

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

March 9, 2020

CALL TO ORDER

Meeting called to order by President Brad J. Amos at 6:00 p.m.

ROLL CALL OF MEMBERS:

Present: President Brad Amos, Vice President Matthew Czarnecki, 2nd Vice President Scott McVoy, Member Randall Mobley, Member Terry Langford, Town Attorney Jacob Elder, Town Manager Charlie Smith and Clerk Treasurer Michelle D. Miller.

PRAYER: Councilman Randall Mobley

PLEDGE OF ALLEGIENCE: All Present.

MOTION TO AMEND THE AGENDA:

Motion: LANGFORD Second: CZARNECKI
Amendments: Add 5-23

Vote: 5-aye, 0-nay, motion approved.

MOTION TO ADOPT THE AGENDA AS AMENDED:

Motion: LANGFORD Second: MCVOY

Vote: 5-aye, 0-nay, motion approved.

APPROVAL OF FEBRUARY 24, 2019 MEETING MINUTES:

Motion: MCVOY Second: CZARNECKI

Vote: 5-aye, 0-nay, motion approved.

ORDINANCES AND RESOLUTIONS:

1. 2020-OR-004 An Ordinance Repealing and Replacing the Employee Handbook for the Town of Sellersburg, Indiana:

1st Reading: Motion: MOBLEY Second: MCVOY Vote: 5-aye, 0-nay, motion approved.

2nd Reading: Motion: CZARNECKI Second: LANFORD Vote: 5-aye, 0-nay, motion approved.

NEW BUSINESS:

1. Approval of the 2020 Sellersburg Pool Prices:

Motion: MCVOY Second: CZARNECKI

Vote: 5-aye, 0-nay, motion approved.

2. Approval of Sprint Lease Extension presented by Jacob Elder, Town Attorney:

Motion: CZARNECKI Second: MOBLEY

Vote: 5-aye, 0-nay, motion approved.

3. RESOLUTION 2020-R-001 IC 5-23:

Discussion only. Tabled until March 30, 2020 Council Meeting.

RECEIPT OF STAFF REPORTS:

Josh Hillman (Jacobi, Toombs, & Lanz)

1. Presents change order #1 from Dan Cristiani in the amount of \$1,079.00 for Covered Bridge 1PS Wet Well Repair for approval:

Motion: MCVOY Second: MOBLEY

Vote: 5-aye, 0-nay, motion approved.

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RECEIPT OF STAFF REPORTS (continued):

Charlie Smith, Town Manager

1. Presents quote from Raatz Fence Co., in the amount of \$6,200.00 for fence at 2807 Utica Pike (Water Facility) for approval (to be paid from Water Capital Improvement Fund):
Motion: CZARNECKI Second: MOBLEY Vote: 5-aye, 0-nay, motion approved.
2. Advises the Council of a staff change for the Water Distribution Operator and welcomes Bill Rigdon as the new Water Distribution Operator.
3. Advises that the Street and Sanitation Supervision position has been posted.
4. Advises he has a meeting scheduled with the Clarksville Town Manager reference partnership programs.
5. Advises the Comprehensive Plan Steering Committee will have Community Input meetings on March 19th at the Town Hall and April 1st at Covered Bridge and both meetings will be from 4:00 p.m. to 6:00 p.m.
6. Congratulates the Silver Creek Boys Basketball team.

Jacob "Jake" Elder, Town Attorney

1. Presents Consumer Health Account Plan Management Agreement for approval upon his review:
Motion: MOBLEY Second: MCVOY Vote: 5-aye, 0-nay, motion approved.
2. Requests Council give approval for Town Manager to sign any and all documents that have been approved at a Council meeting on the Council's behalf:
Motion: CZARNECKI Second: MCVOY Vote: 5-aye, 0-nay, motion approved.

COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):

Randall Mobley, District 2

1. Invites citizens to attend the meetings.
2. Advises he is thankful for Charlie.

Terry Langford, District 4

1. Advises town employee Cliff Hardin's father passed away and town employee Robin Samples brother passed away.

Brad J. Amos, District 3

1. Invites citizens to attend the Comprehensive Plan meetings on March 31st and April 1st.
2. Congratulates the Silver Creek Boys Basketball Team.
3. Advises that two employees lost siblings.
4. Advises we will be taking care of potholes in the next few weeks.
5. Asks for a motion to change the March 23rd Council Meeting to March 30th:
Motion: LANGFORD Second: CZARNECKI Vote: 5-aye, 0-nay, motion approved.

