

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES
NOVEMBER 28, 2022 | 316 E UTICA STREET**

CALL TO ORDER

President Brad Amos called the meeting to order at 6:00 p.m.

ROLL CALL OF MEMBERS:

Present: President Brad Amos, Second Vice President Terry Langford, Member Randy Mobley, Member Matt Czarnecki, Town Manager Charlie Smith, Town Attorney Jacob Elder and Clerk Treasurer Michelle Miller.

Absent: Vice-President Scott McVoy

Motion to give all full time employees a \$250.00 Christmas Bonus:

MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

PRAYER AND PLEDGE OF ALLEGIENCE

MOTION TO AMEND THE AGENDA TO ADD LIBS PAVING CHANGE ORDER:

MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF MINUTES:

MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF ALLOWANCE CLAIMS:

MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

APPROVAL OF PAYROLL ALLOWANCE DOCKET:

MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

ORDINANCE 2022-OR-027 | AMENDING THE UNIFORM/CLOTHING ALLOWANCE FOR POLICE OFFICERS:

1ST Reading: Motion/Second: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Waive 2nd Reading: Motion/Second: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Motion to close the regular meeting and open the public hearing for additional appropriations:

Motion/Second: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Motion to close the public and re-open the regular meeting:

Motion/Second: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

ORDINANCE 2022-OR-028 | APPROVING ADDITIONAL APPROPRIATIONS FOR THE PLANNING AND ZONING FUND IN THE AMOUNT OF \$50,000.00:

1ST Reading: Motion/Second: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

Waive 2nd Reading: Motion/Second: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

Approval: Motion/Second: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

**SELLERSBURG TOWN COUNCIL
MEETING MINUTES
NOVEMBER 28, 2022 | 316 E UTICA STREET**

RECEIPT OF STAFF REPORTS:

TOWN MANAGER | CHARLIE SMITH:

Gives updates on various projects

TOWN ENGINEER | JACOBI TOOMBS & LANZ | LORI WYATT:

Gives project status updates

Presents change order for Lib's Paving in the amount of \$24,573.75 for approval:

Motion/Second: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Requests approval for Council President to sign the Sewer Services and Extension Agreement for M2D Holdings LLC for the Meyer Meadows and Sunset Hills Section 4 Sewer Permits:

Motion/Second: CZARNECKI/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

TOWN ATTORNEY | JACOB C. ELDER:

Advises that the agreement with Fairview Farms has been signed.

Requests permission to add the 2018 Peterbilt Loadmaster to the Ordinance from the last meeting:

MOTION/SECOND: CZARNECKI/MOBLEY VOTE: 4-aye, 0-nay, motion approved.

ADJOURNMENT:

Motion/Second to adjourn: MOBLEY/LANGFORD VOTE: 4-aye, 0-nay, motion approved.

Time adjourned: 6:48 p.m.

Minutes approved this 12TH day of DECEMBER, 2022

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

SEWER SERVICES AND EXTENSION AGREEMENT

THIS SEWER SERVICES AND EXTENSION AGREEMENT (hereinafter referred to as this “Agreement”), executed this 2nd day of August, 2022, by and between:

TOWN OF SELLERSBURG, INDIANA, with its principal office at Sellersburg Town Hall, 316 East Utica Street, Sellersburg, IN 47172 (the “Town”), and

M2D HOLDINGS, LLC, with its principal office at 4206 Charlestown Road, New Albany, IN 47150 (the “Developer”)

WITNESSETH:

WHEREAS, Developer now owns approximately fifty-five (55) acres of real estate located in the unincorporated territory of Clark County, Indiana, as more particularly described and shown on the plat attached hereto as Exhibit “A” and incorporated herein by reference (the “Real Estate”); and,

WHEREAS, Developer intends to develop the Real Estate into a residential subdivision development consisting of approximately one hundred fifty-eight (158) lots (the “Lots”) to be known as Fairview Farms (collectively referred to as the “Development”); and,

WHEREAS, the Town presently provides municipal sanitary sewage collection and disposal service in and around the Town in Clark County, Indiana, including without limitation, to the Development; and,

WHEREAS, the parties acknowledge that the existing sanitary sewer that will service the Development has insufficient hydraulic capacity to serve the Development or other future users; and,

WHEREAS, the parties desire to provide for an extension of sanitary sewage collection and disposal services with sufficient capacity to the Development upon the terms and conditions provided for herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application for Service and Extension. Developer proposes to tie-in to an existing sewer main and extend sufficient sanitary sewer services for the demand of the Development (collectively referred to as “Improvements” and defined herein below). Town and Developer agree that Developer shall, at its sole cost and expense, furnish the necessary contractor, labor and materials for said Improvements.

2. Improvements. In addition to constructing the sanitary sewer system for the Development per the specification of the Town, the Developer shall install two (2) new pumps [4RCX400M2-43 (40 HP, 460V, 3-phase)] and a control panel upgrade, which have been approved in writing by the Town's engineering firm.

