



**BOARD OF SANITARY COMMISSIONERS
REGULAR MEETING
10:00 a.m. August 21, 2018
Third Floor City Hall**

**CITY OF
TERRE HAUTE
BOARD OF
SANITARY COMMISSIONERS**

City Hall
17 Harding Avenue, Room 200
Terre Haute, IN 47807

Phone: 812.232.5458
Fax: 812.234.3973

www.terrehaute.IN.gov

AGENDA

1. Call to Order
2. Roll Call
3. Public Comments
4. Approve Minutes
5. Resolution #3, 2018 Transfer of Funds
6. Claims
7. Vehicle Title Change
8. Hulman Lake Dam Inspection Proposal
9. Other
10. Adjournment

**Minutes of Regular Meeting of the
Board of Sanitary Commissioners
Terre Haute, IN
August 7, 2018**

A regular Meeting of the Board of Sanitary Commissioners was held in the Mayor's Conference Room on the third floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana, on the 7th day of August 2018, at 10:00 a.m. Those present were Charles Ennis, Larry Auler, Brad Bush, and Tim Adams for the Board of Sanitary Commissioners. Terry Modesitt was also present. Jim Winning was not present.

Also present was Debbie Padgett of the WWTP; Troy Swan of HWC; and Marcus Maurer and Sally Roetker of the Engineering Department.

The meeting of the Board of Sanitary Commissioners was called to order by President Brad Bush.

There were no public comments.

APPROVE MINUTES

The minutes from the July 17th, 2018 meeting were presented to the Board.

On motion of Larry Auler, seconded by Tim Adams, and unanimously approved, it was resolved that the minutes from the July 17th, 2018 meeting be approved.

APPROVE CLAIMS

The list of claims was presented to the Board for Sanitary District General and Waste Water Treatment Plant and discussed.

On motion of Tim Adams, seconded by Chuck Ennis, and unanimously approved that claims be approved as presented.

AGREEMENT BETWEEN WWTP AND ENGINEERING DEPT

Terry Modesitt reviewed and approved. This is a 5 year agreement. The agreement is required by the State.

On motion of Tim Adams, seconded by Larry Auler, and unanimously approved it was resolved that the agreement between WWTP and Engineering Dept be approved. Chuck Ennis abstained from vote because he wrote the agreement.

OTHER

There was no other business.

ADJOURNMENT

The next regular meeting of the Sanitary Board will be held on August 21, 2018 at 10:00 a.m. in the Mayor's Conference Room, 3rd Floor, City Hall, 17 Harding Avenue, Terre Haute, Indiana.

APPROVED on the _____ day of _____, 2018.

Brad Bush, President

Tim Adams, Vice President

Jim Winning, Secretary

Larry Auler, Member

Chuck Ennis, Member

RESOLUTION #3

2018 TRANSFER OF FUNDS

Be it resolved that the following transfer is hereby approved by the
Sanitary District Board of Commissioners:

CITY OF
 TERRE HAUTE
 BOARD OF
 SANITARY COMMISSIONERS

City Hall
 17 Harding Avenue, Room 200
 Terre Haute, IN 47807

Phone: 812.232.5458
 Fax: 812.234.3973

www.terrehaute.IN.gov

	FROM	
WWTU Acct	0620-0061-03-437051	
	Drainage Improvements	\$ 11,000.00
	TO	
WWTU Acct	0620-0061-03-437050	
	Drainage Ways	\$ 11,000.00
TOTAL		\$ 11,000.00

For the purpose of providing sufficient funds for payment of services.

DATE: _____

Board of Sanitary Commissioners

President

Vice-President

Secretary

Commissioner

Commissioner

Sanitary District Claims August 21, 2018

SANITARY BOND FUND

WWUTILITY / 0620-0061- Services Contractual

Faegre Baker Daniels	Cavu Ops, Inc./July 2018	\$ 6,688.00
Modesitt Law Firm	Legal Services/ June 2018	\$ 9,941.62
IUPPS	Sewer Locates/ June 2018	\$ 1,216.00

WWUTILITY / 0620-0061- Insurance General/Prop & Casualty

WWUTILITY / 0620-0061- Publication of Legal Notices

WWUTILITY / 0620-0061- Drainage Improvements

WWUTILITY / 0620-0061- Drainage Ways

Blann & Son	Lost Crk/ 7/16/18-7/27/18	\$ 30,895.24
-------------	---------------------------	--------------

