

MINUTES OF THE MEETING

Board of Planning Commission

January 11, 1994

The meeting of the Board of Planning Commission was held at the Sellersburg Library, on the 11th day of January 1994, at 6:30 p.m. Rodney Pate, called the meeting to order.

THE FOLLOWING MEMBERS WERE PRESENT: Dave Broady, Stan Tucker, Rodney Pate, J. D. Downing, and Steve Prather, Building Inspector.

THE FOLLOWING MEMBERS WERE ABSENT: Karl Truman, and Dan Vogel.

Bill Fry was present at tonight's meeting. The Planning Commission ratified at tonight's meeting that Lot 18, 19, and 20 on South New Albany Street be designated B-3 as approved on July 25, 1988 in the zoning minutes.

Dave Broady made a motion to approve the minutes from the December 14, 1993 meeting. Stan Tucker seconded the motion. All present voted in favor of the motion.

Dave Broady made a motion to adjourn the meeting and the motion was seconded by J. D. Downing. All members present, voted in favor of the motion. The meeting was adjourned at 7:15 p.m.

Henry E. Stuber

Dave Broady

Rodney Pate

Steve Prather

LEGAL NOTICE

TOWN OF SELLERSBURG PLAN COMMISSION

NOTICE IS HEREBY GIVEN to the public and more specifically to the people affected that the Plan Commission of the Town of Sellersburg, Indiana, will hold a meeting on the 25th day of July, 1988, at 6:00 o'clock P. M., in the office of the Plan Commission at the Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, Indiana, for the purpose of considering the following, to-wit:

1. That the following described real estate in the Town of Sellersburg, Clark County, Indiana, to-wit:

A part of Lot 18, Lot 19 and a part of Lot 20 of the original plat of the Town of Sellersburg in Survey No. 110 of the Illinois Grant, Clark County, Indiana, and more particularly described as follows: Beginning at a R. R. spike in the center of New Albany Street, said point being S. 18 deg. 00' W. 10.0 feet from the Easternmost corner of said Lot 18, thence N. 18 deg. 00' E. with the center of said street, 143.44 feet to a R. R. spike; thence N. 72 deg. 46' W. 115.41 feet to an iron pin; thence S. 18 deg. 00' W. 147.94 feet to an iron pin; thence S. 75 deg. 00' E. 115.5 feet to point of beginning, containing 0.386 Acre.

ALSO, Lots Nos. 3, 4 and 5 of Harrod's Addition to said town containing 0.492 acre.

Grantor retains the right of joint use of a 15 foot strip of land for ingress and egress as follows, to-wit: Part of Lot 20 of the original plat of the Town of Sellersburg in Survey No. 110 of the Illinois Grant, Clark County, Indiana and more particularly described as follows: Beginning at a R. R. spike in the center of New Albany Street, said point being S. 18 deg. 00' W. 10.0 feet from the easternmost corner of said Lot 18, thence N. 18 deg. 00' E. with the center of said street 128.44 feet to a point, the true place of beginning; thence continuing N. 18 deg. 00' E. with the center of said street 15.0 feet to a R. R. spike; thence N. 72 deg. 46' W. 115.41 feet to an iron pin; thence S. 18 deg. 00' W. 15.0 feet to a point; thence S. 72 deg. 46' E. 115.41 feet to point of beginning, containing 0.386 acre.

Subject to the right-of-way of New Albany Street.

And also, subject to a strip of land ten (10) feet in width along the Northeast side of Lot No. Eighteen (18) on New Albany Street as shown on the Plat of the Town of Sellersburg, said ten foot strip to be used as a common roadway for ingress and egress by the owners of Lots 18 and 19 in the Town of Sellersburg.

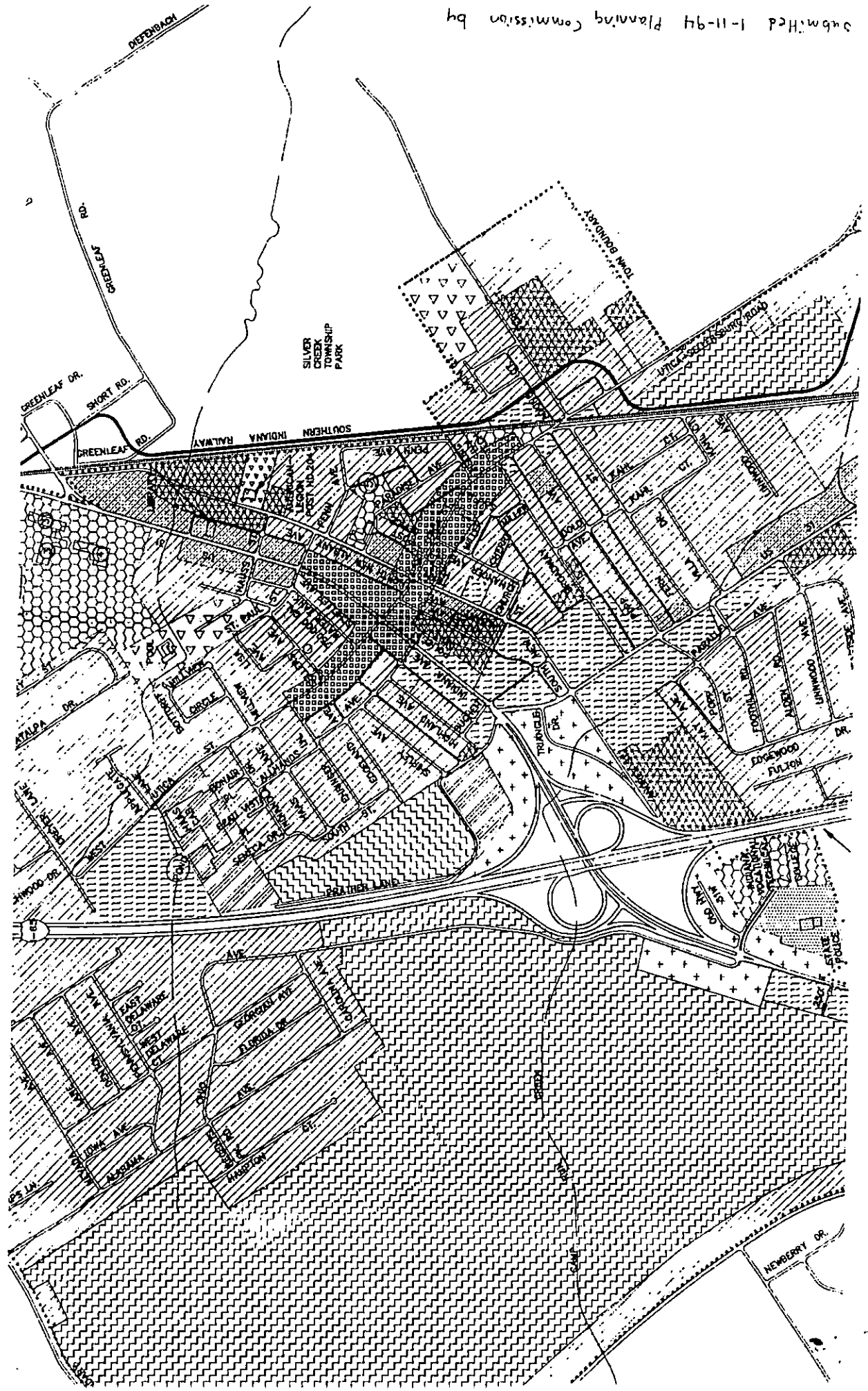
is presently zoned as Local Business in accordance with the Master Plan of the Town of Sellersburg, Indiana.

2. That Ralph Diefenbach requests that the above described real estate be re-zoned as a General Commercial District in accordance with the Master Plan of the Town of Sellersburg.

Anyone affected by or interested in the results of said hearing is hereby invited to attend and be heard in connection therewith.

Dated this 7th day of July, 1988.

/s/ Plan Commission
of the Town of Sellersburg



MINUTES OF THE MEETING

Board of Planning Commission

April 12, 1994

The meeting of the Board of Planning Commission was held at the Sellersburg Library, on the 12th day of April 1994, at 6:30 p.m. Rodney Pate, chairman, called the meeting to order.



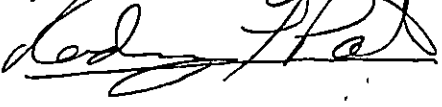
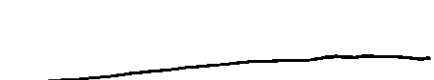
THE FOLLOWING MEMBERS WERE PRESENT: Dave Broady, Stan Tucker, Rodney Pate, Dan Vogel, Ron Arrington, and Steve Prather, the Building Commissioner.


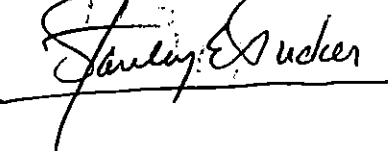
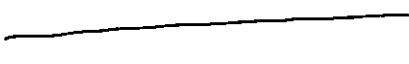
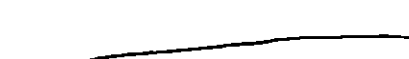
Stan Tucker presented a resolution to the board of planning commission, on behalf of the Town Council, requesting the Planning Commission of the Town of Sellersburg, consider approval of the vacation of the following street rights-of-way and alley as shown on the attached drawing and attached sheet explaining right-of-way on said property.

Dan Vogel made a motion to approve the resolution to the board of planning commission of the street vacation for Prather Lane Lots. Dave Broady seconded the motion. All members present voted in favor of the motion.

Dave Broady made a motion to ajourn the meeting. Ron Arrington seconded the motion. All members present, voted in favor of the motion. The meeting was adjourned at 06:50 p.m.

Submitted by: Benita Pate
Secretary, Planning Commission

MINUTES OF THE MEETING

Board of Planning Commission

April 12, 1994

The meeting of the Board of Planning Commission was held at the Sellersburg Library, on the 12th day of April 1994, at 6:30 p.m. Rodney Pate, chairman, called the meeting to order.

THE FOLLOWING MEMBERS WERE PRESENT: Dave Broady, Stan Tucker, Rodney Pate, Dan Vogel, Ron Arrington, and Steve Prather, the Building Commissioner.

Stan Tucker presented a resolution to the board of planning commission, on behalf of the Town Council, requesting the Planning Commission of the Town of Sellersburg, consider approval of the vacation of the following street rights-of-way and alley as shown on the attached drawing and attached sheet explaining right-of-way on said property.