Scott McVoy, District 1

1. Asks Charlie about signs and Charlie advises him to email him a list.
2. Thanks all Town Employees and reminds everyone to be mindful of school buses and traffic.
3. Thanks Charlie Smith.
- 4.

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Matthew Czarnecki, At-Large

1. Talks about the fatality accident that happened over the weekend and advises a lot of students from Silver Creek witnessed it.

ADJOURN:

Motion to adjourn the meeting at 6:56 p.m.

Motion: MCVOY

Second: CZARNECKI

Vote: 5-aye, 0-nay, motion approved.

Minutes approved this _____ day of _____, **2020**

Brad J. Amos, Council Member

Matt Czarnecki, Council Member

Scott McVoy, Council Member

Terry Langford, Council Member

Randall Mobley, Council Member

Attest: Michelle D. Miller, Clerk Treasurer

Note: All approved contracts/agreements can be located in Gateway using the following link:
<https://gateway.ifionline.org/public/contract-search/>

Approved Minutes, Ordinances and Resolutions are located on the Clerk Treasurer's Website at www.sellersburgclerk.com

Sellersburg Pool 2020

415 Oak St.

Sellersburg, IN 47172

812-246-8067

Open Memorial Day Weekend-Labor Day Weekend

Monday-Friday 12:00p-6:00p

**Twilight Swim every Thursday until 8 p.m.*

Saturday 11:00a-6:00p

Sunday 1:00p-6:00

BACK TO SCHOOL HOURS BEGIN JULY 29

Tuesday 4:00 p-7:00p

Wednesday 4:00 p-7:00p

Thursday 4:00p-7:00p

Saturday 10:00a-6:00p

Sunday 1:00p-6:00p

The pool will close early (4:30 p.m.) to host swim meets on
(June 8, June 15, June 29, and July 6)

Daily Admission (4 & over).....\$5

Season Pass\$50

Swim Lessons ...(8- 30 min. sessions)\$80

Private lessons ...(6- 30 min. sessions.....\$125

Water aerobics (Tuesday/Wednesday/Sunday).....\$5 or pass

Dive-in Movies\$5 or pass

Party Information

Times: 6:15-7:45 8:00-9:30 6:00-9:00

Pricing:

1 ½ hour party under 100.....\$250

1 ½ hour party 100+\$300

3 hour party\$450

Sellersburg Pool Concessions

Sandwiches and Snacks

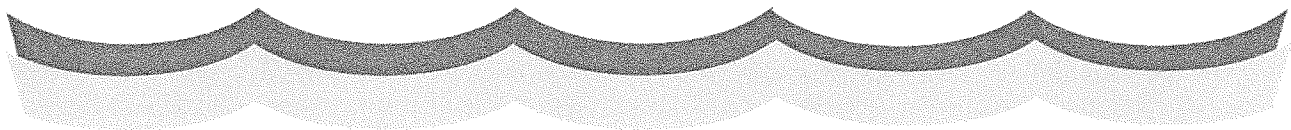
Hot dogs.....	\$1.50
Soft Pretzel w/ Salt and Cheese.....	\$2.00
Cinnamon Pretzel w/ icing.....	\$2.00
Nachos.....	\$2.25
Pickle.....	\$1.00
Chips.....	\$0.75
Hamburger.....	\$2.25
Cheeseburger.....	\$2.50
Peanut Butter Crackers.....	\$1.00
Fruit Cup.....	\$1.00
Granola Bar.....	\$1.00
Uncrustable.....	\$1.50
Applesauce.....	\$1.00
Beef Jerky.....	\$1.00

Candy and Frozen Treats

Frozen Pickle Juice.....	\$0.25
Push Pops(sucker).....	\$0.75
Snickers.....	\$1.25
Reeses Cups.....	\$1.25
Kit Kat.....	\$1.25
M&Ms/Peanut M&Ms.....	\$1.25
Cookies.....	\$0.75
Snow Cone.....	\$1.50
Drumstick.....	\$2.00
Freeze Pop.....	\$0.50
Starbursts/Nerds Rope.....	\$1.00