MAIN LIFT STATION/ SRF FUND

PHOSPHORUS REMOVAL/ SRF FUND

HWC Engineering	WWTF Phosphorus Removal	\$ 13,354.50
-----------------	-------------------------	--------------

SRF INTEREST FUND

CSO/LTCP P23

HWC Engineering	Program Management	\$ 588.00
-----------------	--------------------	-----------

Wastewater Utility Claims August 21, 2018

347.090 User Fees
 Jeri / Harmon Sewer Bill Refund \$1,124.50

Personnel Services

414.020 Protective Clothing
 American Welding & Gas Inc. Welding Gloves \$17.00
 Lou's Gloves Inc. Nitrile Gloves \$860.00
 Shoe Dept. Inc. Safety Boots - Ron M. \$140.00

Operating Supplies

422.005 Operational Supplies
 American Welding & Gas Inc. Welding Rods \$129.80
 American Welding & Gas Inc. Propane \$32.98
 Batteries Plus Bulbs Batteries \$34.41
 Complete Outdoor Equip. Co. Inc. Oil \$197.88
 Electrical Automation Services LLC Flex Tape \$17.38
 Jack Doheny Companies Inc. Rubber Straps \$273.14
 John Deere Financial Inc. Cat Litter \$151.62
 Jones & Sons Inc. Topsoil \$2.00
 Lawson Products Heavy Duty Ty-Raps, Paint \$172.02
 Lawson Products Paint, Turbo Mixer, Etc. \$226.05
 Matco Tools Kneepads \$169.15
 Menards Batteries, Fly Ribbon \$17.65
 N.E.W. Interstate Concrete Inc. Fiber \$12.25
 N.E.W. Interstate Concrete Inc. Fiber \$59.50
 N.E.W. Interstate Concrete Inc. Fiber \$66.50
 N.E.W. Interstate Concrete Inc. Fiber \$15.75
 Quality Automotive Dist. Corp. Glass Sealant \$44.02
 Sam's Club Toilet Paper, Pinesol, Batteries \$112.07

422.010 Gas
 Automated Fuels Inc. Gas \$3,263.31

422.020 Diesel
 Automated Fuels Inc. Diesel Fuel \$3,155.38

Other Supplies

422.110 Boc Gas
 Airgas, Inc. Acetylene, Oxygen \$227.10
 Praxair Distribution Argon, Nitrogen \$113.61

422.160 Lab Supplies
 IDEXX Laboratories Inc. Colilert, Quanti-Trays, Etc. \$1,656.83
 NCL Of Wisconsin Inc pH Paper, Plastic Beaker, Etc. \$444.25
 NCL Of Wisconsin Inc pH Paper \$50.10