Dan Vogel made a motion to approve the resolution to the board of planning commission of the street vacation for Prather Lane Lots. Dave Broady seconded the motion. All members present voted in favor of the motion.

Dave Broady made a motion to adjourn the meeting. Ron Arrington seconded the motion. All members present, voted in favor of the motion. The meeting was adjourned at 06:50 p.m.

Submitted by: Benita Pate
Secretary, Planning Commission

HIGHLAND AVE. 30' R/W

BUCHEIT AVE. 30' R/W

JELINEK, CARMIE & WILLIAMS, COLENE
DEED DRAWER 8, INST. 12821
LOT 15, HIGHLAND PARK

Tract II
0.566 Acres

S 54°30'00" E 140.00'

S 54°30'00" E 127.71'

N 35°21'50" E 101.04'

N 71°17'14" W

30' WIDE ROADWAY EASEMENT

S 50°24'12" W 92.85'

N 65°12'25" W 109.35'

NEW PRATHER LANE VARIABLE R/W

STATE ROAD 311

N 35°21'50" E 39.18'

OLD PRATHER LANE
N 38°34'10" W

Tract I
0.193 Acres

R=67.11'
CH=45.04'L=45.93'



TIRE STORE BUILDING

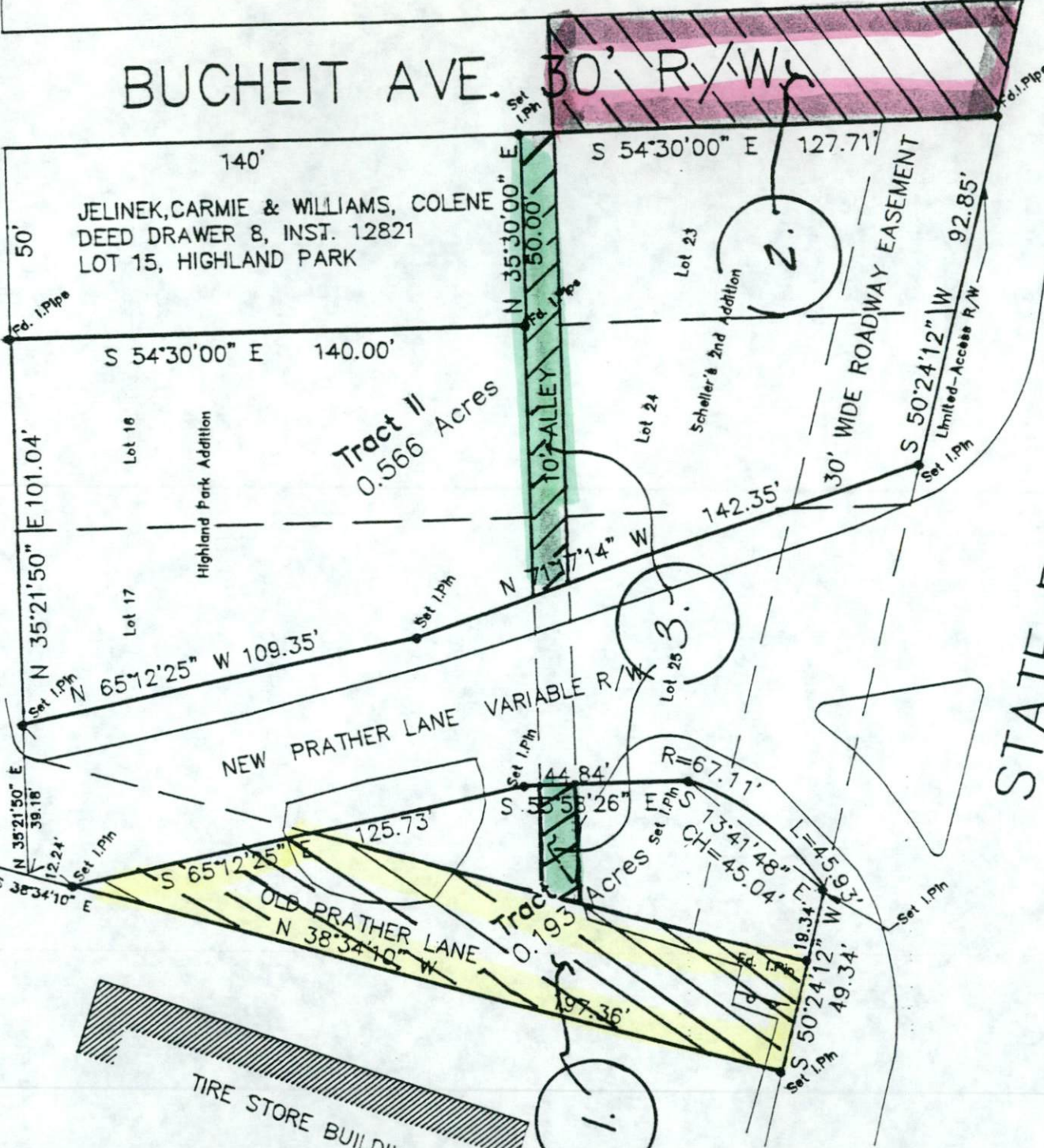
1.

3.

2.

Call Doug Eddings

100,000
17,000



Town of Sellersburg

P.O. Box 85
Sellersburg, Indiana 47172
(812) 246-3821

STANLEY E. TUCKER - President
ROY E. EVERITT - Vice President
LINDA G. SCHAFER - Clerk Treasurer

DAVID BROADY - Council Member
DOUG EDDINGS Jr. - Council Member
KARL TRUMAN - Council Member

April 12, 1994

Town Plan Commission
316 E. Utica Street
Sellersburg, IN 47172

RE: Street Vacation for Prather Lane Lots

Gentlemen:

On behalf of the Town Council, I hereby request that the Plan Commission of the Town of Sellersburg, Indiana consider approval of the vacation of the following street rights-of-way and alley as shown on the attached drawing.

1. All of that portion of the Old Prather Lane right-of-way which lies within Tract 1 of the attached drawing.
2. All of that portion of the right-of-way of Bucheit Avenue lying east of Lot 23 of Scheller's 2nd Addition, from State Road 311 to the south line of the existing ten (10) foot wide alley as shown on the attached drawing.
3. All of the existing ten (10) foot alley, between Lot 17 of the Highland Park Addition and Lot 25 of Scheller's 2nd Addition which lies within Tract 1 and all of the existing ten (10) foot wide alley between Lots 15, 16, and 17 of the Highland Park Addition and Lots 23, 24, and 25 of Scheller's 2nd Addition which lies within Tract 11 as shown on the attached drawing.

Sincerely,

Stanley E. Tucker
President

MINUTES OF THE MEETING

Board of Zoning Appeals

June 14, 1994

The meeting of the Board of Zoning Appeals was held at the Sellersburg Library, on the 14th day of June 1994, at 6:00 p.m. Rodney Pate, chairman, called the meeting to order.

THE FOLLOWING MEMBERS WERE PRESENT: Ken Hecker, Francis Conroy, Rodney Pate, and Steve Prather, Sellersburg Building Inspector.

THE FOLLOWING MEMBERS WERE ABSENT: Mark Fraley, and Charlie Ridenour.

Jerry Jacobi, of Jacobi, Pearson, Hill, and Associates, representing Contel Cellular of Kentucky was present at tonight's meeting. Also, present was Bob D. Uhl, President of Century Industries, Lamar Haynes, real estate site locator of Contel, and Karry Risch, an engineer for Contel.

Jerry Jacobi has filed with Board of Zoning Appeals of the Town of Sellersburg, Clark County, Indiana, for Contel Cellular of Kentucky an application for special exception under the regulations of the Zoning Ordinance, to-wit: Sections 3.6.21 and 3.6, respectively, that permit the use of utility transmission equipment, specifically to construct and maintain a cellular transmission tower facility in an Interstate Business District at 311 Prather Lane, Sellersburg, Clark County, Indiana 47172.

Jerry Jacobi presented a series of documents to the Board of Zoning Appeals. The documents included a Clearance Letter, announcing purpose of the meeting, and Affidavit of Publication, sent to adjoining property owners, and an Affidavit of Notice.

No one was present at tonight's meeting to oppose.

Francis Conroy made a motion to approve Contel Cellular of Kentucky, Inc., application for special exception for construction and maintenance of a cellular transmission town facility contingent of approvals from FFA and Indiana Department of Transportation. This motion was seconded by Ken Hecker. All members present, voted in favor of the motion.

Francis Conroy made a motion to accept the minutes of the May 10th meeting with the correction of Ken Hecker's name. Ken Hecker seconded the motion. All members present, voted in favor of the motion.

Francis Conroy made a motion to adjourn the meeting, seconded by Ken Hecker. All members present, voted in favor of the motion. The meeting was adjourned at 8:10 p.m.

Submitted by: Benita Pate
Secretary

MINUTES OF THE MEETING

Board of Zoning Appeals

July 12, 1994

The meeting of the Board of Zoning Appeals was held at the Sellersburg Library, on the 12th day of July 1994, at 6:00 p.m. Rodney Pate, President called the meeting to order.

THE FOLLOWING MEMBERS WERE PRESENT: Ken Hecker, Mark Fraley, Rodney Pate, and Steve Prather, Sellersburg Building Inspector.

THE FOLLOWING MEMBERS WERE ABSENT: Francis Conroy, and Charlie Ridenour.

William Perry McCall was present as attorney for the Town of Sellersburg. Allen Morris, Attorney of Law, of Stites and Harbison, was present representing Ivy Tech Vocational School in Sellersburg.

William Perry McCall and Allen Morris had worked out an agreement and presented it to the BZA. Their agreement was to reduce the fine given to Ivy Tech from \$1,000.00 to \$375.00.


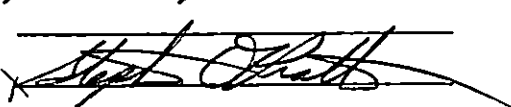
Steve Prather states for the record that he had no objections to being crossed examined by Allen L. Morris. Also, he stated that this was Ivy Tech's 3rd violation. He then updated the members of the BZA on the incident of Ivy Tech's violation of the Town of Sellersburg Building Codes.

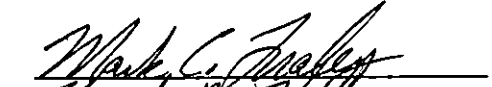
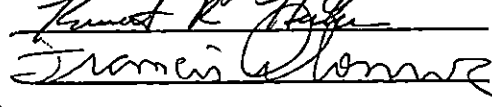
On the first violation, Steve Prather gave a verbal warning, the second violation, he gave a verbal and written warning, and that this is the 3rd violation.