3. Sewer Taps. The parties agree that in exchange for the installation of the Improvements, the Town shall reserve one hundred fifty-eight (158) sewer taps (the "Reserved Sewer Taps") for use in the Development. Said sewer taps shall only be reserved until January 1, 2029 (the "Expiration Date"). Any Reserved Sewer Taps not fully paid for or utilized by the Expiration Date will become unreserved and revert back to any and all persons seeking a sewer tap.

4. Waiver of Remonstrance and Recordation. Pursuant to Ind. Code § 36-9-22-2, Developer, as owner of Lots and Development, in consideration of this Agreement, waives the right to remonstrate against any annexation by the Town. This waiver shall run with the land and be binding on all future successors of said Lot or Development. This Agreement shall be recorded in the Recorder's Office of Clark County, Indiana by the Developer within ten (10) days upon execution by both parties with a filed stamped copy forward to the Town.

5. Miscellaneous.

- a. Notice. All Notices or other communications required to be given hereunder shall be given in writing and shall be deemed to have been fully given on the date mailed if mailed by first-class United States mail, postage prepaid, to the following addresses:

If to the Town: Town of Sellersburg, Indiana
 c/o Sellersburg Clerk-Treasurer
 316 East Utica Street
 Sellersburg, IN 47172

If to Developer: M2D HOLDINGS, LLC
 Attn: Brad Benson
 720 Rolling Creek Drive, Suite 106
 New Albany, IN 47150

Or other such addresses as the parties may specify by subsequent notice.

- b. Successors. The covenants, agreements, and obligations herein contained shall extend to, bind and inure to the benefit of the parties and respective successors and assigns.
- c. Assignment. Either party may assign its rights under this Agreement.
- d. Entire Agreement. This Agreement, along with the exhibits attached hereto, constitutes the entire agreement among the parties regarding its subject matter. It

supersedes any prior agreement or understanding among them and it may not be modified or amended in any manner other than as set forth herein.

- e. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any of its provisions.
- f. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed as original, but all of which shall constitute one and the same instrument. This Agreement may contain more than one counterpart of the signature page and may be executed by affixing of the signatures of each of the parties hereto to one of the counterpart signature pages. All such counterpart signature pages shall be read as one, and they shall have the same for a dn effect as though all of the signers had signed a single signature page.
- g. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all responses as if such invalid or unenforceable provision were omitted.
- h. Modification. No change or modification of this Agreement shall be valid unless the same is in writing and duly executed by all parties hereto, or their duly authorized successors and assigns.
- i. No Waiver. Any waiver or any provision of this Agreement must be in writing and signed by all parties to have effect. No waiver of any provision of this Agreement shall constituted waiver of any other provisions hereof (whether or not similar) or a continuing waiver. The performance by any of the parties hereto of any act not required of it under the terms and conditions of this Agreement will not constitute a waiver of the parameters for any limitation on its obligations under this Agreement, and no such performance shall stop such partying from asserting such parameters or limitations as to any further or future performance of its obligations.
- j. Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be delivered, all such other documents and instruments, and will take all such other actions as the other party may reasonably request.

[Intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Town of Sellersburg, Indiana, by the undersigned as its duly authorized representatives, has executed this Agreement effective as of the date first above written.

For "Town":

TOWN OF SELLERSBURG, INDIANA

[Signature]
By: *Charlie Smith per Council Vote*

Attested by:

Michelle D. Miller
Michelle D. Miller, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF CLARK)

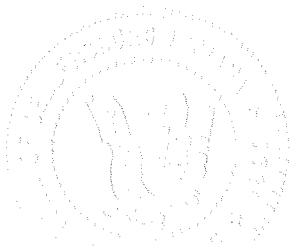
Before me, a Notary Public in and for the County and State reference above, personally appeared, *Charlie Smith*, whom having been first duly sworn, acknowledged the execution of the forgoing Sewer Services And Extension Agreement and state that the representations contained herein are true and voluntarily executed same on behalf of said entities.

Witness my hand and Notarial Seal this *6th* day of *December*, 2022.

[SEAL]

Michelle D. Miller
Notary Public
Printed name: *Michelle D. Miller*

I am a resident of *Clark* County, *Indiana*
My commission expires: *12/31/2023*



IN WITNESS WHEREOF, the Developer, M2D Holdings, LLC, by the undersigned as its duly authorized representatives, has executed this Agreement effective as of the date first above written.

