (\$113.84) | LM | 08/31 |
| 8/31/2017 | 118108 | SMALLWOOD, KIMBERLY LYNN | W-O | 0 | WRITE OFF | (\$33.85) | LM | 08/31 |
| 8/31/2017 | 118106 | GIBSON, PAMELA MARNEE | W-O | 0 | WRITE OFF | (\$234.71) | LM | 08/31 |
| 8/31/2017 | 117996 | SELLERS, KYLE L | W-O | 0 | WRITE OFF | (\$90.32) | LM | 08/31 |
| 8/31/2017 | 117974 | SCOTT, ERIC B | W-O | 0 | WRITE OFF | (\$60.84) | LM | 08/31 |
| 8/31/2017 | 117926 | YUSLEIDI MARTY, | W-O | 0 | WRITE OFF | (\$137.30) | LM | 08/31 |
| 8/31/2017 | 117903 | MORELAND JR, LEO TIMOTHY | W-O | 0 | WRITE OFF | (\$77.08) | LM | 08/31 |
| 8/31/2017 | 117895 | FLANAGAN, KERRI R | W-O | 0 | WRITE OFF | (\$33.85) | LM | 08/31 |
| 8/31/2017 | 117877 | LEDBETTER, DEBRA LYNN | W-O | 0 | WRITE OFF | (\$33.85) | LM | 08/31 |
| 8/31/2017 | 117816 | GRIM, SHEENA C | W-O | 0 | WRITE OFF | (\$446.66) | LM | 08/31 |
| 8/31/2017 | 117812 | ROSE, NINA C. | W-O | 0 | WRITE OFF | (\$61.67) | LM | 08/31 |
| 8/31/2017 | 117803 | CHARITY MONGOLD, | W-O | 0 | WRITE OFF | (\$198.11) | LM | 08/31 |
| 8/31/2017 | 117703 | LOCK, KATHERINE | W-O | 0 | WRITE OFF | (\$44.10) | LM | 08/31 |
| 8/31/2017 | 117652 | MC GEE, MICHELLE R. | W-O | 0 | WRITE OFF | (\$128.87) | LM | 08/31 |
| 8/31/2017 | 117593 | DUARD AVERY BUILDERS, | W-O | 0 | WRITE OFF | (\$0.60) | LM | 08/31 |
| 8/31/2017 | 117561 | CLAYTON, JEREMY RYAN | W-O | 0 | WRITE OFF | (\$116.56) | LM | 08/31 |
| 8/31/2017 | 117549 | WYATT, ANTHONY R | W-O | 0 | WRITE OFF | (\$45.22) | LM | 08/31 |
| 8/31/2017 | 117545 | LYNCH, CHRISTINA G. | W-O | 0 | WRITE OFF | (\$62.10) | LM | 08/31 |
| 8/31/2017 | 117526 | FERNANDEZ, STEPHANIE M. | W-O | 0 | WRITE OFF | (\$177.24) | LM | 08/31 |
| 8/31/2017 | 117504 | DAVIS, REBECCA A. | W-O | 0 | WRITE OFF | (\$165.96) | LM | 08/31 |
| 8/31/2017 | 117493 | KEOWN, BONNIE LEE | W-O | 0 | WRITE OFF | (\$68.09) | LM | 08/31 |
| 8/31/2017 | 117444 | ATCHER, CARRIE G | W-O | 0 | WRITE OFF | (\$17.08) | LM | 08/31 |
| 8/31/2017 | 117427 | FRANCO, JESSICA M. | W-O | 0 | WRITE OFF | (\$49.70) | LM | 08/31 |