Ken Hecker made a motion to refrain from voting tonight, since only three members of the BZA are present tonight and continue this next month. It was seconded by Mark Fraley. All members present, voted in favor of the motion.

Rodney Pate, President of the BZA, agreed to do a telephone poll with other board members to decide if we will settle with an agreed amount or proceed on to Circuit Court. Rodney Pate will contact Allen Morris to report results of telephone poll so he will know what preparation he needs to do for the next meeting on August 9th, 1994.

Mark Fraley made a motion to adjourn the meeting. It was seconded by Ken Hecker. All members present, voted in favor of the motion.

STITES & HARBISON

323 EAST COURT AVENUE
POST OFFICE BOX 946

JEFFERSONVILLE, INDIANA 47131

(812) 282-7566

FACSIMILE (812) 284-5510

LIVELY M. WILSON
CALVERT T. ROSZELL, P.B.C.
RONALD R. FIFER*
CHARLES E. PALMER, JR.
WINFREY P. BLACKBURN, JR.
DAVID C. BROWN
SIDNEY C. KINKEAD, JR.
GEORGE W. MILLS
C. DANT KEARNS
W. ROBINSON BEARD
RALSTON W. STEENROD
ROBERT W. LANUM*
ALFRED S. JOSEPH, III
STEVEN L. BESHEAR
J. BISSELL ROBERTS
BRUCE M. REYNOLDS
CHARLES J. CRONAN, IV
T. KENNEDY HELM, III
BUCKNER HINKLE, JR.

WILLIAM H. HADEN, JR.
J. DAVID PORTER
STEPHEN M. RUSCHELL
CECILE A. BLAU*
JAMES D. MOYER
ROBERT M. BECK, JR.
CHARLES J. LISLE
JAMESON G. McPHERSON
BRUCE F. CLARK
WILLIAM E. HELLMANN
JAMES R. WILLIAMSON
THOMAS C. HUNDLEY
JOHN M. FAMULARO
THOMAS E. MENIG
DOUGLASS FARNSLEY
ROBERT W. GRIFFITH
WALTER R. BYRNE, JR.
W. KENNEDY SIMPSON
PHILIP W. COLLIER

C. CRAIG BRADLEY, JR.
MARK R. OVERSTREET
W. PATRICK STALLARD
JOHN A. BARTLETT
ROBERT M. CONNOLLY
JOHN L. TATE
JEFFEREY M. YUSSMAN
JOSEPH L. HAMILTON
JANET A. CRAIG
JAMES C. SEIFFERT
DAVID C. TRIMBLE
GREGORY P. PARSONS
JUDITH A. VILLINES
KENNETH R. SAGAN
RICHARD G. GRIFFITH
MICHAEL D. RISLEY

J. CLARKE KELLER
LAURA D. KELLER
JAMES W. TAYLOR
ALEX P. HERRINGTON, JR.
BYRON N. MILLER
RICHARD A. VANCE
ASHLEY W. WARD
ALLEN L. MORRIS**
WARD BRADFORD BOONE
REBECCA F. SCHUPBACH
BROOKS D. KUBIK

PHILIP L. HANRAHAN
SAMUEL G. GAINES
ALAN M. APPELEGATE****
ANDREW R. JACOBS*****
CAROL DAN BROWNING
CYNTHIA L. COFFEE
LYNN G. STEDHAM
CHERYL U. LEWIS
SHANNON ANTLE NORTHAM
ELIZABETH K. BROYLES
BONNIE C. KITTINGER

KATHLEEN O. McKUNE
SUSAN S. ARMSTRONG
WILLIAM T. GORTON III****
MARGARET M. PISACANO
JEFFREY C. FILICK
BENJAMIN LEE KESSINGER, III
T. MORGAN WARD, JR.
LISSA WATHEN
RITA E. WILLIAMS
BRIAN A. CROMER
SCOTT A. DUVALL
MARTHA J. HASSELBACHER
ERICA L. HORN
DON A. PISACANO
BRENDA J. RUNNER
CATHERINE CRAWFORD YOUNG

W. BRYAN HUDSON
JACQUELINE K. ARMSTRONG
DAVID DOMENE
ARNE E. GORHAM
ANGELA HENDRICKS DAVIS
WILLIAM T. SHER
CATHERINE MURR YOUNG
W. THOMAS HALBLEB, JR.
DOUGLAS B. BATES*
MARY BOAZ
MONIQUE R. HUNT
TIMOTHY C. KUMMEL
LISA M. KLEOPFEL
REBECCA B. STEPHENSON
CATHERINE TANG
JAMES W. PROUD
LLOYD C. CHATFIELD II
BARRY A. HINES
JAMES K. MURPHY

COUNSEL
BEN L. KESSINGER, JR.
THOMAS J. STIPANOWICH
JOHN SCOTT GREENE

OF COUNSEL
RUFUS LISLE
NATHAN ELLIOTT, JR.
T. KENNEDY HELM, JR.
RALPH F. KESSINGER
JAMES W. STITES, JR.
*ADMITTED IN INDIANA ONLY
**ADMITTED IN INDIANA
AND KENTUCKY
***ADMITTED IN TEXAS, FLORIDA
INDIANA AND KENTUCKY
****ADMITTED IN PENNSYLVANIA
AND KENTUCKY
*****ADMITTED IN GEORGIA ONLY

July 14, 1994

William P. McCall
P.O. Box 729
Jeffersonville, IN 47131-0729

Re: Indiana Vocational Technical College,
Ivy Tech Southcentral Appeal before the
Board of Zoning Appeals

Dear Perry:

Enclosed is a slightly revised Agreed Order which I have prepared. Please review it. If it meets with your approval, we can submit that to the Board of Zoning Appeals.

At the meeting on July 12, 1994, Mr. Prather stated that Ivy Tech had failed two times in the past to obtain the appropriate building permits. One of the Board Members had a considerable question as to why that would happen or how that could occur. In order to allow the Board to be fully informed, I would respectfully submit the following information.

Indiana Vocational Technical College is, as you know, a state agency. As a result, they are required to bid all work which is done for them above a certain dollar value. In both the prior instances mentioned by Mr. Prather, bids were taken pursuant to project manuals prepared by Chester L. Michell and Associates. In both instances, the contract documents required under paragraph 3.7.1 of the contract that the contractor obtain the necessary permits for the work. Therefore, the mandated bidding procedures established by the State for Ivy Tech required bids, and the bids required the contractor to obtain the necessary permits. Any failure to obtain those permits should be the responsibility of the contractors who provided the work pursuant to the contract, and not upon Ivy Tech who had no control over them at that time.

I have enclosed the front pages of both contract manuals and the appropriate pages setting forth the requirement that the contractor acquire the permits. I have in my possession copies

STITES & HARBISON

William P. McCall
July 14, 1994

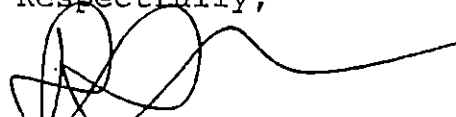
of the complete contracts, however, they are quite lengthy and I did not believe it was necessary to copy them all. If you or any of the Board Members desire to review those documents, I will provide full copies to you or the Board Members.

Mr. Prather appeared to imply that there was some type of intentional action on the part of Ivy Tech to avoid the payment of fees, and that this was done in some type of a malicious manner. As a result of the documents which are enclosed, I believe that it is appropriate to say that there was no intentional action to avoid the payment of the applicable fees or to avoid the code requirements.

I feel that it is also appropriate to point out that in all three instances upon notification of the Building Commissioner the appropriate permits were purchased immediately. In addition to that, Ivy Tech has purchased several other permits for additions to their facility.

I would request that this information be forwarded to the Board Members if you feel that it is appropriate to do so in order for them to have a full understanding of Ivy Tech's position in this matter.

Respectfully,



Allen L. Morris

ALM/sib

Enclosures

cc: Homer Smith
Jonathan Thomas
Doyle Berry
Cecile Blau

BOARD OF ZONING APPEALS
TOWN OF SELLERSBURG, INDIANA

INDIANA VOCATIONAL TECHNICAL COLLEGE,
IVY TECH SOUTHCENTRAL,
APPELLANT,

V.

APPEAL NO. _____

STEPHEN D. PRATHER,
BUILDING COMMISSIONER,
TOWN OF SELLERSBURG,
APPELLEE.

AGREED ORDER
DISMISSING APPEAL BEFORE
THE BOARD OF ZONING APPEALS
OF THE TOWN OF SELLERSBURG

By agreement of the petitioner, Indiana Vocational Technical College, Ivy Tech Southcentral, ("Ivy Tech"), by counsel, and Stephen D. Prather, Building Commissioner of the Town of Sellersburg, ("Building Commissioner"), appellee, by counsel, it is agreed, ordered, stipulated, and adjudged as follows:

The appeal of Ivy Tech filed with the Town Board of Sellersburg on or about June 10, 1994, and currently set for hearing on July 12, 1994, is hereby dismissed as settled subject to the following agreement:

1. Ivy Tech agrees to dismiss the appeal as set forth herein.
2. The Town Council of the Town of Sellersburg will remit to Ivy Tech \$675.00 and the Town of Sellersburg will retain \$375.00 of the \$1,000.00 fee previously paid by Ivy Tech.
3. The Building Commissioner specifically retains the right to enforce such fees and fines as he deems appropriate in

the future and does not in any manner waive that right by the terms of this agreement.

4. Ivy Tech specifically retains the right to object to and appeal any fees or fines which it deems to be inappropriate in the future.

5. This Agreement deals with the appeal set forth above only, and shall not set a precedent for any other matter which comes before the Board of Zoning Appeals.

