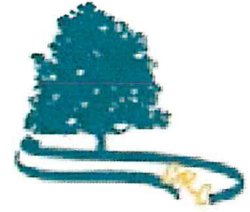


Sellersburg Redevelopment Commission

316 East Utica Street
Sellersburg, Indiana 47172



Minutes for May 6, 2024

(These minutes are not intended to be a verbatim transcript)

Call to Order:

The Redevelopment Commission Meeting was called to order, as noticed, on May 6, 2024, by Terry Langford at 5:09 p.m. in the Sellersburg Town Hall.

Confirmation of Quorum and Proper Notice of Meeting:

Roll Call of Attendance

Present were Commission members Terry Langford, Doug Reiter, Josh Kornberg, Patrick Duggins, and Justin Endres, Attorney. Michael Richardson joined shortly thereafter.

Others Present:

Nick Lawrence of The Wheatley Group (TWG)

Charlie Smith, Town Manager

Josh Darby of Jacobi, Toombs, and Lanz

Not Present:

Executive Session:

NONE

Consent of Minutes:

April 1, 2024 Meeting Minutes Presented

Doug Reiter moved, second by Josh Kornberg, to approve the minutes as presented. Vote: 4-aye, 0-nay, 0-abstained, motion approved. (Michael Richardson had not yet joined the meeting)

Approval of Claims:

- The Claims Register was presented and approved adding a Lawn Cure amount of \$470.00.

TIF | Fund 4406000450

- Amazon | Pickleball Stencil Kit | \$199.98
- Camcoat | Pickleball Court Paint/Paint Supplies | \$2,176.25

CEDIT | Fund 2209000432

- The Wheatley Group | Consulting Retainer – May | \$3,500.00
- Young, Lind, Endres, & Kraft | Legal Services Retainer – May | \$600.00
- Duke Energy | Camp Run Signal | \$22.68
- Lawn Cure | Camp Run Lawn Maintenance | \$470.00

Josh Kornberg moved, second by Pat Duggins, to approve the claims register as amended adding the Lawn Cure amount of \$470.00. Vote: 5-aye, 0-nay, 0-abstained, motion approved.

Fund Reports:

- TIF | \$498,875.00
- CEDIT | \$38,244.92

Old Business:

NONE

New Business:

NONE

Project Updates:

The Wheatley Group (TWG) | Project Updates

The TWG May 2024 Activity Summary Presented to the Commission by Nick Lawrence.

Business Development/Marketing

- Mr. Lawrence met with a Louisville-based commercial real estate investment company to discuss Sellersburg development opportunities for multiple retail brands.
- Mr. Lawrence joined a conference call with an Indianapolis-based real estate broker representing a national commercial tenant expressing interest in the Highway 60 corridor.
- Mr. Lawrence met with a commercial real estate investment company regarding Exit 7 opportunities.
- Mr. Lawrence participated in Sprigler Development and Starbucks phone conversations to discuss pre-closing due diligence items.

Project Management

- Mr. Lawrence communicated with an ARC representative to discuss the Camp Run/Coffee Crossing area improvements.
- Mr. Lawrence met with Jacobi, Toombs, and Lanz representatives to discuss the Greenwood Sanitary Improvement Project.

TIF/Financial

- Mr. Lawrence completed the 2023 Annual Report and informed the Clerk-Treasurer's office of the report status.
- Mr. Lawrence began the preparation of the Annual Presentation and excess assessed value notifications for presentation at the June RDC meeting.
- Mr. Lawrence communicated with First Savings bank regarding semi-annual debt reporting requirements for the Camp Run BOT.

Jacobi, Toombs, and Lanz (JTL) Updates / Professional Services Agreement

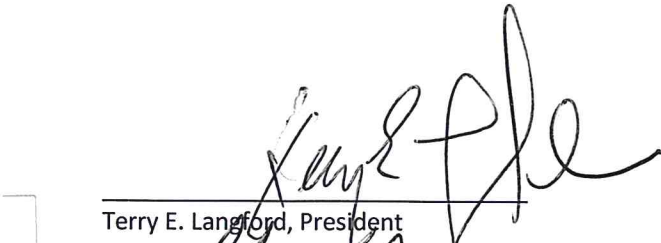
- JTL/RDC Professional Services Agreement for the Greenwood Road Sanitary Improvement Project
Josh Darby presented an agreement for JTL to begin the survey and design of the Greenwood Road Sanitary Improvement Project with their professional fees not to exceed \$35,000.00.