DATE: 8/31/2017

TOWN OF SELLERSBURG
ADJUSTMENT LISTING FOR 8/31/2017
LISTING TRANSACTIONS ENTERED BY LM

PAGE NO: 2
BY: LM

| | | | | | | | |
|-----------|--------|---------------------------|-----|-------------|------------|----|-------|
| 8/31/2017 | 117426 | VELEZ, KIANA ANITA | W-O | 0 WRITE OFF | (\$164.73) | LM | 08/31 |
| 8/31/2017 | 117423 | RILEY, KEVIN | W-O | 0 WRITE OFF | (\$32.09) | LM | 08/31 |
| 8/31/2017 | 117388 | TRESSLER, LARRY E | W-O | 0 WRITE OFF | (\$430.32) | LM | 08/31 |
| 8/31/2017 | 117195 | ROTH, NICOLE RENEE | W-O | 0 WRITE OFF | (\$313.90) | LM | 08/31 |
| 8/31/2017 | 117194 | LITTLE, ULRIKE M | W-O | 0 WRITE OFF | (\$8.41) | LM | 08/31 |
| 8/31/2017 | 117180 | MCCLELLAN, MATTHEW WAYNE | W-O | 0 WRITE OFF | (\$27.50) | LM | 08/31 |
| 8/31/2017 | 117139 | REID, PHILLIP MICHAEL | W-O | 0 WRITE OFF | (\$148.28) | LM | 08/31 |
| 8/31/2017 | 117129 | HARRIS, TERRY W | W-O | 0 WRITE OFF | (\$80.02) | LM | 08/31 |
| 8/31/2017 | 117084 | TACKETT, RONALD L. | W-O | 0 WRITE OFF | (\$53.35) | LM | 08/31 |
| 8/31/2017 | 117072 | NADEAU, LARRY | W-O | 0 WRITE OFF | (\$18.67) | LM | 08/31 |
| 8/31/2017 | 117057 | LEACHMAN, CARRIE | W-O | 0 WRITE OFF | (\$108.80) | LM | 08/31 |
| 8/31/2017 | 117022 | MCKITTRICK, MELISSA | W-O | 0 WRITE OFF | (\$47.44) | LM | 08/31 |
| 8/31/2017 | 117020 | GLICKFIELD, RUTH W. | W-O | 0 WRITE OFF | (\$68.16) | LM | 08/31 |
| 8/31/2017 | 117007 | MEZA, JORGE | W-O | 0 WRITE OFF | (\$170.41) | LM | 08/31 |
| 8/31/2017 | 116988 | ELLIS, LANA | W-O | 0 WRITE OFF | (\$76.95) | LM | 08/31 |
| 8/31/2017 | 116970 | MCNEW, AMBER | W-O | 0 WRITE OFF | (\$54.29) | LM | 08/31 |
| 8/31/2017 | 116957 | LONE, ASHLEIGH | W-O | 0 WRITE OFF | (\$56.20) | LM | 08/31 |
| 8/31/2017 | 116924 | NORTHERN, JOHNATHAN | W-O | 0 WRITE OFF | (\$33.45) | LM | 08/31 |
| 8/31/2017 | 116904 | WILSON, STEPHANNIE | W-O | 0 WRITE OFF | (\$33.85) | LM | 08/31 |
| 8/31/2017 | 116884 | SMITH, SHARA L | W-O | 0 WRITE OFF | (\$43.08) | LM | 08/31 |
| 8/31/2017 | 116881 | SNELLING-GROWE, BRIDGET | W-O | 0 WRITE OFF | (\$70.29) | LM | 08/31 |
| 8/31/2017 | 116873 | GORDON, SHELLY | W-O | 0 WRITE OFF | (\$61.11) | LM | 08/31 |
| 8/31/2017 | 116856 | PRATHER, SHANTIQUE | W-O | 0 WRITE OFF | (\$22.49) | LM | 08/31 |
