

# Town of Sellersburg

## Town Council Meeting Minutes

### June 10, 2024

#### CALL TO ORDER

President Brad Amos called the meeting to order at 6:04 p.m.

#### ROLL CALL OF MEMBERS:

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

**Absent:** Member Matt Czarnecki

#### PRAYER AND PLEDGE OF ALLEGIENCE

#### MOTION TO AMEND THE AGENDA:

Motion made to amend the agenda to remove item #1, Clark County Animal Shelter Interlocal Cooperation Agreement, under New Business:

M|S|V: McVoy | Langford | 4-aye, 0-nay, motion approved.

#### APPROVAL OF MINUTES:

M|S|V: McVoy | Langford | 4-aye, 0-nay, motion approved.

#### APPROVAL OF ALLOWANCE CLAIMS:

M|S|V: McVoy| Mobley | 4-aye, 0-nay, motion approved.

#### APPROVAL OF MAY 2024 PAYROLL ALLOWANCE DOCKET:

M|S|V: McVoy | Langford | 4-aye, 0-nay, motion approved.

#### NEW BUSINESS:

1. CLARK COUNTY ANIMAL SHELTER INTERLOCAL COOPERATION AGREEMENT:  
REMOVED FROM AGENDA
2. WEBER GROUP CF-1 TAX ABATEMENT 2024 PAYABLE 2025 PRESENTED
3. INDOT UTILITY AGREEMENT FOR \$518,619.11 ON PROJECT DES. NO. 1700111 :  
M|S|V: McVoy | Langford | 4-aye, 0-nay, motion approved.

#### RECEIPT OF STAFF REPORTS:

TOWN MANAGER, CHARLIE SMITH: Gives various updates/information.

TOWN ENGINEER, JACOBI, TOOMBS & LANZ: Mike Harris presents project status report

#### ADJOURNMENT:

MSV: McVoy | Mobley | 4-aye, 0-nay, motion approved.

Time adjourned: 6:40 p.m.

Minutes approved this 24<sup>th</sup> day of JUNE, 2024

\_\_\_\_\_  
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

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

**Agenda for**  
**June 10, 2024 at 6:00 p.m.**

**CALL TO ORDER AND ROLL CALL OF MEMBERS:**

**PRAYER:**

**PLEDGE OF ALLEGIANCE:** All Present.

**MOTION TO AMEND/ADOPT THE AGENDA AS PRESENTED:**

**APPROVAL OF MINUTES:**

Approval of minutes as submitted by the Clerk-Treasurer.

**APPROVAL OF ALLOWANCE CLAIMS:**

**APPROVAL OF PAYROLL ALLOWANCE DOCKET:**

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

**ORDINANCES AND RESOLUTIONS:**

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

1. Clark County Animal Shelter Interlocal Cooperation Agreement
2. Weber Group CF-1 Tax Abatement | 2024 Payable 2025
3. INDOT Utility Agreement | Project Des. No.: 1700111 | \$518,619.11

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

**RECEIPT OF STAFF REPORTS:**

Charlie Smith, Town Manager  
Chief Russ Whelan  
Mike Harris (Jacobi, Toombs, & Lanz)  
Jacob "Jake" Elder, Town Attorney

**COMMENTS FROM COUNCIL MEMBERSHIP (Good of the order):**

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

**ADJOURN:**





**COMPLIANCE WITH STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 24 PAY 20 25

FORM CF-1 / Real Property

**PRIVACY NOTICE**

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

**INSTRUCTIONS:**

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(f))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Weber Group II, LLC	County Clark	
Address of Taxpayer (number and street, city, state, and ZIP code) 5233 Progress Way, Sellersburg, IN 47172	DLGF Taxing District Number 10031	
Name of Contact Person Paul Ohlin	Telephone Number (812 ) 246-2100	Email Address paulohlin@webergroupinc.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body Town Council of Sellersburg, Indiana	Resolution Number 2015-R-002	Estimated Start Date (month, day, year) 06/09/2015
Location of Property 5233 Progress Way, Sellersburg, IN 47172	Actual Start Date (month, day, year) 06/30/2017	
Description of Real Property Improvements Commercial Property Expansion	Estimated Completion Date (month, day, year) 12/31/2019	
Actual Completion Date (month, day, year) 03/20/2018		
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	78	90
Salaries	4,472,324	6,656,270
Number of Employees Retained	78	22
Salaries	4,472,324	1,975,419
Number of Additional Employees	25	68
Salaries	1,144,000	4,680,851
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title CFO/COO Partner	Date Signed (month, day, year) 5/10/24