Pat Duggins moved, second by Josh Kornberg, to approve the Jacobi, Toombs, and Lanz Professional Services Agreement. Vote: 5-aye, 0-nay, 0-abstained, motion approved.

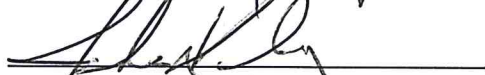
PRESIDENT LANGFORD advised the next Redevelopment Commission regular meeting to be held on Monday, June 3, 2024, at 6:00 p.m. in the Town Hall Meeting Room.

Motion to adjourn by:

Doug Reiter moved, second by Josh Kornberg, to adjourn the meeting. 5-aye, 0-nay, 0-abstained, motion approved. The meeting adjourned at 5:39 p.m.



Terry E. Langford, President



Joshua Kornberg, Secretary

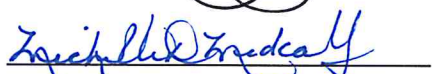


Michael Richardson, Member

Douglas J. Reiter, Vice President



Patrick Duggins, Member



Rachel Dredka, Recording Secretary



COPY

PROFESSIONAL SERVICES AGREEMENT

This is an agreement made as of this 6 day of May, 2024, between the Town of Sellersburg, Indiana Redevelopment Commission (OWNER) and Jacobi, Toombs and Lanz, Inc. (JTL), a registered corporation.

OWNER hereby retains JTL to perform services in connection with a Project as described in Attachment A. JTL agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in Attachment B.

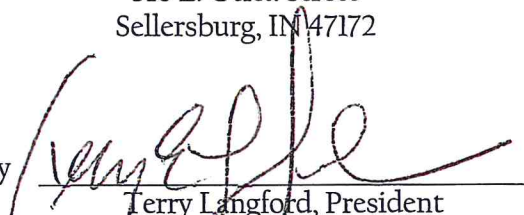
This Agreement consists of this document together with Attachment A – Project Requirements, and Attachment B – Terms and Conditions. This agreement supersedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

In executing this Agreement, the undersigned also acknowledges their authority to bind the parties to all terms and conditions.


In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Sellersburg Redevelopment Commission
316 E. Utica Street
Sellersburg, IN 47172

By


Terry Langford, President
Redevelopment Commission

Witness



Jacobi, Toombs and Lanz, Inc.
1829 E. Spring St., Suite 201
New Albany, IN 47150
(812) 945-9585

By

Michael Harris
Michael Harris (May 3, 2024 15:15 EDT)
Michael C. Harris, PE
President

Witness

Thomas Cucura
Thomas Cucura (May 3, 2024 15:22 EDT)
Thomas Cucura, PE
Water Resources Engineer

**Professional Services Agreement
Attachment A
Project Requirements**

Consultant:

Jacobi, Toombs & Lanz, Inc.

Project Description:

In anticipation of upcoming development near Appleleaf Lane and Greenwood Road, a portion of the existing gravity sewer system in that area needs to be replaced due to sagging lines and deteriorated pipe. The specific scope of work includes:

- Topographic Survey
JTL will perform topographic surveying within the project corridor, described as follows, to identify existing terrain and utilities as marked in the field. JTL will also research and resolve existing right-of-way and property lines. The deliverable will be in AutoCAD format to be used for Engineering Design. The project extents are shown on the attached map. The project corridor is estimated to be approximately 1,100 ft. in length and 50 ft in width.
- Design - Construction Plans
JTL will design and provide construction plans for the replacement of the Greenwood Road Sewer, as shown on the attached map, meeting Town Wastewater Construction Standards. Approximately 405 ft. of 8" sewer will be replaced in kind and approximately 705 ft. of 10" sewer will be replaced with 12" sewer. Approximately 4-5 manholes will also be replaced. The pipe varies from 6-8 feet deep and will be replaced at more-or-less the same alignment as the existing gravity sewer.
- Specifications and Bidding
JTL will prepare technical specifications and a bid request package to accompany the construction plans. The construction cost is estimated to be more than \$150,000, so the public bidding process will be required. JTL will assist the Owner with solicitation of bids, answering Contractor's questions during bidding, bid opening and recommendation to the Owner for award.