| 8/31/2017 | 116833 | SHIPLEY, JERRY | W-O | 0 WRITE OFF | (\$31.49) | LM | 08/31 |
| 8/31/2017 | 116831 | MCCORMICK, KATRYINA L | W-O | 0 WRITE OFF | (\$172.11) | LM | 08/31 |
| 8/31/2017 | 116808 | RESENDIZ-MARTINEZ, BRUNO | W-O | 0 WRITE OFF | (\$193.96) | LM | 08/31 |
| 8/31/2017 | 116807 | JACKSON, ASHLEY | W-O | 0 WRITE OFF | (\$26.85) | LM | 08/31 |
| 8/31/2017 | 116771 | BAKER, MARVIN EUGENE | W-O | 0 WRITE OFF | (\$21.71) | LM | 08/31 |
| 8/31/2017 | 116762 | FRENCH, BRITTANY | W-O | 0 WRITE OFF | (\$103.69) | LM | 08/31 |
| 8/31/2017 | 116754 | SPENCER, BRADLEY | W-O | 0 WRITE OFF | (\$22.52) | LM | 08/31 |
| 8/31/2017 | 116748 | FORD, MICHAEL | W-O | 0 WRITE OFF | (\$23.47) | LM | 08/31 |
| 8/31/2017 | 116711 | IVERSON, KELLY | W-O | 0 WRITE OFF | (\$8.41) | LM | 08/31 |
| 8/31/2017 | 116623 | GENTRY, RANDY & GINA | W-O | 0 WRITE OFF | (\$18.88) | LM | 08/31 |
| 8/31/2017 | 116605 | FREITAS, CHERYL J | W-O | 0 WRITE OFF | (\$168.99) | LM | 08/31 |
| 8/31/2017 | 116604 | HARLEY, SARAH L | W-O | 0 WRITE OFF | (\$91.72) | LM | 08/31 |
| 8/31/2017 | 116600 | HARDEN, TAMMY M | W-O | 0 WRITE OFF | (\$65.61) | LM | 08/31 |
| 8/31/2017 | 116561 | BALL, TERESA G | W-O | 0 WRITE OFF | (\$48.75) | LM | 08/31 |
| 8/31/2017 | 116532 | CHRISWELL, JILLISA | W-O | 0 WRITE OFF | (\$70.57) | LM | 08/31 |
| 8/31/2017 | 116526 | MOORE, MEGAN | W-O | 0 WRITE OFF | (\$43.15) | LM | 08/31 |
| 8/31/2017 | 116525 | BOOHER, AMY LYNN | W-O | 0 WRITE OFF | (\$71.50) | LM | 08/31 |
| 8/31/2017 | 116499 | ROGER BYRNE, OR LYDIA JAM | W-O | 0 WRITE OFF | (\$22.52) | LM | 08/31 |
| 8/31/2017 | 116486 | FENWICK, TINA | W-O | 0 WRITE OFF | (\$268.32) | LM | 08/31 |
| 8/31/2017 | 116478 | BENHAM, CARL E | W-O | 0 WRITE OFF | (\$53.06) | LM | 08/31 |
| 8/31/2017 | 116371 | BARRETT, ROBERT | W-O | 0 WRITE OFF | (\$36.65) | LM | 08/31 |
| 8/31/2017 | 116357 | BONNET, SARAH | W-O | 0 WRITE OFF | (\$18.53) | LM | 08/31 |
| 8/31/2017 | 116349 | JUST, JENNY | W-O | 0 WRITE OFF | (\$138.43) | LM | 08/31 |
| 8/31/2017 | 116331 | KLEIN HOMES LLC, | W-O | 0 WRITE OFF | (\$27.07) | LM | 08/31 |
| 8/31/2017 | 116329 | PRESESEL, TERESA | W-O | 0 WRITE OFF | (\$85.50) | LM | 08/31 |