Rep./Maint. Supplies

423.015 Maint./Rep.

American Welding & Gas Inc.	Cable Cover	\$96.96
Big O Tires	New Tires	\$699.96
Coldwell & Company Inc.	Steel Hose	\$12.32
Complete Outdoor Equip. Co. Inc.	Idler Pulley, Guide Bar Nuts, Etc.	\$41.60
Complete Outdoor Equip. Co. Inc.	Belt	\$52.37
Complete Outdoor Equip. Co. Inc.	Engine to Deck Belt	\$39.78
Electrical Automation Services LLC	Cable, Electrical Supplies, Solar Panel, Etc.	\$5,218.92
Jack Doheny Companies Inc.	Water Hose	\$300.00
Jones Fabrication & Machining Inc.	Aluminum	\$385.33
Jones Fabrication & Machining Inc.	Metal	\$4,787.16
Kelly Metal Products Inc	HR Bars	\$14.65
Lawson Products	Anchor Bolts	\$231.88
Lawson Products	Washers, Connectors, Etc.	\$226.85
Lawson Products	Hex Nuts	\$64.78
Lowe's	PVC Pipe, Adapters, Coupling, Etc.	\$15.22
Mastercard	Hardee - Driveshaft	\$279.14
McCord Tire Service Inc.	New Tires	\$68.28
McCord Tire Service Inc.	New Tires	\$273.12
McCord Tire Service Inc.	Alignment on a Police Vehicle	\$62.54
Menards	Lumber, Truss Hangers	\$40.86
N.E.W. Interstate Concrete Inc.	Flowable Fill	\$2,114.00
N.E.W. Interstate Concrete Inc.	Flowable Fill	\$490.75
N.E.W. Interstate Concrete Inc.	Limestone Air	\$161.00
N.E.W. Interstate Concrete Inc.	Flowable Fill	\$755.00
N.E.W. Interstate Concrete Inc.	Flowable Fill, Limestone Air	\$2,292.00
N.E.W. Interstate Concrete Inc.	Flowable Fill	\$755.00
N.E.W. Interstate Concrete Inc.	Flowable Fill	\$641.75
N.E.W. Interstate Concrete Inc.	Limestone Air	\$874.00
N.E.W. Interstate Concrete Inc.	Flowable Fill	\$453.00
N.E.W. Interstate Concrete Inc.	Limestone Air	\$207.00
Powered Equipment & Repair	Fan, Cogged Belts	\$973.00
Quality Automotive Dist. Corp.	Adapter Kit	\$8.68
Quality Automotive Dist. Corp.	Oil Filters	\$26.52
Quality Automotive Dist. Corp.	Tailgate Handle Bezel	\$7.19
Quality Automotive Dist. Corp.	Oil Filters	\$10.60
Quality Automotive Dist. Corp.	Wheel Nuts	\$0.45
Quality Automotive Dist. Corp.	Brake Pads	\$17.79
Quality Automotive Dist. Corp.	Blower Motor Resistor	\$41.37
Quality Automotive Dist. Corp.	Sensor	\$25.60
Quality Automotive Dist. Corp.	Battery	\$60.30
Quality Automotive Dist. Corp.	AC Kit, AC Condenser	\$358.42
Quality Automotive Dist. Corp.	Serpentine Belt	\$15.38
Quality Automotive Dist. Corp.	Hub Assembly	\$242.30
Quality Automotive Dist. Corp.	Washers, Valves, Etc.	\$66.33
Quality Automotive Dist. Corp.	Switches	\$79.76
S & K Equipment Company Inc.	Waste Tube, Rebuild Kit	\$493.02
Southwest Auto Company	Door Glass	\$85.00
Town & Country Ford	Seat Cushions, Cover Assemblies	\$1,072.24
Vigo Dodge Inc	Thermostat	\$26.03
Wabash Valley Motor & Machine Inc.	Capacitors	\$98.10
York Chevrolet Inc.	Tailgate Bezel, Tailgate Latch	\$51.16
York Chevrolet Inc.	Heating & Air Conditioning Control Panel	\$202.30

Professional Services

432.010 Services Contractual

American Water Capital Corp.	Municipality Shut Offs	\$5,005.00
B & B Food Distributors Inc.	Service Charge	\$78.92
Electrical Automation Services LLC	IT Services	\$23,165.00
FirsTech, Inc.	Monthly Maintenance Fee, Processed Payments	\$379.75
Gripp Inc.	Data Hosting Services	\$8,424.00
McGuire Excavating & Trucking Inc.	Disposal Loads	\$25.00
Moser Consulting	Service Agreement	\$750.00
Moser Consulting	Service Agreement	\$1,000.00
Moser Consulting	Debt Tracker Programming	\$4,000.00
Overhead Door Company of Terre Haute	Repaired a Fence	\$669.52
Time Warner Cable	Internet Service	\$2,562.25
Verizon Wireless	Air Cards for Lift Stations	\$289.22

432.039 CS-Lagoons		
Merrell Bros Inc.	Sludge Removal	\$564,124.14

432.071 Lab Testing		
JRM Environmental, Inc.	Mercury Testing	\$625.00
McCoy & McCoy Laboratories Inc.	Lab Testing	\$167.00
Pace Analytical Services Inc.	Lab Testing	\$52.00
Pace Analytical Services Inc.	Lab Testing	\$52.00

432.072 Sycamore Ridge Landfill		
Republic Services	Trash Removal	\$336.54
Republic Services	Trash Removal	\$1,353.11
Sycamore Ridge Landfill	Street Sweepings	\$474.55