Drinks

Bottled Water.....	\$1.00
Coke.....	\$2.00
Sprite.....	\$2.00
Diet Coke.....	\$2.00
Lemonade.....	\$2.00
Root Beer.....	\$2.00
Green Tea Citrus.....	\$2.00
Sweet Tea.....	\$2.00
Juice Box.....	\$1.00
Gatorade.....	\$2.00



FIRST AMENDMENT TO PCS SITE AGREEMENT

This First Amendment to PCS Site Agreement (this “**Amendment**”), effective as of the date last signed below (“**Effective Date**”), amends a certain PCS Site Agreement dated February 29, 1996, between Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P., successor in interest to Majorco, L.P., a Delaware limited partnership previously referred to as “MLP” (“**Sprint**”), and Town of Sellersburg, Indiana, successor in interest to River Water Company, Inc. (“**Owner**”) (the “**Agreement**”).

BACKGROUND

WHEREAS, the Agreement is set to expire on February 27, 2021, and Sprint and Owner desire to extend the term of the Agreement.

WHEREAS, Sprint and Owner desire to modify certain provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Sprint agree as follows:

1. **Term.** Section 2 of the Agreement is amended by adding the following:

The current term of the Agreement will expire on February 27, 2021. Notwithstanding anything to the contrary in the Agreement, Sprint is granted three (3) additional renewal terms of five (5) years each (each an “Additional Renewal Term”). The Agreement will automatically renew for each Additional Renewal Term without any further action unless Sprint gives written notice of its decision not to renew before expiration of the then current term.

2. **Modification to Rent.** Section 3 of the Agreement is amended by adding the following:

Notwithstanding anything to the contrary in the Agreement, starting on February 28, 2021 and every year thereafter, Sprint will pay annual rent in equal annual installments of Twenty-Four Thousand Eight Hundred Eight-Three and 20/100 Dollars (\$24,883.20) annual rent for any partial years will be prorated. Annual rent will escalate by twenty percent (20%) on February 28, 2026 and every Additional Renewal Term thereafter.

Sprint’s obligation to pay rent is contingent upon Sprint’s receipt of an IRS-approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom payment is to be made payable as directed in writing by Owner. Owner agrees to enroll for automated payment no later than thirty (30) days from the Effective Date. All of Sprint’s payment obligations set forth in the Agreement are conditioned upon Owner’s timely enrollment for automated payment. Owner may obtain electronic payment enrollment forms by contacting Sprint’s “Landlord Solutions” department at 800-357-7641 or by submitting a ticket for direct deposit via <https://landlordsolutions.sprint.com/>.

3. **Notice Address.** Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service addressed to the recipient party as follows:

To Owner: Town of Sellersburg, Indiana
316 E. Utica St.
Sellersburg, IN 47172

To Sprint: Sprint Property Services
Sprint Site ID: LV03XC023-A
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint Law Department
Sprint Site ID: LV03XC023-A
Attn.: Real Estate Attorney
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

Owner or Sprint may from time to time designate any other address for this purpose by written notice to the other party.

4. **Termination.** Section 11 of the Agreement is amended by adding the following:

Sprint may terminate the Agreement after thirty (30) days' written notice to Owner only if (i) if any environmental report for Owner's Property reveals the presence of any Hazardous Substance; (ii) if Sprint, after exercising proper diligence, does not obtain or maintain any license, certificate, permit, approval or other authorization necessary for the construction and operation of the PCS in the manner intended by Sprint; (iii) if Sprint is unable to occupy and utilize the Leased Space or the PCS due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; (iv) if Sprint determines that the Site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, or the PCS or the communications systems to which the PCS belong become unacceptable for its network needs; or (v) if any portion of the Site or the PCS is damaged, destroyed, condemned or transferred in lieu of condemnation.

5. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

e. The parties shall execute concurrently with this Amendment a recordable Memorandum of Amendment attached to this Amendment as Exhibit B-1, which Sprint may record at its own expense in the real property records where the Site is located.

The parties have executed this Amendment as of the Effective Date.