| 8/31/2017 | 116308 | HOWARD, SUSAN | W-O | 0 WRITE OFF | (\$104.29) | LM | 08/31 |
| 8/31/2017 | 116273 | JONES, WILLIAM | W-O | 0 WRITE OFF | (\$42.25) | LM | 08/31 |
| 8/31/2017 | 116265 | BREWER, AMBER | W-O | 0 WRITE OFF | (\$29.02) | LM | 08/31 |
| 8/31/2017 | 116240 | MILLINER, ANDREA F | W-O | 0 WRITE OFF | (\$39.60) | LM | 08/31 |
| 8/31/2017 | 116226 | PAULINE, SUSAN | W-O | 0 WRITE OFF | (\$53.13) | LM | 08/31 |
| 8/31/2017 | 116203 | BLEDISOE, BRENDA | W-O | 0 WRITE OFF | (\$25.77) | LM | 08/31 |
| 8/31/2017 | 116199 | SMITH, CRYSTAL | W-O | 0 WRITE OFF | (\$28.53) | LM | 08/31 |
| 8/31/2017 | 116187 | KING, SARA | W-O | 0 WRITE OFF | (\$72.37) | LM | 08/31 |
| 8/31/2017 | 116183 | TORRES, ELVIN | W-O | 0 WRITE OFF | (\$170.03) | LM | 08/31 |
| 8/31/2017 | 116159 | DANIELS, RUSSELL | W-O | 0 WRITE OFF | (\$53.71) | LM | 08/31 |
| 8/31/2017 | 116149 | STEWART, ASHLEY J | W-O | 0 WRITE OFF | (\$77.44) | LM | 08/31 |
| 8/31/2017 | 116038 | BREWER, WILLIAM | W-O | 0 WRITE OFF | (\$23.65) | LM | 08/31 |
| 8/31/2017 | 116020 | GRUBE, MARK | W-O | 0 WRITE OFF | (\$19.25) | LM | 08/31 |
| 8/31/2017 | 115979 | LOPEZ, RODOLFO | W-O | 0 WRITE OFF | (\$58.74) | LM | 08/31 |
| 8/31/2017 | 115958 | MULLINS, JESSICA | W-O | 0 WRITE OFF | (\$92.96) | LM | 08/31 |
| 8/31/2017 | 115947 | BROWNE, BENJAMIN | W-O | 0 WRITE OFF | (\$30.60) | LM | 08/31 |
| 8/31/2017 | 115920 | LEE, LYNN | W-O | 0 WRITE OFF | (\$17.08) | LM | 08/31 |
| 8/31/2017 | 115869 | KLEIN HOMES LLC, | W-O | 0 WRITE OFF | (\$66.08) | LM | 08/31 |
| 8/31/2017 | 115834 | KRAFT, JENNIFER | W-O | 0 WRITE OFF | (\$36.25) | LM | 08/31 |
| 8/31/2017 | 115726 | BUELOW, TERESA | W-O | 0 WRITE OFF | (\$80.50) | LM | 08/31 |
| 8/31/2017 | 115714 | BALLEW, RICK | W-O | 0 WRITE OFF | (\$28.41) | LM | 08/31 |
| 8/31/2017 | 114769 | CORREA, HECTOR | W-O | 0 WRITE OFF | (\$212.96) | LM | 08/31 |
| 8/31/2017 | 114715 | CONNOR, KEISHA | W-O | 0 WRITE OFF | (\$36.67) | LM | 08/31 |
| 8/31/2017 | 114706 | SHANNON MATTHEWS, | W-O | 0 WRITE OFF | (\$92.14) | LM | 08/31 |
| 8/31/2017 | 114684 | QUAKENBUSH, TIM | W-O | 0 WRITE OFF | (\$85.63) | LM | 08/31 |
| 8/31/2017 | 114681 | CARDEN, DEBRA | W-O | 0 WRITE OFF | (\$14.19) | LM | 08/31 |