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The Property Owner <b>IS</b> in Substantial Compliance		
<input type="checkbox"/>	The Property Owner <b>IS NOT</b> in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body Town Council of Sellersburg, Indiana	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see Instruction 4 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body Town Council of Sellersburg, Indiana	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



**STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

Slate Form 51767 (R5 / 12-13)  
Prescribed by the Department of Local Government Finance

20__ PAY 20__
FORM SB-1 / Real Property
<b>PRIVACY NOTICE</b> Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)  
 Residentially distressed area (IC 6-1.1-12.1-4.1)

**INSTRUCTIONS:**

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Weber World LLC on behalf of Weber Group Inc.					
Address of taxpayer (number and street, city, state, and ZIP code) 5233 Progress Way, Sellersburg, IN 47172					
Name of contact person Judy Kopp		Telephone number ( 812 ) 246-2100x115		E-mail address judykopp@webergrouppinc.co	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body Town of Sellersburg Town Council				Resolution number	
Location of property 5233 Progress Way, Sellersburg, IN 47172		County Clark		DLGF taxing district number 10031	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) See Attached				Estimated start date (month, day, year) 06/09/2015	
				Estimated completion date (month, day, year) 12/31/2019	
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current number 78.00	Salaries \$4,472,323.88	Number retained 78.00	Salaries \$4,472,323.88	Number additional 25.00	Salaries \$1,144,000.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
			REAL ESTATE IMPROVEMENTS		
			COST		ASSESSED VALUE
Current values					621,600.00
Plus estimated values of proposed project			504,052.00		
Less values of any property being replaced					
Net estimated values upon completion of project			504,052.00		621,600.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____		
Other benefits					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 				Date signed (month, day, year) 6/2/15	
Printed name of authorized representative Judy Kopp			Title COO/CFO		

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed \_\_\_\_\_ calendar years\* (see below). The date this designation expires is \_\_\_\_\_.
- B. The type of deduction that is allowed in the designated area is limited to:  
 1. Redevelopment or rehabilitation of real estate improvements  Yes  No  
 2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ 621,600.00.
- D. Other limitations or conditions (specify) \_\_\_\_\_
- E. Number of years allowed:  Year 1  Year 2  Year 3  Year 4  Year 5 (\* see below)  
 Year 6  Year 7  Year 8  Year 9  Year 10
- F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?  
 Yes  No  
 If yes, attach a copy of the abatement schedule to this form.  
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body) <i>Paul J. Rhodes</i>	Telephone number (812) 346-7049	Date signed (month, day, year) 6-30-2015
Printed name of authorized member of designating body PAUL J. RHODES	Name of designating body JELLERSBURG TOWN COUNCIL	
Attested by (signature and title of attester) <i>David L. Kinder</i>	Printed name of attester DAVID L. KINDER	

\* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4-1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**IC 6-1.1-12.1-17**

**Abatement schedules**

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
  - (2) The number of new full-time equivalent jobs created.
  - (3) The average wage of the new employees compared to the state minimum wage.
  - (4) The infrastructure requirements for the taxpayer's investment.
- (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
- (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



## 2023 TAX RETURN FILING INSTRUCTIONS

Indiana Business Tangible Personal Property Packet  
Form CF-1/Real Property & Form SB-1/Real Property

FOR THE YEAR ENDING

December 31, 2023

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**Prepared For:**

Weber Group II, LLC  
5233 Progress Way  
Sellersburg, IN 47172

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**Prepared By:**

Cherry Bekaert Advisory LLC  
702 North Shore Drive Ste 500  
Jeffersonville, IN 47130  
812-670-3400

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**Amount of Tax:**

No tax is due at this time.