Owner:

Sprint:

Town of Sellersburg, Indiana

Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

By: _____
(please use blue ink)

Printed Name: _____

Title: _____

Date: _____, 201__

By: _____

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: _____, 201__

EXHIBIT B-1
(MEMORANDUM OF AMENDMENT)

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Property Services
Sprint Site ID: LV03XC023-A
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF AMENDMENT

THIS MEMORANDUM OF AMENDMENT (this "Memorandum"), by and between Town of Sellersburg, Indiana ("**Owner**") and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), a Delaware limited liability company ("**Sprint**"), evidences the PCS Site Agreement made and entered into between Owner and Sprint dated February 29, 1996 (the "**Agreement**") has been amended by written agreement between the parties (the "**Amendment**"). The term "Agreement" hereinafter refers to and includes the Amendment.

This Memorandum amends that certain Memorandum of PCS Site Agreement recorded with the Office of County Recorder, County of Clark, State of Indiana, as document number 1325 on January 28, 1997.

The Agreement provides in part that Owner leases to Sprint certain real property owned by Owner and located at 16 Laurel Drive, City of Jeffersonville, County of Clark, State of Indiana ("**Site**") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is legally described in Exhibit A attached hereto. The portion of the Site leased to Sprint together with non-exclusive utility and access easements is further described in the Agreement.

Commencing on February 28, 2021, the term of Sprint's lease and tenancy under the Agreement, as amended by the Amendment, is three (3) terms of five (5) years each that may be exercised by Sprint.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year indicated below.

Owner:
Town of Sellersburg, Indiana

Sprint:
Sprint Spectrum Realty Company, LLC,

a Delaware limited liability company

By: _____ (NOT FOR EXECUTION)
(please use blue ink)

Printed Name: _____

Title: _____

Date: _____

By: _____ (NOT FOR EXECUTION)

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: _____

EXHIBIT A
TO MEMORANDUM OF AMENDMENT

Description of Lease Area (C023 - B1

95-442.20

A 74 feet by 90 feet portion of a tract of land located on the South side of River Oaks Drive in Jeffersonville, Indiana conveyed to Professional Communications Inc. of record in Deed Drawer 3 Instrument No. 3063 and Deed Drawer 27 Instrument No. 16480 and Riverside Water Company, Inc. of record in Deed _____ and Instrument No. _____ in the Office of Recorder, Clark County, Indiana and described as follows (Bearings rotated to adjust to GRID NORTH):

BEGINNING at the most Westerly corner of Inlot "A" as shown on Plat of River Oaks of record in Plat Book 11, Page 19 in aforesaid Recorder's Office, thence with said "A" Northwesterly line North 55 degrees 24 minutes 46 seconds East 127.22 feet to a point, thence leaving said line South 34 degrees 35 minutes 14 seconds East 8.77 feet to a fence corner, the TRUE POINT OF BEGINNING; thence with said fence lines South 38 degrees 18 minutes 44 seconds East 90.13 feet, South 54 degrees 13 minutes 46 seconds West 74.29 feet, North 35 degrees 27 minutes 18 seconds West 89.35 feet, and North 53 degrees 39 minutes 37 seconds East 69.80 feet to the point of beginning.

PCS SITE AGREEMENT

Site I. D. LVO3XLD23BI 12-18-95

1. Premises and Use. Owner leases to MajorCo. L. P., a Delaware limited partnership ("MLP"), d/b/a Sprint Telecommunications Venture, the site described below:

[Check appropriate box(es)]

- ☒ Real property consisting of approximately 400 square feet of land;
☐ Building interior space consisting of approximately _____ square feet;
☐ Building exterior space for attachment of antennas;
☐ Building exterior space for placement of base station equipment;
☒ Tower antenna space;

☒ Space required for cable runs to connect PCS equipment and antennas, in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of MLP, source of electric and telephone facilities. The Site will be used by MLP for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. MLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. **Subject to Current Approval*

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") MLP signs this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless MLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. Until the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site, the rent will be \$100.00, the receipt of which Owner acknowledges. Thereafter the annual rent will be \$ 10,000 partial years to be prorated. The annual rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by Twenty percent (20%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that MLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as MLP is not in default beyond the expiration of any cure period, and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. MLP will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, MLP may assign or sublet without Owner's prior written consent to any party controlling, controlled by or under common control with MLP or to any party which acquires substantially all of the assets of MLP.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. MLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with MLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, MLP may remove its equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear.

8. Compliance with Laws. Owner represents that Owners property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. MLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. MLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when MLP desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment which results in technical interference problems with MLP's then existing equipment.