Scope of Services Not Included:

- Easement Plat Preparation
It appears that the existing sewer is in an existing easement or road right-of-way, therefore no easement plats will be required.
- Geotechnical Exploration
Because the pipe is being replaced in-place, no rock information should be necessary.
- Permitting
Since the force main is being proposed to be replaced in-place, with no shift in alignment, a Sewer Construction permit is not required.
- Construction Administration/Inspection
Construction Administration and Inspection Services are not included in the scope of this agreement and can be added, if requested, by separate contract at a later date.

Project Schedule:

JTL will begin work upon receipt of signed work order agreement. The project will be complete and ready for bid within 60 days of the signed work order.

Method of Compensation:

Payment to the CONSULTANT shall be on a lump sum basis for a sum of \$35,000. A breakdown of the tasks/fees are as follows:

• Topographic Survey	- \$10,000.00
• Design - Construction Plans	- \$20,000.00
• <u>Specifications and Bidding</u>	- <u>\$ 5,000.00</u>
Total	- \$35,000.00

If easement plats and descriptions are required, payment to the CONSULTANT shall be on a lump sum basis for an additional amount of \$1,500 per parcel.

The CONSULTANT may submit monthly invoices for payment for work completed to date.

Non-Discrimination:

The CONSULTANT will not discriminate on the grounds of race, color, or national origin.

Drug-Free Workplace:

The CONSULTANT further certifies that they maintain a drug-free workplace as required by Federal and State Regulations.

Professional Services Agreement
Attachment B
Terms and Conditions

Services Jacobi, Toombs and Lanz, Inc. (JTL) will perform services for the Client with these Terms and Conditions. JTL has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by JTL in performing their services.

Authorized Representatives The officer assigned to the Project by JTL is the only authorized representative to make decisions or commitments on behalf of JTL. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to JTL at Project inception. JTL will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Site Access The Client shall obtain all necessary approvals for JTL to access the Project site(s).

Period of Service JTL shall perform the services for the Project in a timely manner within the standard of care. JTL will strive to perform its services according to the Project schedule set forth in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to and accepted by the Client.

Compensation In consideration of the services performed by JTL, the Client shall pay JTL in the manner set forth in Attachment A. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. If delays on the project take place, JTL shall notify the Client's designated agent of the nature and cause of the delay and any additional costs this may create both in the Project cost itself and the compensation due to JTL. The client shall then review the nature and cause of the delay and additional costs, and the parties shall separately agree to any extensions of time or additional compensation to JTL.

Payment Definitions The following definitions shall apply to methods of payment:

- Salary cost is defined as the individuals base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by JTL employment policy.
- Cost plus is defined as the individuals base salary plus actual overhead plus professional fees. Overhead shall include customary and statutory benefits, administrative expenses, and non-project operating costs.
- Lump sum is defined as a fixed price amount for the scope of services described.
- Standard Rates is defined as individual time multiplied by standard billing rates for that individual.
- Subcontracted services are defined as Project-related services provided by other parties to JTL.
- Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms JTL shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 45 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. JTL may be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to JTL is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give JTL the right to stop work until payments are current. Non-payment beyond 90 days shall be just cause for termination by JTL.

Additional Services The Client and JTL acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. Other than an emergency, JTL shall notify the Client through its designated agent, prior to incurring additional expenses or performing additional work, of the need for additional services or work that JTL reasonably believes may be necessary. The Client shall then review the nature of the additional services, and the payment for such additional services. The parties shall separately agree on the need for additional services and payment for such additional services.

**Professional Services Agreement
Attachment B
Terms and Conditions**

Independent Consultant JTL shall serve as an independent consultant for services provided under this agreement. JTL shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by JTL.

Standard of Care Services provided by JTL will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. JTL will not be liable for the cost of any omission that adds value to the Project.

Compliance with Laws JTL shall perform its services within the standard of care and endeavor to incorporate laws, regulations, and codes applicable at the time the work is performed. In the event that standards of practice or legal requirements change during the Project, JTL shall promptly notify the Client through its designated agent of such changes and any additional costs that this may create both in the Project cost itself and the compensation due to JTL. The Client shall then review the nature and cause of the changes and additional costs, and the parties shall separately agree to any changes in the Project or additional compensation to JTL.