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**Make Check Payable To:**

Not applicable

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**Mail Voucher and Check (if applicable) To:**

Town of Sellersburg  
Attn: Charlie Smith  
316 E. Utica Street  
Sellersburg, IN 47172

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**Return Must be Mailed On or Before:**

May 15, 2024

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**Special Instructions:**

You will receive a property tax bill at a later date.





## INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District  
185 Agrico Lane  
Seymour, IN 47274

PHONE: 877-305-7611  
FAX: 812-522-7658

Eric Holcomb, Governor  
Michael Smith, Commissioner

May 24, 2024

Charlie Smith  
Town Manager  
Town of Sellersburg  
316 E. Utica, PO Box 85  
Sellersburg, IN 47172

Subject: Utility Agreement for \$518,619.11 on Project Des. No. 1700111

Dear Mr. Smith:

Enclosed is a copy of an Extraordinary Cost and Subordination Agreement, if applicable, between the State of Indiana and your utility. The agreement covers the terms of reimbursement for a relocation of your facilities to accommodate construction of the subject project.

Please review and sign the agreement. The Attorney General of the State of Indiana requires the agreement must be signed by either the President or the Chairman of the Board of your utility. If anyone else signs the agreement, you must provide written documentation of their authority to commit the utility to the terms of the agreement. After you review and sign, please email the signed agreement back to us.

A copy of the fully signed agreement will be returned with attachments via email for your records.

If you have any questions on this subject please contact Brett Schnurpel, Shrewsbury and Associates, LLC, 7321 Shadeland Station, Suite 160, Indianapolis, IN, 46256, 317-552-0915, [bschnurpel@shewsusa.com](mailto:bschnurpel@shewsusa.com).

Sincerely,

*C. William Read II*

C. William Read II, PE  
INDOT, Seymour

Enclosure

Cc: Terry Summers, PE, Project Manager  
Brett Schnurpel, Utility Coordinator  
File

Approved 6/10/2024 TC Meeting

November 2022  
Extraordinary Agreement  
Work by Utility  
**INDIANA DEPARTMENT OF TRANSPORTATION  
HIGHWAY UTILITY AGREEMENT**

Agreement Amount: \$518,619.11 Des No: 1700111  
Agreement Type: Extraordinary cost Project No: 1700111  
Road: US 31 County: Clark

This Agreement, made and entered into, by And between

Town of Sellersburg

316 E. Utica, PO Box 85

Sellersburg, IN 47172

(hereinafter referred to as the Utility,) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as INDOT).

**WITNESSETH:**

**WHEREAS**, INDOT desires to replace the pavement on US 31 through Sellersburg as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

**WHEREAS**, INDOT has determined that a portion of the Utility's relocation cost is eligible for reimbursement by INDOT pursuant to I.C. 8-23-2-6 (a) (15) (A);

**WHEREAS**, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference;

**WHEREAS**, INDOT will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

**WHEREAS**, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide and available at <http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm> on the FHWA website) and 23 CFR 645 Subpart A, which is hereby incorporated by reference, in order to receive reimbursement;

**WHEREAS**, it is in the best interest of the Utility and INDOT for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities as shown on said Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility with the approval of INDOT as provided for under 23 CFR 645.115.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained (the adequacy of which considerations as to each of the parties to this agreement is hereby mutually acknowledge), and other good and valuable considerations, the receipt of which is hereby acknowledged and intending to be legally bound, the parties hereby covenant and agree as follows:

### **SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE**

The Utility shall: relocate the sanitary sewer to avoid conflicts with the INDOT pavement replacement project.

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as shown in Exhibit "A", attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

- With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.
- By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit "B", incorporated by reference, and prepared in accordance to the Policy Guide.

Exhibit "B" shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, and/or contracted services. Each item shall be shown as a 'per unit' cost.