10. Utilities. Owner represents that utilities adequate for MLP's use of the Site are available. MLP will pay for all utilities used by it at the Site. Owner will cooperate with MLP in MLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

*including all installation costs

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

11. Termination. MLP may terminate this Agreement at any time by notice to Owner without further liability if MLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if MLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent shall be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and MLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. MLP shall not introduce or use any such substance on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by MLP, Owner agrees promptly to execute and deliver to MLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B and C

OWNER: Riverside Delaware Company, Inc.

By: Paul J. Starn

Its: VP

S.S. (Tax No.) 35-6047349

See Exhibit A1 for continuation of Owner signatures

Address: 437 SPAIN ST

JORDANSVILLE, IN 47130

Date: 2-29-96

MAJORCO, L.P., a Delaware limited partnership

By: Paul J. Starn

Its: Director Equity + Operations

Address: 9400 WEBB BLVD

LOUISVILLE KY 40223

Date: 2/29/96

EXHIBIT B

Site Name ALLISON LANE

PCS Site Agreement
Bimside
Insurance

Site I. D. LVO3XC023B1

MLP will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner.

Owner Initials

AL

MLP Initials

JS

EXHIBIT C

Site Name Arllison Lane

PCS Site Agreement

Site I. D. LV03X1023 B1

Full Rent Commencement

Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, the period covered by the \$100.00 rental payment will terminate and MLP will be obligated to commence the payment of the full rental amount due hereunder after the expiration of six (6) full calendar months following the Commencement Date.

Owner Initials

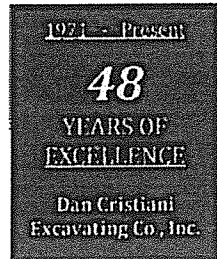
AS

MLP Initials

MLP



DAN CRISTIANI EXCAVATING CO., INC.
1221 Old Hwy. 31E
P.O. Box 2427
Clarksville, IN 47131-2427
PHONE (812)282-9866 Fax (812)282-9908



Change Order

To: Town of Sellersburg
ATTN: Mark Lasey
DATE: 3/2/2020
JOBSITE: Covered Bridge Lift Station #1

Scope of work:

After investigation and examination of the pump station components we have determined that it would be in the Towns best interest to leave in place the existing pump bases and replace the outlet pipes instead. As the outlet pipes going to the valve vault have severe corrosive damage making it difficult to connect new pipes and apparatus to them. The difficult part of installing new pipes between lift station and valve vault is that the control cabinet and the transfer switch will have to be temporarily supported to accomplish this procedure. During our investigation we also believe the main cause for the desecration of the lift station walls is because of the existing force main dumping into and splashing the walls. We are proposing to install a drop on this 4" force main to get it under the normal sewer elevation to eliminate the splashing effect.

Delete pump base replacement	Material (\$3,250.00)
	Labor (\$2,000.00)

Add pipes and connecting sleeves to valve vault (Includes supporting control panels and transfer switch)	Material \$902.00
	Labor \$4,200.00

Extend 4" force main below normal level	Material \$277.00
	Labor \$950.00

Total Add \$1,079.00

Equal Opportunity Employer

Town of Sellersburg, Indiana
Covered Bridged 1 PS Wet Well Repair
DIVISION 0 - CONTRACTING
Section 006363 – Change Order

Change Order No.1

Date of Issuance: March 9, 2020	Effective Date: March 9, 2020
Owner: Town of Sellersburg	Owner's Contract No.:
Contractor: Dan Cristiani Excavating Co., Inc.	Contractor's Project No.:
Engineer: Jacobi, Toombs & Lanz	Engineer's Project No.: 20030
Project: Covered Bridge 1 PS Wet Well Repair	Contract Name: Covered Bridge 1 PS Wet Well Repair

The Contract is modified as follows upon execution of this Change Order:

Description: This change order includes the replacement of additional station piping due to corrosion (\$5,102.00), adding an internal drop to the existing force main discharging into the wet well (\$1,227.00), and removing the replacement of the pump bases from the scope of work (-\$5,250.00)

Attachments: Write up from Contractor detailing changes.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 99,700.00	Original Contract Times: Substantial Completion: <u>5 days from Notice to Proceed</u> Ready for Final Payment: <u>Following equipment removal.</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 99,700.00	Contract Times prior to this Change Order: Substantial Completion: <u>5 days from Notice to Proceed</u> Ready for Final Payment: <u>Following equipment removal.</u> days or dates
Increase of this Change Order: \$ 1,079.00	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ 100,779.00	Contract Times with all approved Change Orders: Substantial Completion: <u>5 days from Notice to Proceed</u> Ready for Final Payment: <u>Following equipment removal.</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)

Title: Engineer II
Date: 03/06/2020

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)

Title: Town President
Date: 3-9-2020

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Title: VP
Date: 3/10/2020

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Acceptance to constitute a contract between us. This bid to hold for a period of 30 days from date. Terms: Net 15 days following date of invoice.