For "Developer":

M2D HOLDINGS, LLC

David A. Schuler

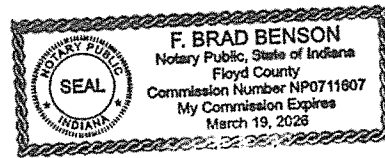
By: David A. Schuler, Member

Attested by:

F. Brad Benson

By: F. Brad Benson

STATE OF INDIANA)
 FLOYD) SS:
COUNTY OF CLARK)



Before me, a Notary Public in and for the County and State reference above, personally appeared, David A. Schuler, as member of M2D Holdings, LLC, an Indiana limited liability company, whom having been first duly sworn, acknowledged the execution of the forgoing Sewer Services And Extension Agreement and state that the representations contained herein are true and voluntarily executed same on behalf of said entities.

Witness my hand and Notarial Seal this 11th day of November, 2022.

[SEAL]

F. Brad Benson
Notary Public
Printed name: F. Brad Benson

I am a resident of Floyd County, IN
My commission expires: 3-19-26

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Jacob C. Elder

This instrument was prepared by Jacob C. Elder, attorney for the Town of Sellersburg, and return after recording to Clerk-Treasurer Town of Sellersburg, Indiana, 316 E. Utica Street, Sellersburg, IN 47172 with a copy sent to Jacob C. Elder at 2500 Forest Creek Court, Lanesville, Indiana 47136.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
TOWN OF SELLERSBURG, IN
316 EAST UTICA STREET
SELLERSBURG, IN 47172

FROM CONTRACTOR:
LIBS PAVING COMPANY, INC.
6931 ATKINS ROAD
FLOYDS KNOBS, IN 47119

CONTRACT FOR:

PROJECT:
2022 CCMG TOWN OF SELLERSBURG

VIA ENGINEER:
JACOBI, TOOMBS, AND LANZ
1829 EAST SPRING STREET
NEW ALBANY, IN 47150

APPLICATION NUMBER: 1
PERIOD FROM: 3/1/2022
PERIOD TO: 8/31/2022

CONTRACT DATE: 3/1/2022
ARCHITECT JOB NO. 21108

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
CONSTRUCTION
MANAGER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,427,929.71
2. Net Change By Change Orders.....	\$	177,464.01
3. CONTRACT SUM TO DATE (Line 1 +2).....	\$	1,427,929.71
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$	34,573.75

5. RETAINAGE:

a. 5% of Completed Work (Columns D & E on G703)	\$	-
b. 5% of Stored Material (Column F on G703)	\$	-

Total Retainage (Line 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE.....	\$	34,573.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	34,573.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 36,000.00	\$ -
Total Approved this Month	\$141,464.01	-
TOTALS	\$ 177,464.01	\$ -
NET CHANGES by Change Order	\$	177,464.01

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR:

BY: [Signature] State of: Indiana County of: Floyd DATE 11-17-22

Subscribed and sworn before me this 17th day of November 2022
Notary Public: [Signature]
My Commission Expires: 03/30/2029

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 34,573.75
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR: [Signature] Date: 11-17-2022


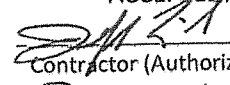
ARCHITECT:
By: [Signature] Date: _____
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CCMG: \$8,573.75 NON CCMG: \$26,000

Town of Sellersburg Indiana
 2021-2 Community Crossings Grant Funded Street Paving Project
Change Order

Attachments: Libs Paving Company Inc. memo dated April 8, 2022]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Current Contract Price: <u>\$1,286,465.70</u>	Original Contract Times: Substantial Completion: <u>August 31, 2022</u> Substantial Completion: <u>August 31, 2022</u>
\$ Increase of this Change Order: <u>\$141,464.01</u>	[Increase] of this Change Order: Substantial Completion: <u>0 Working Days</u> Ready for Final Payment: <u>0 Working Days</u>
Contract Price incorporating this Change Order: <u>\$1,427,929.71</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Aug 31, 2022</u> Ready for Final Payment: <u>Aug 31, 2022</u>

<p style="text-align: center;">RECOMMENDED:</p> <p>By: <u></u> _____ Engineer (if required)</p> <p>Title: <u>Engineer</u> _____</p> <p>Date: <u>11/15/2022</u> _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ _____ Owner (Authorized Signature)</p> <p>Title _____ _____</p> <p>Date _____ _____</p>	<p style="text-align: center;">ACCEPTED:</p> <p>By: <u></u> _____ Contractor (Authorized Signature)</p> <p>Title <u>President</u> _____</p> <p>Date <u>11-17-22</u> _____</p>
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Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



PACCAR MEXICO, S.A. de C.V.

DATE OF MFG

FECHA DE FABRICACION

IDENTIFICATION NO

NUM. DE IDENTIFICACION

CAB

CUSINA

CAB. SERVO

PLANTING

PERSON

MODEL

MAIN TRANS

TRAXION PRINCIPAL

FRONT AXLE

EXP. DELANTERO

FRONT REAR AXLE

EXP. TRASERO DERECHERA

REAR REAR AXLE

EXP. TRASERO IZQUIERDA

América
CALLE 1404-1700
TEL: 47474747
20 de Mayo, 10 de Julio
Boulevard, Ciudad de México



Lens



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