### **SECTION 2 – WORK COMMENCEMENT**

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by INDOT nor until a satisfactory starting date has been established with the appropriate District Utility Engineer.

### SECTION 3 – SUBORDINATION OF RIGHTS

[Check the following that applies]

The existing facilities are located on public right-of-way.

The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the INDOT in the highway right-of-way by executing a subordination Agreement.

### SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by INDOT.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform INDOT as soon as practical upon discovery. The Utility shall also notify INDOT of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

Indiana Department of Transportation

C. William Read II, PE  
Utility and Railroad Engineer  
INDOT, Seymour District  
185 Agrico Lane  
Seymour, IN 27274

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

### SECTION 5 – REIMBURSEMENT

INDOT shall reimburse the Utility for one hundred percent (100%) of the cost of relocation minus betterment (as described below) that is in excess of the smaller of the following amounts:

a) Ten percent (10%) of the total operating revenue received by the Utility during the Utility's most recent fiscal year; or

b) Fifty percent (50%) of the total estimated cost of the INDOT's construction project.

The estimated cost of relocation is \$745,620.00 (See Exhibit "B" for an itemization.) The Utility represents that the total operating revenue received by the Utility during the utility's most recent fiscal year was \$5,186,191.06. The estimated cost of betterment to the utility's facilities is \$0.00. The total estimated cost of INDOT's construction project is \$13,917,236.12. Therefore the estimated amount of the Utility's cost of relocation to be reimbursed by INDOT is \$227,000.89. The Utility understands that INDOT will not reimburse the Utility for the cost of the betterment.

#### **SECTION 6- PAYMENTS**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20.

After the Utility's cost of relocation has exceeded the smaller of the amounts contained in Section 5, the Utility may submit one invoice per calendar month for the work covered by this agreement. INDOT shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice (minus betterment).

The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of an invoice from the Utility and the approval thereof by INDOT, INDOT will reimburse the Utility for its actual expenses. If INDOT does not agree with the amount invoiced by the Utility, INDOT will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to INDOT's authorized representative.

Making a partial payment shall not abrogate INDOT's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 9 of this Agreement.

#### **SECTION 7 - COST INCREASES**

An invoice that increases the total invoiced project cost above the amount shown in Exhibit "B" shall not be approved until INDOT has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit "B" by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met, INDOT may return

any invoice submitted by the Utility that when totaled with previous invoices paid (or to be paid) by INDOT, exceeds the amount shown in Exhibit "B" by more than 10%.

INDOT shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

#### **SECTION 8 – FINAL BILL**

The utility shall present its final itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by INDOT to support such invoice.

#### **SECTION 9 – RECORDS**

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of INDOT, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the INDOT's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due the Utility, INDOT shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, INDOT shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, the INDOT may offset such amount against claims that the Utility has against INDOT.

#### **SECTION 10 – BINDING UPON SUCCESSORS OR ASSIGNS**

This Agreement shall be binding upon the parties and their successors and assigns.

#### **SECTION 11 – GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in



connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation or the State.

#### **SECTION 12 – INCORPORATION OF THE UTILITY POLICY GUIDE**

The Policy Guide forms an essential part of this Agreement, and the terms or provisions of this Agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

#### **SECTION 13 – PENALTIES/INTEREST/ATTORNEY’S FEES**

INDOT will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

#### **SECTION 14 – COMPLIANCE WITH LAWS; APPLICABLE LAW**

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this agreement shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this agreement require formal amendment.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

#### **SECTION 15 – COMPLIANCE WITH TELEPHONE SOLOCITATIONS ACT**

As required by IC 5-22-3-7:

- (1) the UTILITY and any principals of the UTILITY certify that
  - (A) the UTILITY, except for de minimis and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation Of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations] , or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) the UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

#### **SECTION 16 – CONFLICT OF INTEREST**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Agreement;
2. An individual who has an interest of three percent (3%) or more of the Utility, if the Utility is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Commission” means the State Ethics Commission.