Allen L. Morris
Attorney for Indiana Vocational
Technical College, Ivy Tech
Southcentral
STITES & HARBISON
323 E. Court Avenue
P. O. Box 946
Jeffersonville, Indiana 47131
(812) 282-7566

Reviewed and
Approved by:

William P. McCall
Attorney for the Town of
Sellersburg, Indiana
P. O. Box 729
Jeffersonville, IN 47131-0729

Mr. Rod Pate
President, Board of Zoning
Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Attest to:

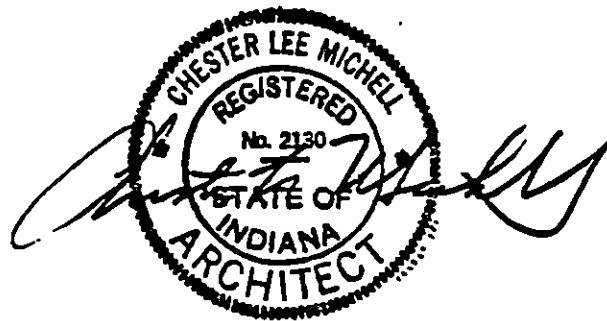
Secretary, Board of Zoning
Appeals

PROJECT MANUAL

ROOF REPLACEMENT

INDIANA VOCATIONAL TECHNICAL COLLEGE
8204 STATE ROAD 311
SELLERSBURG, INDIANA

OWNER
INDIANA VOCATIONAL TECHNICAL COLLEGE
ONE WEST 26TH STREET
INDIANAPOLIS, INDIANA



CERTIFIED FEBRUARY 25, 1992

CHESTER L. MICHELL AND ASSOCIATES
ARCHITECTS ---- ENGINEERS ---- PLANNERS
319 BANK STREET NEW ALBANY, INDIANA
(812)945-2324 FAX (812)945-0207

19

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

PROJECT MANUAL

ADDITIONAL PAVED PARKING
SEAL AND RESTRIPIING OF
EXISTING PARKING AND DRIVES
PAVING OF SERVICE ROAD

INDIANA VOCATIONAL TECHNICAL COLLEGE
8204 STATE ROAD 311
SELLERSBURG, INDIANA

OWNER
INDIANA VOCATIONAL TECHNICAL COLLEGE
ONE WEST 26TH STREET
INDIANAPOLIS, INDIANA



CERTIFIED SEPTEMBER 18, 1992

CHESTER L. MICHELL AND ASSOCIATES
ARCHITECTS ---- ENGINEERS ---- PLANNERS
319 BANK STREET NEW ALBANY, INDIANA
(812)945-2324 FAX (812)945-0207

14

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

3.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

BOARD OF ZONING APPEALS
TOWN OF SELLERSBURG, INDIANA

INDIANA VOCATIONAL TECHNICAL COLLEGE,
IVY TECH SOUTHCENTRAL,
APPELLANT,

V.

APPEAL NO. _____

STEPHEN D. PRATHER,
BUILDING COMMISSIONER,
TOWN OF SELLERSBURG,
APPELLEE.

AGREED ORDER
DISMISSING APPEAL BEFORE
THE BOARD OF ZONING APPEALS
OF THE TOWN OF SELLERSBURG

By agreement of the petitioner, Indiana Vocational Technical College, Ivy Tech Southcentral, ("Ivy Tech"), by counsel, and Stephen D. Prather, Building Commissioner of the Town of Sellersburg, ("Building Commissioner"), appellee, by counsel, it is agreed, ordered, stipulated, and adjudged as follows:

The appeal of Ivy Tech filed with the Town Board of Sellersburg on or about June 10, 1994, and currently set for hearing on July 12, 1994, is hereby dismissed as settled subject to the following agreement:

1. Ivy Tech agrees to dismiss the appeal as set forth herein.
2. The Town Council of the Town of Sellersburg will remit to Ivy Tech \$675.00 and the Town of Sellersburg will retain \$375.00 of the \$1,000.00 fee previously paid by Ivy Tech.
3. The Building Commissioner specifically retains the right to enforce such fees and fines as he deems appropriate in

the future and does not in any manner waive that right by the terms of this agreement.

4. Ivy Tech specifically retains the right to object to and appeal any fees or fines which it deems to be inappropriate in the future.

5. This Agreement deals with the appeal set forth above only, and shall not set a precedent for any other matter which comes before the Board of Zoning Appeals.

Allen L. Morris
Attorney for Indiana Vocational
Technical College, Ivy Tech
Southcentral
STITES & HARBISON
323 E. Court Avenue
P. O. Box 946
Jeffersonville, Indiana 47131
(812) 282-7566

Reviewed and
Approved by:

William P. McCall
Attorney for the Town of
Sellersburg, Indiana
P. O. Box 729
Jeffersonville, IN 47131-0729

Mr. Rod Pate
President, Board of Zoning
Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Attest to:

Secretary, Board of Zoning
Appeals

BOARD OF ZONING APPEALS
TOWN OF SELLERSBURG, INDIANA

INDIANA VOCATIONAL TECHNICAL COLLEGE,
IVY TECH SOUTHCENTRAL,
APPELLANT,

V.

APPEAL NO. _____

STEPHEN D. PRATHER,
BUILDING COMMISSIONER,
TOWN OF SELLERSBURG,
APPELLEE.

AGREED ORDER
DISMISSING APPEAL BEFORE
THE BOARD OF ZONING APPEALS
OF THE TOWN OF SELLERSBURG

By agreement of the petitioner, Indiana Vocational Technical College, Ivy Tech Southcentral, ("Ivy Tech"), by counsel, and Stephen D. Prather, Building Commissioner of the Town of Sellersburg, ("Building Commissioner"), appellee, by counsel, it is agreed, ordered, stipulated, and adjudged as follows:

The appeal of Ivy Tech filed with the Town Board of Sellersburg on or about June 10, 1994, and currently set for hearing on July 12, 1994, is hereby dismissed as settled subject to the following agreement:

1. Ivy Tech agrees to dismiss the appeal as set forth herein.
2. The Town Council of the Town of Sellersburg will remit to Ivy Tech \$675.00 and the Town of Sellersburg will retain \$375.00 of the \$1,000.00 ^{June} fee previously paid by Ivy Tech.
3. The Building Commissioner specifically retains the right to enforce such fees and fines as he deems appropriate in

the future and does not in any manner waive that right by the terms of this agreement.

4. Ivy Tech specifically retains the right to object to and appeal any fees or fines which it deems to be inappropriate in the future.

5. This Agreement deals with the appeal set forth above only, and shall not set a precedent for any other matter which comes before the Board of Zoning Appeals.

Allen L. Morris
Attorney for Indiana Vocational
Technical College, Ivy Tech
Southcentral
STITES & HARBISON
323 E. Court Avenue
P. O. Box 946
Jeffersonville, Indiana 47131
(812) 282-7566

Reviewed and
Approved by:

William P. McCall
Attorney for the Town of
Sellersburg, Indiana
P. O. Box 729
Jeffersonville, IN 47131-0729

Mr. Rod Pate
President, Board of Zoning
Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Attest to:

Secretary, Board of Zoning
Appeals

MEMO

TO: STAN TUCKER, COUNCIL PRESIDENT
FROM: PERRY McCALL
RE: IVY TECH VIOLATION OF TOWN BUILDING CODE
DATE: JUNE 6, 1994

DEAR STAN:

I WILL NOT BE AVAILABLE FOR THE JUNE 14, 1994, MEETING TO DISCUSS THE ABOVE REFERENCED MATTER. HOWEVER, I WOULD LIKE TO EXPRESS MY OPINION IN AN ATTEMPT TO RESOLVE THIS MATTER WITHOUT FURTHER PROBLEMS.

I HAVE REVIEWED THE TOWN'S BUILDING CODE AND FIND THAT OUR BUILDING COMMISSIONER DOES HAVE THE AUTHORITY TO ASSESS A PENALTY FOR A VIOLATION OF THE TYPE IVY TECH HAS COMMITTED. HOWEVER, THE PENALTY THAT SHOULD HAVE BEEN ASSESSED FOR A COMMERCIAL LOCATION SHOULD HAVE BEEN \$2,500.00 AND NOT \$1,000.00, AS INDICATED ON PAGE 17. IN ADDITION, THE LANGUAGE IN THE FIRST PARAGRAPH OF PAGE 17 INDICATES THE PENALTY PROVISION IS DISCRETIONARY.

THIS WAS THE THIRD VIOLATION BY IVY TECH AND I BELIEVE OUR BUILDING COMMISSIONER DID HAVE DISCRETION AND AUTHORITY TO ASSESS SUCH A PENALTY. HOWEVER, HE SHOULD HAVE ASSESSED \$2,500.00 AGAINST IVY TECH AND NOT \$1,000.00.

WHAT TO DO?

THERE IS AN APPEAL PROCEDURE THROUGH THE BOARD OF ZONING APPEALS. I SUGGEST IVY TECH APPEAL THIS MATTER TO THEM IN WRITING. THE ZONING BOARD CAN DETERMINE WHETHER OR NOT THE BUILDING COMMISSIONER SHOULD HAVE ASSESSED SUCH A PENALTY IN THE FIRST PLACE, WHETHER THE AMOUNT ASSESSED BY THE BUILDING COMMISSIONER IS FAIR OR UNFAIR AND/OR WHETHER OR NOT THE BUILDING COMMISSIONER'S ACTIONS SHOULD BE ENFORCED, RESCINDED OR MODIFIED. IF THE BOARD OF ZONING APPEALS UPHOLDS THE ACTION OF THE BUILDING COMMISSIONER, THERE IS ANOTHER REVIEW PROCESS FOR IVY TECH TO PURSUE THROUGH THE COURT. IF THE BOARD OF ZONING APPEALS ELECTS TO RESCIND THE PENALTY OR REDUCE THE AMOUNT, SUCH A RECOMMENDATION MUST BE MADE IN WRITING AND CONTAINED IN THE MINUTES OF THE BOARD. IF THE AMOUNT OF THE PENALTY IS RESCINDED OR REDUCED I SUGGEST A RESOLUTION BE PASSED BY THE TOWN COUNCIL EVIDENCING THIS FACT. THIS WILL BE FOR THE STATE BOARD OF ACCOUNTS RECORDS.

SINCE THIS IS IVY TECH'S THIRD VIOLATION I BELIEVE SOME PENALTY SHOULD BE ASSESSED, HOWEVER, IT SHOULD NOT BE \$2,500.00 OR EVEN \$1,000.00, BUT PERHAPS \$250.00. THIS WILL

GET THEIR ATTENTION AND SUPPORT THE ACTION OF OUR BUILDING
COMMISSIONER.

IF YOU HAVE ANY QUESTIONS BEFORE I LEAVE ON JUNE 12,
1994, PLEASE DO NOT HESITATE TO CALL ME AT THE OFFICE OR AT
HOME.

SINCERELY.

A handwritten signature in cursive script, appearing to read "Perry".

PERRY MCCALL

Town of Sellersburg
316 EAST UTICA STREET
P.O. BOX 85
SELLERSBURG, INDIANA 47172
(812) 246-3821

June 14, 1994

Dear Attorney McCall:

Mr. Alan Morris called and requested your presents at the next zoning appeals meeting scheduled for July 12th, 1994 at 6:00 p.m. at the Sellersburg Library.