432.073 Biosolids to Landfill		
Sycamore Ridge Landfill	Biosolids to Landfill	\$3,589.39

Comm./Transportation

433.020 Postage		
United Parcel SVC	Postage	\$3.97

433.030 Travel		
Alicia Barnard	Parking Fees for the IWEA Conference	\$42.00

433.040 Freight		
IDEXX Laboratories Inc.	Freight	\$109.50
Jack Doheny Companies Inc.	Freight	\$50.00
Jack Doheny Companies Inc.	Freight	\$21.60
Lawson Products	Freight	\$25.98
Lawson Products	Freight	\$32.43
Lawson Products	Freight	\$60.44
Lawson Products	Freight	\$11.99
NCL Of Wisconsin Inc	Freight	\$44.07
NCL Of Wisconsin Inc	Freight	\$11.65
Powered Equipment & Repair	Freight	\$226.55

Print / Advertising

434.010 Printing		
Print It Plus Inc.	Time Cards, Grease Brochures	\$479.25
Print It Plus Inc.	Time Cards	\$41.65

434.030 Publication of Legals		
Tribune Star Newspaper Inc.	Public Notice	\$39.42

Utility Services

436.010 Electric Utility		
Duke Energy	Electric Utility	\$140.84
Duke Energy	Electric Utility	\$24.82
Duke Energy	Electric Utility	\$86.05
Duke Energy	Electric Utility	\$69.83
Duke Energy	Electric Utility	\$387.07
Duke Energy	Electric Utility	\$13,463.56
Duke Energy	Electric Utility	\$163.86
Duke Energy	Electric Utility	\$13,369.73
Duke Energy	Electric Utility	\$36,395.51
Duke Energy	Electric Utility	\$30,953.10
Duke Energy	Electric Utility	\$947.23
Duke Energy	Electric Utility	\$2,987.84
WIN Energy	Electric Utility	\$325.70

436.020 Gas Utility

Vectren	Gas Utility	\$859.93
Vectren	Gas Utility	\$46.00
Vectren	Gas Utility	\$50.54
Vectren	Gas Utility	\$46.00
Vectren	Gas Utility	\$54.54
Vectren	Gas Utility	\$46.00

436.030 Water Utility

IN American Water	Water Utility	\$116.10
IN American Water	Water Utility	\$54.47

Rep./Maint

437.010 Equipment Repair

McCord Tire Service Inc.	Repaired Flat Tires on a Vactor	\$552.24
Wabash Valley Motor & Machine Inc.	Inspected & Repaired a Pump	\$11,384.66
Wabash Valley Motor & Machine Inc.	Inspected & Repaired a Pump	\$4,398.20
Wabash Valley Motor & Machine Inc.	Inspected & Repaired a Pump	\$2,019.70

437.030 Vehicle Rep./Maint.

Mike's Stop & Shine	Car Washes	\$77.00
Perfection Auto Glass Inc.	Installed a Door Window on a Plant Vehicle	\$65.00

Machinery & Equipment

444.010 Equipment Purchase

American Welding & Gas Inc.	Contact Tips	\$2.71
Complete Outdoor Equip. Co. Inc.	Blades	\$109.11
John Deere Financial Inc.	Funnels	\$4.48
Lawson Products	Flap Discs	\$181.48
Lawson Products	Cut-Off Wheels	\$209.30
Lawson Products	Drill Bits, Pin Locks, Etc.	\$369.39
Marlin Business Bank	Skid Steer, Etc.	\$6,364.45
Matco Tools	Tools	\$57.85
Menards	Step Ladder	\$29.00
Menards	Fly Swatter	\$1.00
Menards	Hand Truck	\$29.99
Menards	Effluent Pump	\$219.00
Menards	Vacuum	\$59.99
Praxair Distribution	Regulator	\$257.00
Quality Automotive Dist. Corp.	Funnels	\$18.65
Quality Automotive Dist. Corp.	Trailer Mount	\$36.53
Smith's Small Engines	Concrete Saws	\$2,900.00
Wabash Valley Motor & Machine Inc.	Pump	\$5,845.00

Memorandum

Question:

How does the Terre Haute Sanitary Board (THSB) change the registration concerning its vehicles?