DAN CRISTIANI EXCAVATING CO., INC.

ACCEPTED

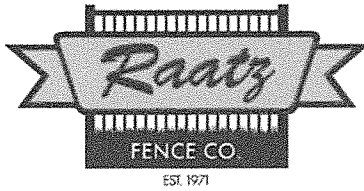
BY Chris Jackson

BY _____

DATE _____

J:\ESTIMATES\2020 ESTIMATES\Sellersburg Sewer\Change Order 1.docx

Equal Opportunity Employer



Raatz Fence Company
3050 Element Ln
PO Box 99483
Louisville, KY 40269-0483
phone 502.267.7777
fax 502.266.6756

March 7, 2020

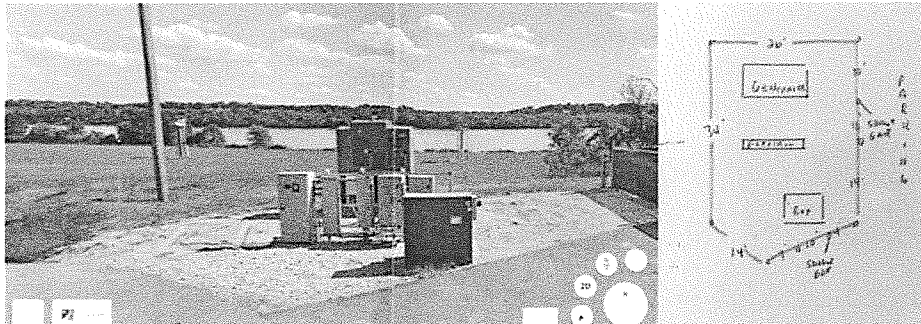
Town of Sellersburg
316 East Utica Street
Sellersburg, IN 47172
Attn: Charles Smith
Office: 812.246.3821 +9
Mobile: 502.475.8623
E-mail: csmith@sellersburg.org

Re: 2807 Utica Pike – Water Facility

- Furnish and install approx. 130 linear feet of fencing to enclose the utility boxes pictured below.
- Included are (2) 10' single swing gate systems for vehicle access.
- Wire specifications: 72" galvanized 9-gauge mesh. Green colored PDS bottom lock privacy slats. 3 strands barbed wire overall.
- 40 weight pipe specifications: 4" OD hinge posts, 2-1/2" OD terminals, 2" OD lines, 1-5/8" OD top rail.
- Posts are to be installed through gravel in concrete footers.
- Raatz will coordinate public and private utility locates.

Total charge

\$6,200.⁰⁰



The price is guaranteed for 30 days from the date of the proposal.

TERMS: BALANCE BILLED DATE OF COMPLETION. Any delinquent accounts shall accrue interest of 1½% per month of the unpaid balance. Should Raatz Fence Company place said account for collection, customer promises to pay Raatz Fence Company all reasonable costs, including attorney's fees, even though no suit is filed.

CONDITIONS: Customer hereby assumes full responsibility for the location of the line upon which said materials are to be installed. Raatz Fence Company is not licensed to perform or determine property boundaries. Customer to locate all underground cables or pipes. Raatz Fence Company is not responsible for any unmarked private utilities including but not limited to septic lines, irrigation systems, and swimming pool equipment. Customer agrees to defend, hold harmless, and indemnify installer and Raatz Fence Company from and against claims, liabilities and expenses for trespassing and other damage or loss arising out of the location of said fence material on the line specified by customer. All warranties void on account past 30 days.

Raatz Fence Company reserves the right to make additional charges to the customer in the event unusual ground conditions, such as rock formation, impede the installation herein described. Such charges shall be based on actual additional labor and equipment required.

Acceptance of proposal -- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Mark Legel
Raatz Fence Co. Representative

Customer Signature

Date