DATE: 8/31/2017

TOWN OF SELLERSBURG
ADJUSTMENT LISTING FOR 8/31/2017
LISTING TRANSACTIONS ENTERED BY LM

PAGE NO: 3
BY: LM

| | | | | | | | |
|-----------|--------|-----------------------|-----|-------------|------------|----|-------|
| 8/31/2017 | 114658 | KELLEY, PERRY | W-O | 0 WRITE OFF | (\$228.08) | LM | 08/31 |
| 8/31/2017 | 114580 | TTA&C LLC, | W-O | 0 WRITE OFF | (\$23.55) | LM | 08/31 |
| 8/31/2017 | 114535 | MORGAN, DARRELL | W-O | 0 WRITE OFF | (\$150.43) | LM | 08/31 |
| 8/31/2017 | 114509 | SOSNICKI, JAMES | W-O | 0 WRITE OFF | (\$93.95) | LM | 08/31 |
| 8/31/2017 | 114305 | BITON, SAMANTHA | W-O | 0 WRITE OFF | (\$27.94) | LM | 08/31 |
| 8/31/2017 | 114199 | SNAWDER, JOSH & LYNN | W-O | 0 WRITE OFF | (\$49.93) | LM | 08/31 |
| 8/31/2017 | 114161 | WRAY, RALPH | W-O | 0 WRITE OFF | (\$71.63) | LM | 08/31 |
| 8/31/2017 | 114157 | BAER, JESSICA D | W-O | 0 WRITE OFF | (\$6.75) | LM | 08/31 |
| 8/31/2017 | 114103 | MCHONE, NATHAN | W-O | 0 WRITE OFF | (\$112.84) | LM | 08/31 |
| 8/31/2017 | 114054 | POTTER, MARY MARGARET | W-O | 0 WRITE OFF | (\$626.64) | LM | 08/31 |
| 8/31/2017 | 114043 | MCGEE, DEBORAH | W-O | 0 WRITE OFF | (\$160.47) | LM | 08/31 |
| 8/31/2017 | 113932 | RHOTON, JESSICA | W-O | 0 WRITE OFF | (\$26.57) | LM | 08/31 |
| 8/31/2017 | 113926 | WILKERSON, LESLIE | W-O | 0 WRITE OFF | (\$158.61) | LM | 08/31 |
| 8/31/2017 | 113894 | JONES, MADELINE | W-O | 0 WRITE OFF | (\$34.93) | LM | 08/31 |
| 8/31/2017 | 113858 | JUST, CHRISTINA M | W-O | 0 WRITE OFF | (\$4.50) | LM | 08/31 |
| 8/31/2017 | 113812 | LITCH, KRISTY M | W-O | 0 WRITE OFF | (\$445.05) | LM | 08/31 |
| 8/31/2017 | 113801 | BRISCOE, STEVEN | W-O | 0 WRITE OFF | (\$26.10) | LM | 08/31 |
| 8/31/2017 | 113798 | MAXIMILLION, GRANT | W-O | 0 WRITE OFF | (\$109.61) | LM | 08/31 |
| 8/31/2017 | 113756 | WOOSLEY, CARLA | W-O | 0 WRITE OFF | (\$99.07) | LM | 08/31 |
| 8/31/2017 | 113624 | THOMAS, DEBRA | W-O | 0 WRITE OFF | (\$106.05) | LM | 08/31 |
| 8/31/2017 | 113569 | GILBERT, DANA | W-O | 0 WRITE OFF | (\$16.00) | LM | 08/31 |
| 8/31/2017 | 113506 | SCHIEVE, MARJI | W-O | 0 WRITE OFF | (\$63.89) | LM | 08/31 |
| 8/31/2017 | 113251 | HAYSE, NANCY | W-O | 0 WRITE OFF | (\$27.77) | LM | 08/31 |
| 8/31/2017 | 112300 | GIBSON, JANET | W-O | 0 WRITE OFF | (\$0.20) | LM | 08/31 |
| 8/31/2017 | 112098 | TUCKER, JUSTIN | W-O | 0 WRITE OFF | (\$87.48) | LM | 08/31 |
| 8/31/2017 | 111649 | ROBERTSON, CHRIS | W-O | 0 WRITE OFF | (\$85.84) | LM | 08/31 |
| 8/31/2017 | 111626 | POWELL, RICHARD | W-O | 0 WRITE OFF | (\$57.49) | LM | 08/31 |
| 8/31/2017 | 111473 | LEWIS, GEORGE M | W-O | 0 WRITE OFF | (\$29.85) | LM | 08/31 |
| 8/31/2017 | 111400 | SPRIGLER BUILDERS, | W-O | 0 WRITE OFF | (\$48.66) | LM | 08/31 |
| 8/31/2017 | 111398 | SPRIGLER BUILDERS, | W-O | 0 WRITE OFF | (\$31.23) | LM | 08/31 |
| 8/31/2017 | 111115 | WALTERS, CARLA | W-O | 0 WRITE OFF | (\$3.43) | LM | 08/31 |
| 8/31/2017 | 110841 | FROMME, NATHAN | W-O | 0 WRITE OFF | (\$224.16) | LM | 08/31 |
| 8/31/2017 | 109897 | BRANNON, KRISTEN | W-O | 0 WRITE OFF | (\$74.19) | LM | 08/31 |
| 8/31/2017 | 108047 | LOSEY, JEFFREY D | W-O | 0 WRITE OFF | (\$374.07) | LM | 08/31 |
| 8/31/2017 | 107656 | KRAJNAK, DONALD | W-O | 0 WRITE OFF | (\$29.35) | LM | 08/31 |
| 8/31/2017 | 105327 | FRENCH, TROY | W-O | 0 WRITE OFF | (\$216.17) | LM | 08/31 |
| 8/31/2017 | 105027 | BARTON, ANITA | W-O | 0 WRITE OFF | (\$117.58) | LM | 08/31 |
| 8/31/2017 | 104409 | REEL, BURLEY | W-O | 0 WRITE OFF | (\$34.21) | LM | 08/31 |
| 8/31/2017 | 102902 | HARPER, GLEN | W-O | 0 WRITE OFF | (\$40.71) | LM | 08/31 |
| 8/31/2017 | 102529 | BAIRD, CHARLES | W-O | 0 WRITE OFF | (\$168.71) | LM | 08/31 |
| 8/31/2017 | 100958 | HOBACK, DONALD | W-O | 0 WRITE OFF | (\$345.45) | LM | 08/31 |

TRANSACTION TOTALS

-18,321.74

TRANSACTION COUNT

189

TRANSACTION TYPE SUMMARY

W-O -18,321.74

* Denotes this transaction includes an overpayment.
< < < END OF TRANSACTION LISTING > > >

KIGHTLINGER GRAY
ATTORNEYS AT LAW

August 16, 2017

Russ Whelan
Chief of Police
Sellersburg Police Department
101 S. New Albany Street
Sellersburg, IN 47172