Permits and Approvals JTL will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Ownership of Documents Documents prepared by JTL for the Project are instruments of service and shall remain the property of JTL. Record documents of service shall be based on the printed copy. JTL will furnish documents electronically, however, the Client releases JTL from any liability that may result from documents used in this form. JTL shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Insurance JTL will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Worker's Compensation</u>	\$500,000 per Accident and \$500,000 Policy Limit
<u>Commercial General</u>	\$1,000,000 per occurrence

<u>Liability</u>	(bodily injury including death & property damage) \$2,000,000 aggregate
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. JTL shall be a named insured on those policies where JTL may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Mutual Waiver of Subrogation To the extent damages are covered by property insurance, JTL and the client waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth specifically in the Contract Documents. JTL or the Client, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Indemnification JTL shall indemnify the Client from any reasonable damages caused by the negligent act, error, or omission of JTL in the performance of services under the Project. If such damage results in part by the negligence of another party, JTL shall be liable only to the extent of their proportional negligence.

Third Party Claims The Client will compensate JTL for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of JTL.

Legal Expense In the event legal action becomes necessary to enforce the provisions of this agreement, neither party shall be entitled to recover the costs of legal action against the opposing party, including, but not limited to, court costs, attorney fees, and related legal expenses.

**Professional Services Agreement
Attachment B
Terms and Conditions**

~~**Lien Rights** JTL may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by JTL are considered property improvements and the Client waives the right to any legal defense to the contrary.~~

Consequential Damages Neither the Client nor JTL shall be liable to the other for any consequential damages regardless of the nature or fault.

Environmental Matters The Client warrants they have disclosed all potentially hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, JTL shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. JTL and the Client acknowledge that unforeseen environmental matters may arise during the course of the Project. The Client shall notify JTL of any potential environmental matters of which the Client may be aware, and JTL shall immediately notify the Client through its designated agent of any environmental matters of which JTL becomes aware. The parties shall mutually agree to a course of action, which shall include termination of the Project. In the case of an emergency, JTL will take appropriate action and immediately contact the Client's designated agent. In the event of an emergency, JTL will be compensated for actual costs and for its services based on the billing rates established in the agreement.

Cost Opinions The Client and JTL acknowledge that actual costs may vary from the cost opinions prepared and that JTL offers no guarantee related to the Project cost.

Independent Counsel The Client agrees to obtain independent legal and financial counsel for the Project considering JTL does not furnish these services.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. JTL may offer advice concerning the value of the

contingency fund; however, JTL shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by JTL.

Contractor Selection JTL may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

Shop Drawing Review If included in the scope of service, JTL shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. JTL shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

Construction Review If included in the scope of service, JTL shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make JTL responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work JTL may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety JTL shall be responsible solely for the safety precautions or programs of its employees and no other party. JTL shall not be responsible for any aspect of Contractor site safety.

Information from Other Parties The Client and JTL acknowledge that JTL will rely on information furnished by other parties in performing its services under the Project. JTL shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

**Professional Services Agreement
Attachment B
Terms and Conditions**

Construction Record Drawings If included in the scope of service, JTL will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, JTL cannot and does not warrant their accuracy.

Force Majeure Neither party will hold the other responsible for damages or delay caused by acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

Dispute Resolution The Client and JTL agree that they shall first undertake voluntary negotiation when an issue or a claim occurs. If no resolution is reached, both parties agree to diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution, excluding AAA, prior to exercising their rights under law. JTL shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by JTL with cause upon fourteen (14) days written notice. JTL shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay JTL all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, JTL shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or JTL may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. JTL shall submit an invoice for services performed up to the effective date of termination and the Client shall pay JTL all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing

contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty JTL provides no other expressed or implied warranty.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and JTL will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and JTL shall survive the completion or termination of services for the Project.

No Personal Liability The client further agrees that, to the fullest extent permitted by law, no owner, shareholder, officer, director, partner, principal or employee of JTL shall have personal liability under this indemnification provision, under any provision of the Agreement, or for any matter in connection with the Professional Services provided by JTL in connection with the project.