- B. INDOT may cancel this Agreement without recourse by the Utility if any interested party is an employee of the State of Indiana.
- C. INDOT will not exercise its right of cancellation under section B, above, if the Utility gives INDOT an opinion by the Commission indicating that the existence of this Agreement and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of INDOT employees. INDOT may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section.
- D. The UTILITY has an affirmative obligation under this Agreement to disclose to INDOT when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that the Utility knows or reasonably could know.

#### **SECTION 17 – DRUG-FREE WORKPLACE CERTIFICATION**

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Utility will give written notice to INDOT and the Indiana Department of Administration within ten (10) days after receiving actual notice that the Utility or an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY’s workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of agreement opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of \$25,000.00, the UTILITY hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Utility and made a part of the contract or agreement as part of the contract documents.

The Utility certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Utility of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing INDOT within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

## **SECTION 18 – FUNDING CANCELLATION CLAUSE**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of an agreement, the agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **SECTION 19 – NON-DISCRIMINATION**

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.
- B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this agreement.

#### **SECTION 20 – DEBARMENT AND SUSPENSION**

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term “principal” for the purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the UTILITY.

#### **SECTION 21 – CERTIFICATION FOR FEDERAL-AID CONTRACTS LOBBYING ACTIVITIES**

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The UTILITY also agrees by signing this agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

#### **SECTION 22 — APPROVAL OF ATTORNEY-GENERAL**

This Agreement shall not be effective unless and until it is approved by the Attorney General of Indiana or an authorized representative, as to form and legality

#### **SECTION 23 – ETHICS**

The Utility and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated hereunder, and Executive Order 05-12, dated January 12, 2005. If the Utility is not familiar with these ethical requirements, the Utility should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <https://www.in.gov/ig/commission/>.

If the Utility or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Utility. In addition, the Utility may be subject to penalties under Indiana Code § 4-2-6-12.

#### **SECTION 24 – EMPLOYMENT ELIGIBILITY VERIFICATION**

The Utility affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Utility shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Utility is not required to participate should the E-Verify program cease to exist. Additionally, the Utility is not required to participate if the Utility is self-employed and does not employ any employees.

The Utility shall not knowingly employ or contract with an unauthorized alien. The Utility shall not retain an employee or contract with a person that the Utility subsequently learns is an unauthorized alien.

The Utility shall require his/her/its subcontractors, who perform work under this contract, to certify to the Utility that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Utility agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Utility fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

#### **SECTION 25 – NON-COLUSION**

The undersigned attests, subject to the penalties for perjury, that he/she is the Utility, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Utility, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

#### **SECTION 26 – BUILD AMERICA, BUY AMERICA ACT**

The Utility agrees that all steel, iron, manufactured products and construction material permanently incorporated into the project and used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

[The remainder of this page intentionally left blank]

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Sellersburg Waste Water  
(Utility Name)

Brad J. Amos  
(Signature of Officer)

5/29/24  
Date

Brad J. Amos  
(Officer's Name, Printed or typed)

Approved 6/10/24  
Council Meeting

President  
(Officer's Position)

I understand and agree that by electronically signing and submitting this Contract electronically I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

**The State of Indiana**  
By the Indiana Department of Transportation  
By:

\_\_\_\_\_  
Samantha Anderson  
Statewide Director of Utilities and Railroads  
Capitol Program Management  
For: Michael J. Smith  
Commissioner

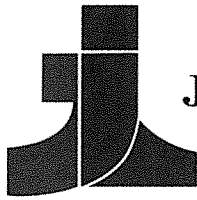
\_\_\_\_\_  
Date

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Theodore E. Rokita, Attorney General of Indiana

\_\_\_\_\_  
Date Approved





# Jacobi, Toombs & Lanz, Inc.

Consulting Engineers & Land Surveyors



## TOWN OF SELLERSBURG PROJECT STATUS REPORT *(Updates are in bold blue and italics)*

June 10, 2024

### WATER

#### Sunflower Valley Water

- Construction is anticipated to begin in late 2024.
- Field walked alignment with Town on 5/13/2024.
- *Finalizing design.*
- *Preparing easements for acquisition.*
- *Preparing IDEM construction permit.*