Mr. Morris is the attorney for Ivy Tech and since you were out of town he felt that he should not appear at the meeting scheduled for tonight.

If there are any questions call him at: 282-7566!

Respectfully,

Linda G. Schafer

Linda G. Schafer
Clerk Treasurer

BEFORE THE SELLERSBURG
BOARD OF ZONING APPEALS

RECEIVED JUN 10 1994

INDIANA VOCATIONAL TECHNICAL COLLEGE,
IVY TECH SOUTHCENTRAL,
APPELLANT,

TOWN OF SELLERSBURG
316 E. UTICA ST.
P. O. BOX 5
SELLERSBURG, IN 47172

V.

APPEAL NO. _____

STEPHEN D. PRATHER,
BUILDING COMMISSIONER,
TOWN OF SELLERSBURG,
APPELLEE.

APPEAL

Comes now Indiana Vocational Technical College, Ivy Tech Southcentral, ("Ivy Tech"), and appeals the decision of Stephen D. Prather imposing a \$1,000.00 additional fee on Ivy Tech on or about May 24, 1994. Ivy Tech appeals on the following grounds:

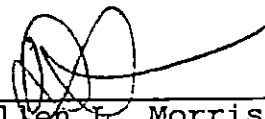
1. The Ordinance upon which the additional fee is based is unconstitutionally vague and is, therefore, not enforceable.
2. The Ordinance has not been uniformly or consistently enforced and, therefore, enforcement of the Ordinance in this matter fails to provide equal protection to Ivy Tech and cannot be enforced as it was in the appealed incident.
3. It does not appear that the enforcement provisions of this Ordinance, which are in essence penalty provisions, were published as required by the provisions of the Indiana Code, and, therefore, the Ordinance is unenforceable.
4. The additional penalty as set forth under the provisions of the Section 7-19(k) of the Building Code of the Town of Sellersburg has no reasonable or rational relationship to

the actions for which the fee is sought and is, therefore, unenforceable under the provisions of the Indiana Code.

5. The actions of the Building Commissioner of the Town of Sellersburg have violated the civil rights of Ivy Tech, and, therefore, the determination of the Building Commissioner should be vacated.

Wherefore, Ivy Tech requests that the determination of the Building Commissioner to charge Ivy Tech the "flat fee" of \$1,000.00 should be vacated, and that that sum should be returned to Ivy Tech immediately. Ivy Tech further requests that a hearing be set in this matter, that appropriate notice be given, that the Building Commissioner be required to appear to testify as to his actions in this matter, and that counsel for Ivy Tech be allowed to cross-examine the Building Commissioner as to his actions. It is further requested that pursuant to the provisions of the Indiana Code appropriate notice be given to any "interested party", and that specific written Findings of Fact be made by the Board of Zoning Appeals as to this matter.

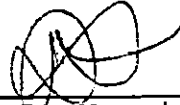
INDIANA TECHNICAL VOCATIONAL
COLLEGE, IVY TECH SOUTHCENTRAL



Allen L. Morris
STITES & HARBISON
323 E. Court Avenue
P. O. Box 946
Jeffersonville, Indiana 47131
(812) 282-7566

CERTIFICATE OF SERVICE

The undersigned certifies that on the 10th day of June, 1994, he served either personally or by mail a copy of the foregoing pleading on Mr. Rod Pate, President, Board of Zoning Appeals, Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, IN 47172; Stephen D. Prather, Building Commissioner, 316 E. Utica Street, Sellersburg, IN 47172; and William P. McCall, Attorney, Attorney for Town of Sellersburg, P.O. Box 729, Jeffersonville, IN 47131-0729.



Allen E. Morris

BEFORE THE SELLERSBURG
BOARD OF ZONING APPEALS

RECEIVED

INDIANA VOCATIONAL TECHNICAL COLLEGE,
IVY TECH SOUTHCENTRAL,
APPELLANT,

TOWN OF SELLERSBURG

2 11 1994

v.

APPEAL NO. _____

STEPHEN D. PRATHER,
BUILDING COMMISSIONER,
TOWN OF SELLERSBURG,
APPELLEE.

APPEAL

Comes now Indiana Vocational Technical College, Ivy Tech Southcentral, ("Ivy Tech"), and appeals the decision of Stephen D. Prather imposing a \$1,000.00 additional fee on Ivy Tech on or about May 24, 1994. Ivy Tech appeals on the following grounds:

1. The Ordinance upon which the additional fee is based is unconstitutionally vague and is, therefore, not enforceable.

2. The Ordinance has not been uniformly or consistently enforced and, therefore, enforcement of the Ordinance in this matter fails to provide equal protection to Ivy Tech and cannot be enforced as it was in the appealed incident.

3. It does not appear that the enforcement provisions of this Ordinance, which are in essence penalty provisions, were published as required by the provisions of the Indiana Code, and, therefore, the Ordinance is unenforceable.

4. The additional penalty as set forth under the provisions of the Section 7-19(k) of the Building Code of the Town of Sellersburg has no reasonable or rational relationship to

the actions for which the fee is sought and is, therefore, unenforceable under the provisions of the Indiana Code.

5. The actions of the Building Commissioner of the Town of Sellersburg have violated the civil rights of Ivy Tech, and, therefore, the determination of the Building Commissioner should be vacated.

Wherefore, Ivy Tech requests that the determination of the Building Commissioner to charge Ivy Tech the "flat fee" of \$1,000.00 should be vacated, and that that sum should be returned to Ivy Tech immediately. Ivy Tech further requests that a hearing be set in this matter, that appropriate notice be given, that the Building Commissioner be required to appear to testify as to his actions in this matter, and that counsel for Ivy Tech be allowed to cross-examine the Building Commissioner as to his actions. It is further requested that pursuant to the provisions of the Indiana Code appropriate notice be given to any "interested party", and that specific written Findings of Fact be made by the Board of Zoning Appeals as to this matter.

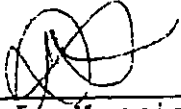
INDIANA TECHNICAL VOCATIONAL
COLLEGE, IVY TECH SOUTHCENTRAL



Allen L. Morris
STITES & HARBISON
323 E. Court Avenue
P. O. Box 946
Jeffersonville, Indiana 47131
(812) 282-7566

CERTIFICATE OF SERVICE

The undersigned certifies that on the 10th day of June, 1994, he served either personally or by mail a copy of the foregoing pleading on Mr. Rod Pate, President, Board of Zoning Appeals, Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, IN 47172; Stephen D. Prather, Building Commissioner, 316 E. Utica Street, Sellersburg, IN 47172; and William P. McCall, Attorney, Attorney for Town of Sellersburg, P.O. Box 729, Jeffersonville, IN 47131-0729.



Allen E. Morris

QUALITY TO STAND



THE TEST OF TIME

TETON CORPORATION

3217 N. STATE RD. 7
MADISON, INDIANA 47250
PHONE: 812-273-2045
FAX: 812-273-6932

June 28, 1994

City of Sellersburg
Board of Zoning Appeals
Rod Pate, President
316 East Utica Street P.O. 85
Sellersburg, IN. 47172

RE: IVY TECH STATE COLLEGE, SELLERSBURG CAMPUS

Board Members:

I am the General Contractor for the Renovation Project currently under construction at Ivy Tech State College, Sellersburg. The total value of this project is \$148,800.00.

I contacted your Building Inspector, Steve Prather to get a permit for the project. I was shocked to find out that the permit would be \$1,488.00. I have worked all over Southern Indiana, never has a permit rate of \$10.00 per \$1000.00 of contract been charged. I anticipated the charge to be similiar to fees charged in other communities which may be at the most \$1.00 per \$1000.00 of contract, at this rate, the permit would have cost \$148.80.

I have contacted the following communities and inspectors to varify nearby rates.

A) New Albany, IN.
Mr. Terry Jenkins Bldg. Insp.
(812) 948-5333

I was told after discussing project parameters with Mr. Jenkins that the permit would be between \$50.00 - \$300.00, after final review of prints.

B) Jeffersonville, IN.
Mr. Bill Gavin, Bldg. Insp.
(812) 285-6415

I was told after discussing project parameters with Mr. Gavin that the permit would be under \$300.00, after final review of prints.

C) Charlestown, IN
Mr. Norman Hutchinson, Bldg. Insp.
(812) 256-7126

I was not able to reach Mr. Hutchinson, however, I did speak with Ms. Dorothy Jenkins, City Clerk of Charlestown. I was told by Ms. Jenkins that there is no permit charge for an interior renovation.

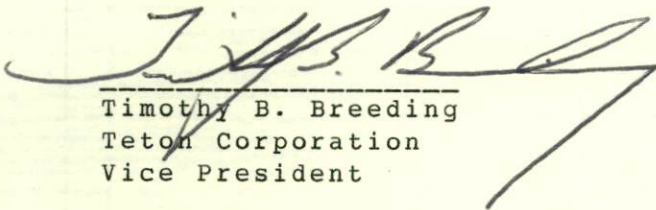
I am concerned about the varying rates and request that this matter be addressed. I appreciate any insight that you may be able to give me into this subject. I feel your rate is extremely out of line. I know of no reason why this rate is justified.

I await your reply. I will pursue this matter through all channels available to me until a satisfactory answer is received.

Please consider this letter my request for permit fee review.

If you should need any further information please do not hesitate to contact me.

Respectfully,



Timothy B. Breeding
Teton Corporation
Vice President

cc: Doyle Berry, Ivy Tech Representative
cc: Richard Wedge, Architect, The Estopinal Group

QUALITY TO STAND



THE TEST OF TIME

TETON CORPORATION

3217 N. STATE RD. 7
MADISON, INDIANA 47250
PHONE: 812-273-2045
FAX: 812-273-6932

June 28, 1994

City of Sellersburg
Board of Zoning Appeals
Rod Pate, President
316 East Utica Street P.O. 85
Sellersburg, IN. 47172

RE: IVY TECH STATE COLLEGE, SELLERSBURG CAMPUS

Board Members:

I am the General Contractor for the Renovation Project currently under construction at Ivy Tech State College, Sellersburg. The total value of this project is \$148,800.00.

I contacted your Building Inspector, Steve Prather to get a permit for the project. I was shocked to find out that the permit would be \$1,488.00. I have worked all over Southern Indiana, never has a permit rate of \$10.00 per \$1000.00 of contract been charged. I anticipated the charge to be similiar to fees charged in other communities which may be at the most \$1.00 per \$1000.00 of contract, at this rate, the permit would have cost \$148.80.