Jacob Elder, Attorney
c/o Town of Sellersburg
316 E. Utica Street
Sellersburg, IN 47172

Re: Terry and William Flowe v. Sellersburg Police Department, et al.
Clark Circuit Court, Case No. 10C01-1603-CT-043
Claim No.: IN6 170921
Our File No.: 141055

Dear Chief Whelan and Jake:

At the recent mediation in this matter, we were able to reach a settlement agreement with the Flowes on all claims against the Town of Sellersburg, the Sellersburg Police Department and Chief Whelan. The total settlement amount from all Defendants was \$730,000.00. Our portion of that, as agreed to by the insurance company, is \$50,000. As you can see, our contribution is a very small portion of the amount the Plaintiffs are receiving in full settlement of this claim.

I hope this sufficiently explains to you the lack of strength in the Plaintiffs' claim against the Town. By settling a claim where Ms. Flowe had over \$100,000 in medical expenses, as well as a traumatic brain injury that had been documented by several physicians, I believe we established fairly clearly that the Plaintiffs recognized the very real possibility that they would not get anything should the case go to trial against the Town Defendants. This settlement is more of an admission that you are not responsible than I believe we could have received. Both the Plaintiffs and the mediator thought we got out of the case for a steal and thought it would take close to six figures for us to get out of the case. Ultimately, because the Plaintiffs' insurance carrier offered as much as they did, because they recognized the potential exposure on the damages aspect of the case, were we able to get the case resolved. But, I do believe, this settlement amount is indicative of the real issues the Plaintiffs were going to have with the case and being able to prove liability on the Town Defendants. I hope you both agree.

R. JEFFREY LOWE

Partner

Bonterra Building, Suite 200
3620 Blackiston Boulevard
New Albany, IN 47150
Telephone: 812-949-2300
Fax: 812-949-8556
Email: jlowe@k-glaw.com

We entered into this settlement on the basis it would be contingent upon it being approved by the Town of Sellersburg. According to the Town's insurance policy, the insurance carrier is required to obtain the consent of the Town in order to settle the claim. Obviously, that will have to occur at a Town meeting at an open meeting. It is my understanding the next Town meeting is August 28, 2017 and I would request that this matter be put on the docket for approval. I would suggest potentially that the matter be put on the docket for the executive session that may occur prior to the full meeting. That way the specific terms of the settlement agreement can be explored and discussed in the executive session and then ultimately the proposal can be approved without getting into terms of the specifics of the settlement in the open meeting. I have successfully undertaken the same procedure multiple times with many different municipalities or counties. By discussing the settlement in this fashion, it avoids details getting out in the public that are not necessary in order for proper consideration by the Council at the open meeting. It also protects the attorney/client communications that may exist in the executive session. Accordingly, I would ask that we discuss this matter in some form or fashion prior to the August 28, 2017 Town Council meeting so that any questions about the settlement can be answered.

If the settlement is approved by the Town, then the Town's insurance carrier will pay the settlement. The language of the Release the Plaintiffs will execute to release any and all further claims against the Town will contain language that this payment is not an admission liability and that the Defendants still dispute their liability on any and all claims being asserted by the Plaintiffs. However, based on a business decision made by the Town's insurance carrier, the case will be resolved in accordance with the tentative agreement reached at the mediation.

If you would like to discuss the settlement agreement or the contents of this letter, please do not hesitate to contact me. If the Town ultimately consents to the settlement, I would request that both of you affirm that consent by affixing your signature to the bottom of this letter and return it to me so that we can confirm the consent to the insurance carrier. I look forward to hearing from you.

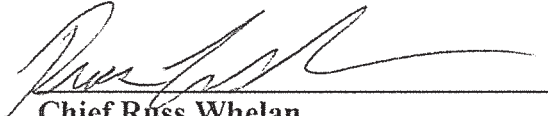
Yours very truly,


KIGHTLINGER & GRAY, LLP

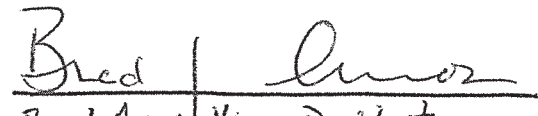


R. Jeffrey Lowe
RJL/dh
Enclosures

I agree to the terms set forth above.


Chief Russ Whelan
Sellersburg Police Department


Jake Elder, Attorney
Town of Sellersburg


Brad Amos, Vice-President
Town of Sellersburg