#### Lead Service Line Inventory

- Application for Indiana Finance Authority (IFA) Lead Service Line (LSL) Inventory Funding Program received initial approval for \$20,000. Working with IFA to finalize paperwork for funding.
- Met with Water Distribution Manager on 9/6/23 to determine schedule for completion.
- All record drawings provided to JTL have been scanned and returned to Town.
- Obtained countywide database of building construction dates for use in determining likelihood of lead service lines by building code enforcement dates.
- Regularly scheduled meetings are ongoing.
- Survey request to all Sellersburg water customers went out via email. Survey can be found on the Town website under the Water Department page or hard copies are available in the Billing Office.
- Project Types 2 and Type 3 applications for grant funding were submitted on 2/29/2024.
  - *Type 2 application approved.*
  - *Type 3 application approved at 50% (\$100,000).*
- *Type 2 project kickoff meeting held on 5/24. Work starting soon.*

#### Asset Management Program

- Work Order approved for \$25,000 to access grant funds.
- SharePoint site for electronic data repository set up and all required parties have access.
- Adding information as acquired.
- All information to be added by the Town for Engineer's review by 10/1/2023.
- Met with WWTP Operator to discuss specifics for additions to Ziptility for Asset Management.
- Assets and associated Preventive Maintenance tasks have been implemented.
- *Certification approved by IDEM on 6/4/2024.*
- *No other work on this remains, will remove from future reports.*

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

Kentucky  
2307 River Road  
Suite 203  
Louisville, KY 40206  
502-583-5994

Central Indiana  
1060 N. Capitol Avenue  
Suite E360  
Indianapolis, IN 46204  
317-829-3474

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



### **INDOT 31W Utility Relocation – Water**

- Prepared work orders for the Town.
- Submitted draft work plan and construction cost estimate to INDOT design consultant.
  - *Updated INDOT work plan submitted. Updated cost estimate for INDOT and their design consultant.*
- *Held preliminary design review with Town on 5/24.*
- *Design work proceeding.*
- *Meeting to review relocation schedule with INDOT 6/12.*

## **WASTEWATER**

### **Ivy Tech Pump Station No. 2 Elimination**

- *Selected alignment. Design underway.*
- *Cost estimate in progress.*
- *Survey has been completed. Geotech review soon.*
  - *Environmental assessment to be completed this week.*
- *Contract modification coming soon.*

### **INDOT 31W Utility Relocation – Wastewater**

- Prepared work order for the Town.
- Submitted draft work plan and construction cost estimate to INDOT design consultant.
  - *Updated INDOT work plan submitted. Updated cost estimate submitted to INDOT and their design consultant.*
- *Held preliminary design review with Town on 5/24.*
- *Design work proceeding.*
- *Meeting to review relocation schedule with INDOT 6/12.*

### **SR 60 Utility Relocation – Wastewater**

- Work plan approved.
- *Finalizing quote package.*
- *Needs to be clear by October 1, 2024.*
- *INDOT R/W acquisition going to condemnation. May cause delays.*

### **WWTP Construction**

- Plantwide Substantial Completion was approved at the August 14th Town Council meeting.
- Meeting was held with Town Staff on 4/17/2024 to identify final punch list items for contract closeout. Contractor has been made aware these items and is working on final punch list work. Finalizing the closeout of the contract with the Town and Contractor.
- *At next meeting will be ready to recommend closing contract and moving fully into warranty period.*
- *Small drainage issue being worked on.*

## **ROAD**

### **CCMG Paving**

- Awarded Bids – 2/26/2024 at Council Meeting – Libs awarded as low bidder
- Executed Contract submitted to INDOT – 3/3/2024



- Pre-Construction Meeting with Libs held on 4/23/2024.
- Notice to Proceed issued on 5/13/2024. Contract completion date is 10/10/2024.
- *Libs working on work near the pool to complete before the pool opening. Milling and Paving streets will start around 6/24, starting with N Forrest Drive, S Forrest Drive and S Norman Drive.*