I have contacted the following communities and inspectors to varify nearby rates.

A) New Albany, IN.
Mr. Terry Jenkins Bldg. Insp.
(812) 948-5333

I was told after discussing project parameters with Mr. Jenkins that the permit would be between \$50.00 - \$300.00, after final review of prints.

B) Jeffersonville, IN.
Mr. Bill Gavin, Bldg. Insp.
(812) 285-6415

I was told after discussing project parameters with Mr. Gavin that the permit would be under \$300.00, after final review of prints.

C) Charlestown, IN
Mr. Norman Hutchinson, Bldg. Insp.
(812) 256-7126

I was not able to reach Mr. Hutchinson, however, I did speak with Ms. Dorothy Jenkins, City Clerk of Charlestown. I was told by Ms. Jenkins that there is no permit charge for an interior renovation.

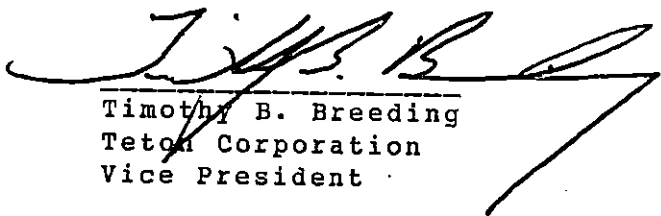
I am concerned about the varying rates and request that this matter be addressed. I appreciate any insight that you may be able to give me into this subject. I feel your rate is extremely out of line. I know of no reason why this rate is justified.

I await your reply. I will pursue this matter through all channels available to me until a satisfactory answer is received.

Please consider this letter my request for permit fee review.

If you should need any further information please do not hesitate to contact me.

Respectfully,



Timothy B. Breeding
Teton Corporation
Vice President

cc: Doyle Berry, Ivy Tech Representative
cc: Richard Wedge, Architect, The Estopinal Group

Stephen D. Prather
Building Commissioner
O.S.H.A./I.O.S.H.A. REP.
Office (812) 246-3821
Mobile (502) 553-5844

**BUILDING COMMISSION
CODE ENFORCEMENT DIVISION
TOWN OF SELLERSBURG**

316 E. Utica Street
Sellersburg, IN 47172

6 JULY 1994

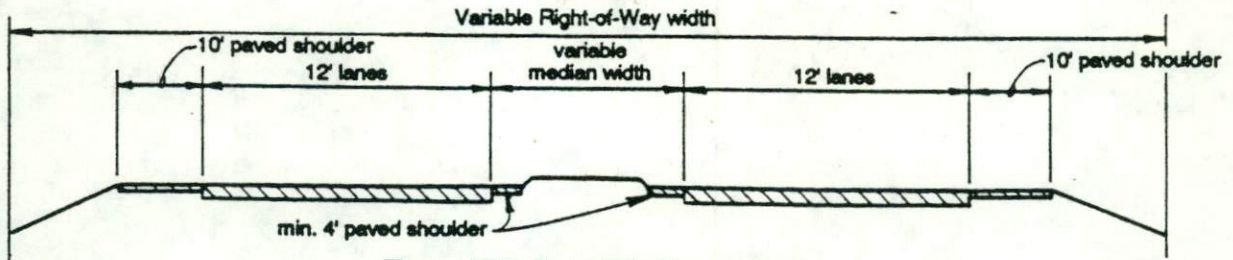
BETTY RIGOT
3719 CHARLESTOWN ROAD
NEW ALBANY, INDIANA 47150

THIS LETTER IS IN REFERENCE TO THE PROPERTY LOCATED AT 8018 HWY 311. IN MY OPINION AS THE BUILDING COMMISSIONER FOR THE TOWN OF SELLERSBURG, THE AFOREMENTIONED PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE TOWN OF SELLERSBURG. THE ZONING FOR THIS PROPERTY IS INTERCHANGE BUSINESS (IB-1).

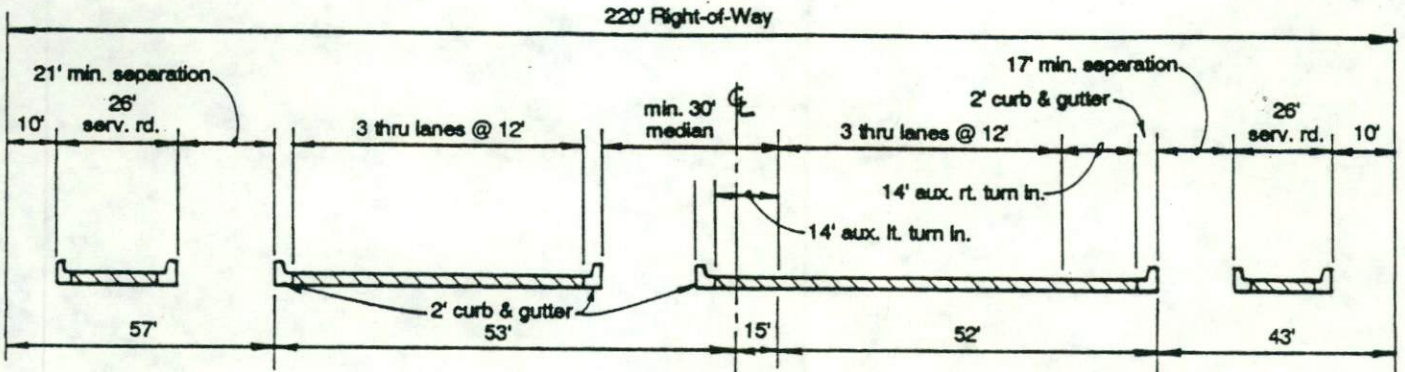
IF YOU HAVE ANY FURTHER QUESTIONS CONCERNING THE ZONING RESTRICTIONS OF IB-1, YOU CAN CONTACT MY OFFICE AT THE ABOVE LISTED PHONE NUMBERS.

STEPHEN D. PRATHER
BUILDING COMMISSIONER
TOWN OF SELLERSBURG



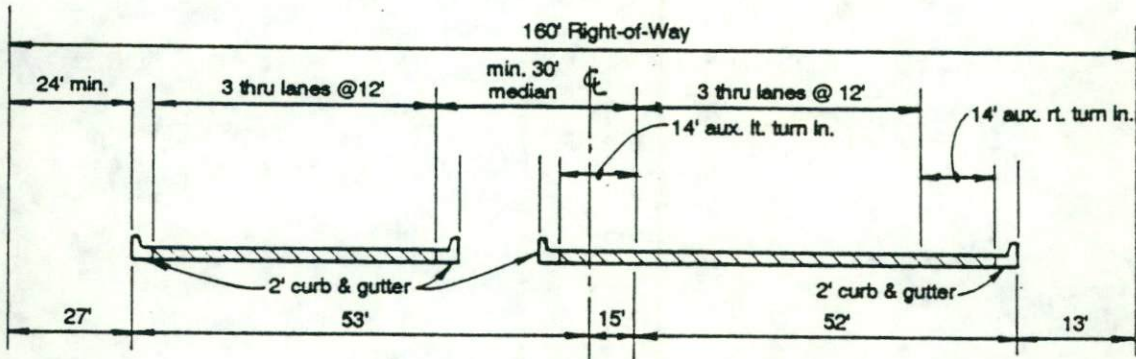


Type "F" Arterial (freeways)

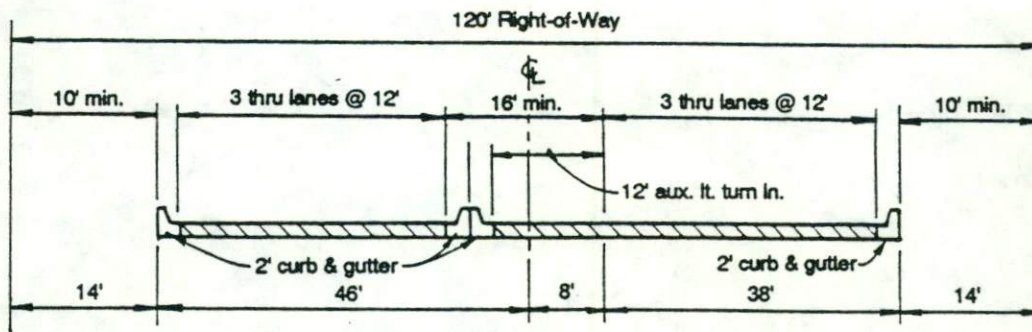


**Type 6-2DS
(divided major arterial with service roads)**

158 apply



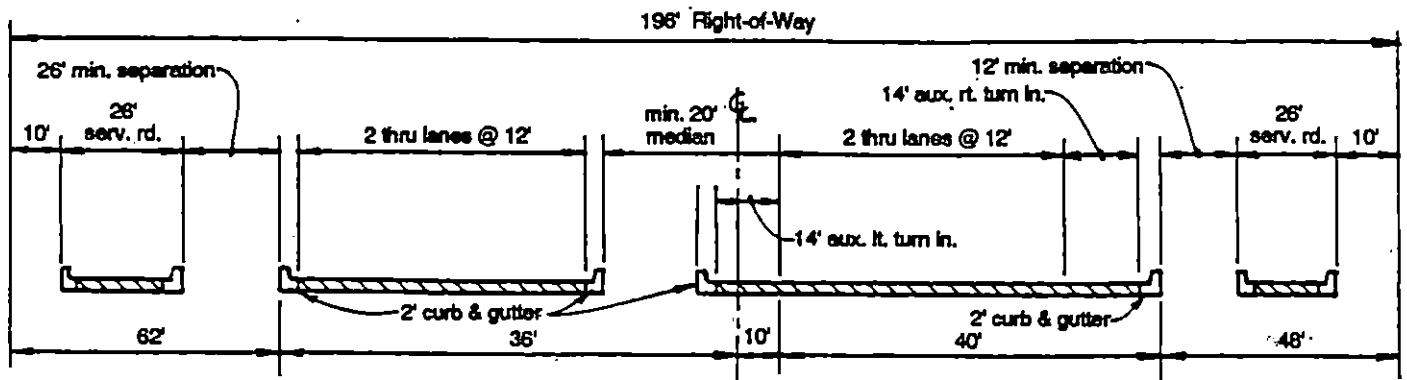
Type 6-2D (divided major arterial)



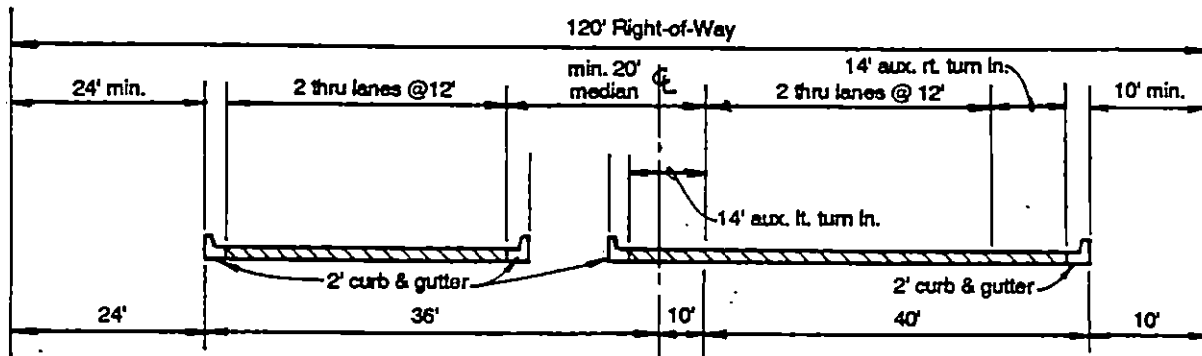
Type 6-2 (undivided major arterial)

Figure 3a

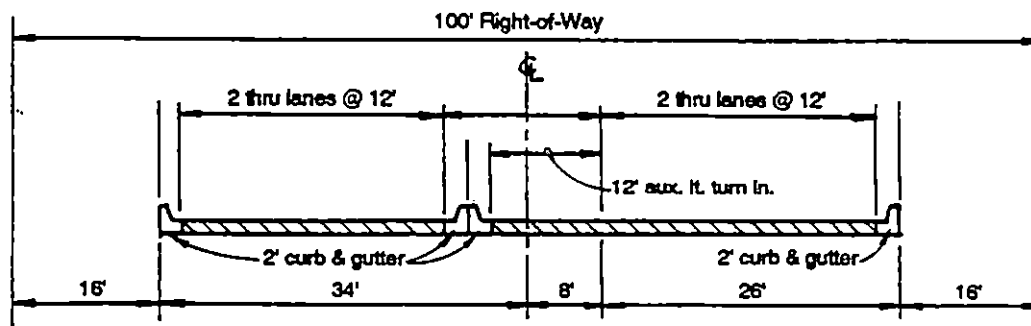
**ARTERIAL CONSTRUCTION TYPE
CROSS SECTIONS**



Type 4-2DS (divided minor arterial with service Rd.)



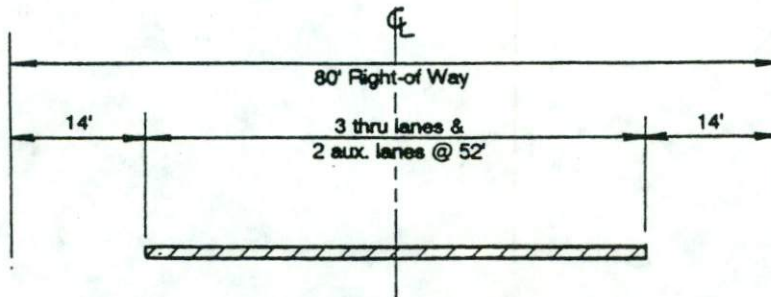
Type 4-2D (divided minor arterial)



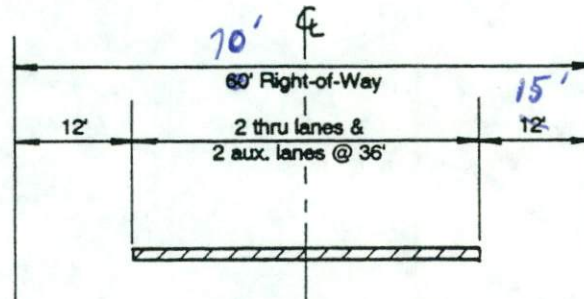
Type 4-2 (undivided minor arterial)

Figure 3b

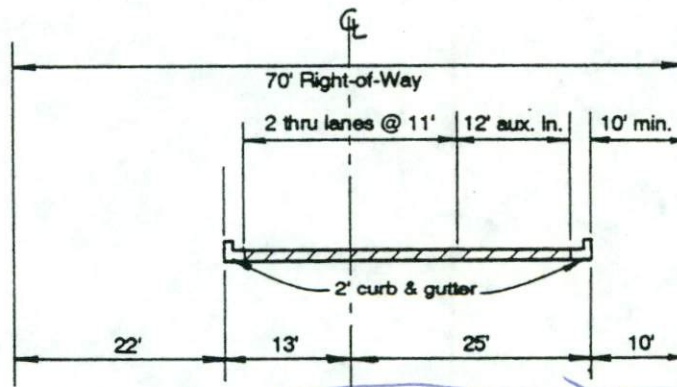
**ARTERIAL CONSTRUCTION TYPE
CROSS SECTIONS**



Type 3-1 (one-way arterial)



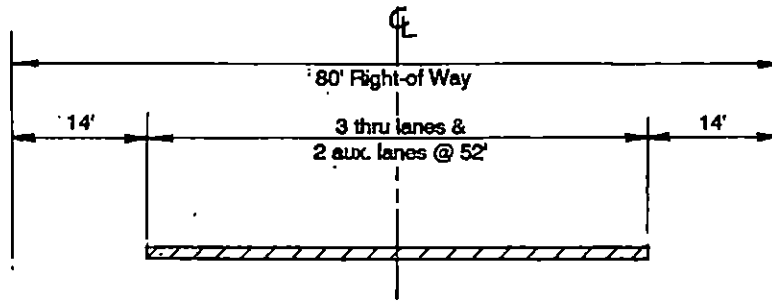
Type 2-1 (one-way arterial)



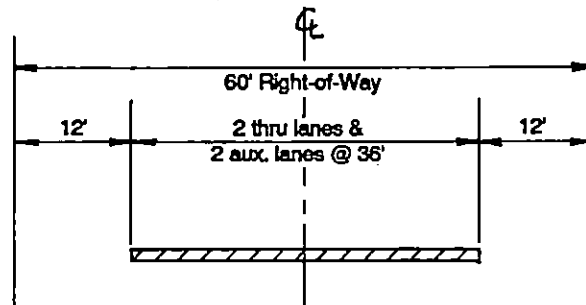
Type C (two lane collector)

Figure 3c

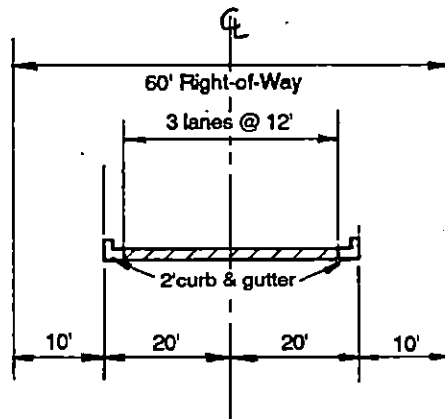
**ARTERIAL CONSTRUCTION TYPE
CROSS SECTIONS**



Type 3-1 (one-way arterial)



Type 2-1 (one-way arterial)



Type C (collector)

Figure 3c

**ARTERIAL CONSTRUCTION TYPE
CROSS SECTIONS**

TABLE 3

CHARACTERISTICS OF ARTERIAL CONSTRUCTION TYPES

Arterial Type	Minimum ROW	Number of Moving Lanes	Pavement Cross Section			Median Divider	Service Road
			Pavement Width		Curb & Gutter Each Side		
			Through Lanes	Auxiliary Lanes			
F	Varies	Varies	12' per lane	12' Each	2'	Yes	No
6-2-DS	220'	6	36'*	12' Each	2'	Yes	Yes
6-2-D	160'	6	36'*	12' Each	2'	Yes	No
6-2	120'	6	36'*	12' Each **	2'	No	No
4-2-DS	196'	4	24'*	12' Each	2'	Yes	Yes
4-2-D	120'	4	24'*	12' Each	2'	Yes	No
4-2	100'	4	24'*	12' Each**	2'	No	No
3-1	80'	3	<-----52'----->			No	No
2-1	60'	2	<-----36'----->			No	No
C	60'	2	<-----36'----->		2'	No	No

artconat

*Each direction.

**Left-turn lane of 14'.

DOEHRMAN & LEWIS

ATTORNEYS AT LAW
425 WATT STREET
JEFFERSONVILLE, INDIANA 47130

TELEPHONE (812) 282-8429
FAX # (812) 284-0956

JOHN W. DOEHRMAN
DAVID A. LEWIS
WILLIAM P. McCALL, III

MAILING ADDRESS:
P.O. BOX 729
JEFFERSONVILLE, IN 47131

August 29, 1994

Rod Pate
Town of Sellersburg
Board of Zoning Appeals
Town of Sellersburg Town Hall
316 E. Utica Street
P.O. Box 85
Sellersburg, IN 47172

Re: Ivy Tech v. Town of Sellersburg

Dear Rod:

Please find enclosed a copy of the fully executed Agreed Order Dismissing Appeal Before The Board Of Zoning Appeals For The Town Of Sellersburg.

If I can be of any additional assistance in this matter, please do not hesitate to contact me. Thank you for your time and cooperation throughout this appeal process. With best wishes, I remain

Sincerely,



William P. McCall III
Sellersburg Town Attorney

WPM:gf

BOARD OF ZONING APPEALS
TOWN OF SELLERSBURG, INDIANA

INDIANA VOCATIONAL TECHNICAL COLLEGE,
IVY TECH SOUTHCENTRAL,
APPELLANT,

V.

APPEAL NO. _____

STEPHEN D. PRATHER,
BUILDING COMMISSIONER,
TOWN OF SELLERSBURG,
APPELLEE.

AGREED ORDER
DISMISSING APPEAL BEFORE
THE BOARD OF ZONING APPEALS
OF THE TOWN OF SELLERSBURG

By agreement of the petitioner, Indiana Vocational Technical College, Ivy Tech Southcentral, ("Ivy Tech"), by counsel, and Stephen D. Prather, Building Commissioner of the Town of Sellersburg, ("Building Commissioner"), appellee, by counsel, it is agreed, ordered, stipulated, and adjudged as follows:

The appeal of Ivy Tech filed with the Town Board of Sellersburg on or about June 10, 1994, and currently set for hearing on July 12, 1994, is hereby dismissed as settled subject to the following agreement:

1. Ivy Tech agrees to dismiss the appeal as set forth herein.
2. The Town Council of the Town of Sellersburg will remit to Ivy Tech \$675.00 and the Town of Sellersburg will retain \$375.00 of the \$1,000.00 ~~fine~~ previously paid by Ivy Tech. *fine 240. 424*
3. The Building Commissioner specifically retains the right to enforce such fees and fines as he deems appropriate in

the future and does not in any manner waive that right by the terms of this agreement.

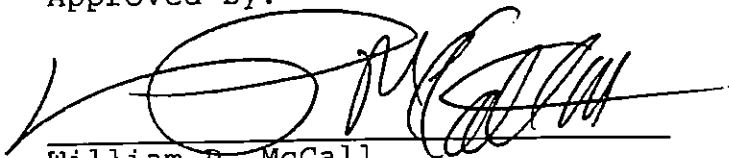
4. Ivy Tech specifically retains the right to object to and appeal any fees or fines which it deems to be inappropriate in the future.

5. This Agreement deals with the appeal set forth above only, and shall not set a precedent for any other matter which comes before the Board of Zoning Appeals.



Allen L. Morris
Attorney for Indiana Vocational
Technical College, Ivy Tech
Southcentral
STITES & HARBISON
323 E. Court Avenue
P. O. Box 946
Jeffersonville, Indiana 47131
(812) 282-7566

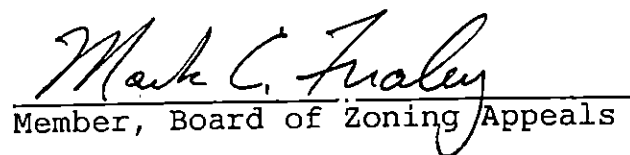
Reviewed and
Approved by:



William P. McCall
Attorney for the Town of
Sellersburg, Indiana
P. O. Box 729
Jeffersonville, IN 47131-0729



Mr. Rod Pate
President, Board of Zoning
Appeals



Member, Board of Zoning Appeals

Kenneth R. Hecker
Member, Board of Zoning Appeals

Francis A. Conroy
Member, Board of Zoning Appeals

Member, Board of Zoning Appeals

Attest to:

Benita G. Pate
Secretary, Board of Zoning
Appeals

DOEHRMAN & LEWIS

ATTORNEYS AT LAW
425 WATT STREET
JEFFERSONVILLE, INDIANA 47130

TELEPHONE (812) 282-8429
FAX # (812) 284-0956

JOHN W. DOEHRMAN
DAVID A. LEWIS
WILLIAM P. McCALL, III

July 18, 1994

MAILING ADDRESS:
P.O. BOX 729
JEFFERSONVILLE, IN 47131

Board of Zoning Appeals
Town of Sellersburg
Sellersburg Town Hall
Sellersburg, IN 47172

RE: Appeal of Ivy Tech Southcentral

Dear Board Member:

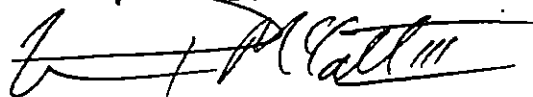
Please find enclosed for your perusal a revised Agreed Order prepared for possible settlement of the above referenced matter. In addition, I have enclosed a letter from Ivy Tech's Attorney Allen L. Morris, as well as additional information which may assist the Board in making its decision.

I have reviewed the Agreed Order. The only changed is paragraph 2, which reflects the Sellersburg Town Council as the entity which will remit \$675.00 to Ivy Tech, and not Stephen D. Prather.

As I indicated at the Board's last meeting, I believe compromise and settlement in this particular case is warranted.

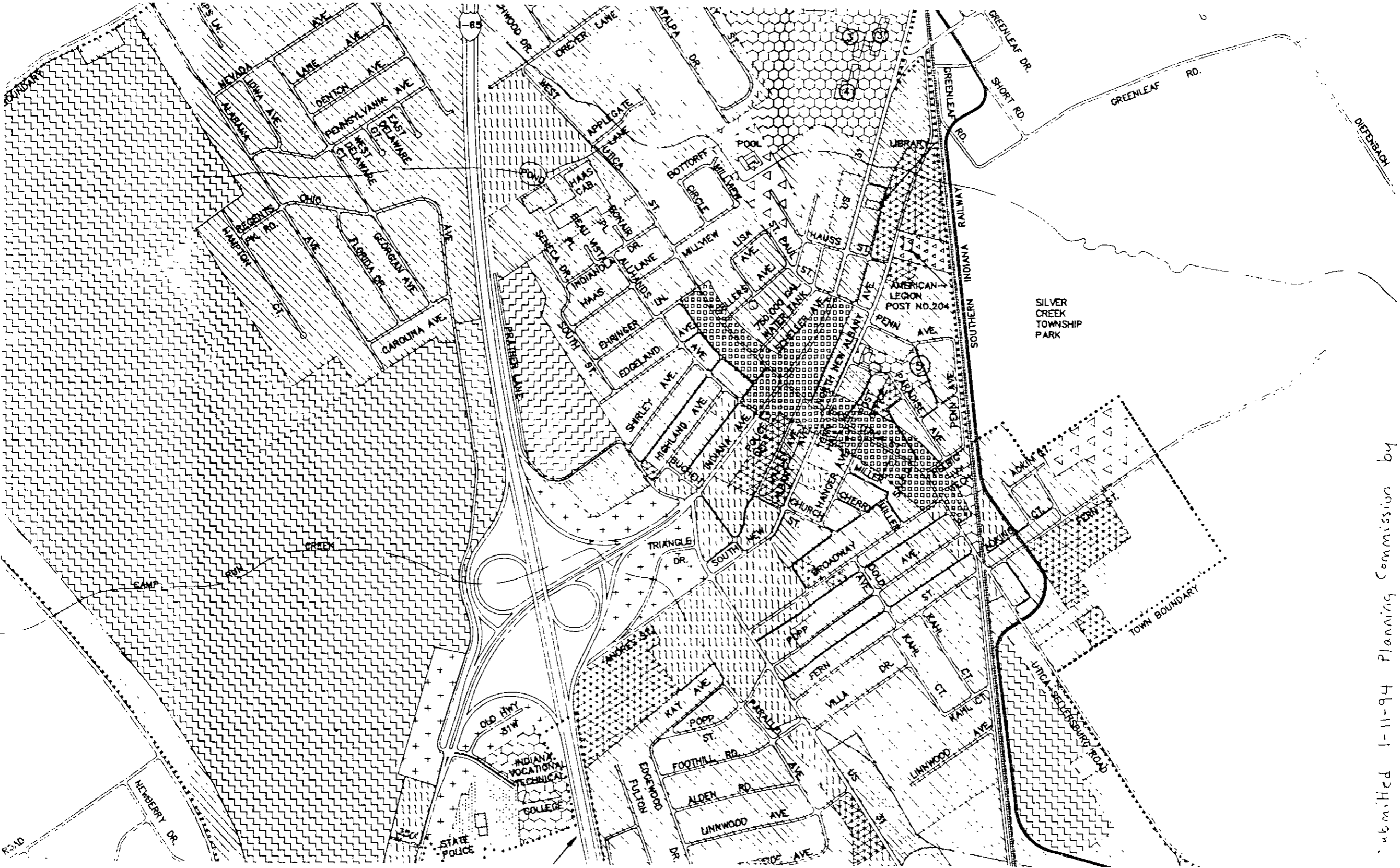
If you have any questions, please do not hesitate to contact me at your earliest convenience. With best wishes, I remain

Sincerely,



William P. McCall III
Sellersburg Town Attorney

Enclosures



SILVER
CREEK
TOWNSHIP
PARK

Submitted 1-11-94 Planning Commission by

LEGAL NOTICE

TOWN OF SELLERSBURG PLAN COMMISSION

NOTICE IS HEREBY GIVEN to the public and more specifically to the people affected that the Plan Commission of the Town of Sellersburg, Indiana, will hold a meeting on the 25th day of July, 1988, at 6:00 o'clock P. M., in the office of the Plan Commission at the Sellersburg Town Hall, 316 E. Utica Street, Sellersburg, Indiana, for the purpose of considering the following, to-wit:

1. That the following described real estate in the Town of Sellersburg, Clark County, Indiana, to-wit:

A part of Lot 18, Lot 19 and a part of Lot 20 of the original plat of the Town of Sellersburg in Survey No. 110 of the Illinois Grant, Clark County, Indiana, and more particularly described as follows: Beginning at a R. R. spike in the center of New Albany Street, said point being S. 18 deg. 00' W. 10.0 feet from the Easternmost corner of said Lot 18, thence N. 18 deg. 00' E. with the center of said street, 143.44 feet to a R. R. spike; thence N. 72 deg. 46' W. 115.41 feet to an iron pin; thence S. 18 deg. 00' W. 147.94 feet to an iron pin; thence S. 75 deg. 00' E. 115.5 feet to point of beginning, containing 0.386 Acre.

ALSO, Lots Nos. 3, 4 and 5 of Harrod's Addition to said town containing 0.492 acre.

Grantor retains the right of joint use of a 15 foot strip of land for ingress and egress as follows, to-wit: Part of Lot 20 of the original plat of the Town of Sellersburg in Survey No. 110 of the Illinois Grant, Clark County, Indiana and more particularly described as follows: Beginning at a R. R. spike in the center of New Albany Street, said point being S. 18 deg. 00' W. 10.0 feet from the easternmost corner of said Lot 18, thence N. 18 deg. 00' E. with the center of said street 128.44 feet to a point, the true place of beginning; thence continuing N. 18 deg. 00' E. with the center of said street 15.0 feet to a R. R. spike; thence N. 72 deg. 46' W. 115.41 feet to an iron pin; thence S. 18 deg. 00' W. 15.0 feet to a point; thence S. 72 deg. 46' E. 115.41 feet to point of beginning, containing 0.386 acre.

Subject to the right-of-way of New Albany Street.

And also, subject to a strip of land ten (10) feet in width along the Northeast side of Lot No. Eighteen (18) on New Albany Street as shown on the Plat of the Town of Sellersburg, said ten foot strip to be used as a common roadway for ingress and egress by the owners of Lots 18 and 19 in the Town of Sellersburg.

is presently zoned as Local Business in accordance with the Master Plan of the Town of Sellersburg, Indiana.

2. That Ralph Diefenbach requests that the above described real estate be re-zoned as a General Commercial District in accordance with the Master Plan of the Town of Sellersburg.

Anyone affected by or interested in the results of said hearing is hereby invited to attend and be heard in connection therewith.

Dated this 7th day of July, 1988.

/s/ Plan Commission
of the Town of Sellersburg