Discussion:

This question arose originally due to THSB's questions concerning how to dispose of surplus vehicles. The Indiana Code covers this procedure under IC 5-22-22. That section titled Disposition of Surplus Personal Property by a Governmental Body, the statute lays out the procedures necessary for a governmental body to sell surplus property or vehicles. In IC 5-22-22-3, a purchasing agency may sell property that belongs to the governmental body but is no longer needed or is unfit for the purpose for which it was intended. IC 5-22-2-25 states the definition of "Purchasing Agency" as a "a governmental body that is authorized to enter into contracts by this article, rules adopted under this article, or by another law."

A concern arose during this research that the THSB owned and operated vehicles that were not titled in their name. The concern was that if in the future the THSB tried to engage in selling of any of these surplus vehicles that were not titled under THSB issues could arise. These issues could include other the other governmental bodies on the title trying to sell the vehicle or failure to have proper authority to sell the vehicle. For these reasons it was stated that THSB should try to have all vehicles titles transferred into their name to avoid any issue in the future.

THSB began to correct this issue but issues arose with the Indiana Bureau of Motor Vehicles (BMV). The THSB received a letter, stating that they would need to provide proof of a Federal ID number in order to transfer the titles into their name. The THSB provided this firm three different titles to review, two to vehicles and one for a trailer, all showing different titled

owners. The two vehicle titles were issued in 2005 and 2006. The title from 2005 is titled in the name of the Board of Public Works and the title from 2006 is titled in City of Terre Haute Waste Water name. The trailer's title was issued in 2017 and is titled in the City of Terre Haute with a mailing address of City of Terre Haute Waste Water. The address contained for the City of Terre Haute Waste Water and the City of Terre Haute are the same.

The Indiana Bureau of Motor Vehicle's Municipal division was able to provide the following information. The Indiana BMV in the last few years had a change in policy concerning vehicle title. During the years that the two vehicles were titled, the BMV did not require a Federal ID number or a Social Security number in order for a person or organization to receive a title. Since that time the BMV changed its policy and will not allow for a titling of a vehicle or a transfer of a vehicle with out a Federal ID number or an Tax Payer ID number, which is provided through a Retail Merchant Certificate. A Retail Merchant Certificate is generally for a business for reporting of sales tax to the state. The BMV stated that there was no way for them to create a file for the new title owner without these numbers.

Title 3 shows how the THSD had titled a trailer purchased during the time of this requirement by the BMV. They were able to use the Federal ID number for the City of Terre Haute to title the trailer in the City's name with the mailing address to the City of Terre Haute – Waste Water. Any mail concerning the trailer will be directed to the THSB but it is not the current owner of the trailer. The City of Terre Haute is the titled owner.

THSB has three options concerning their titled vehicles. The first option would be not to change the title for any of the vehicles and deal with any issues that may arise when the vehicle is sold. This is does not address any of the concerns and would only move the problem down the line. The second option would be to apply for a Retail Merchandise Certificate to allow the

THSB to transfer the vehicles to itself. This would provide THSB with its missing requirement for the BMV, but would also require THSB to keep up with a Retail Merchandise Certificate. This would likely be unnecessary as the THSB would only need the number for the few times that it is buying or selling vehicles and does not generally engage in any sort of activities that could be taxed by the state.

The third option would be to transfer title using the City of Terre Haute's Federal ID number and the mailing address to the Waste Water. This would provide that all the vehicles were titled in the same manner. This option still has the issue concerning the improper name of the owner on the title, but it would have the appropriate mailing address. A possible solution to this problem would be for THSB to provide a list to Terre Haute City counsel of all the vehicles and equipment that is currently titled and transferred in this method, and have a resolution passed that the THSB is the authorized government body to deal with these vehicles. This would grant them the authority over the vehicles and have on record that THSB has this authority so no other government body would have a claim on the vehicle. They would be granted the power of a purchasing agency under IC 22-22-3 and THSB would be able to dispose of any surplus property. For these reason, the third option is likely the THSB best option.



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
BUREAU OF MOTOR VEHICLES
100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

05/22/2018

TERRE HAUTE WASTE WATER UTILITY
3200 S STATE ROAD 63
TERRE HAUTE, IN 47802-8756

Vehicle Description: 36 VEHICLES
Title Number: 36

Dear TERRE HAUTE WASTE WATER UTILITY,

You recently submitted an information packet to the Bureau of Motor Vehicles (BMV) for processing. After review, we discovered the following information is missing:

Proof of Ownership: PLEASE COMPLETE THE PURCHASER'S INFORMATION ON THE CERTIFICATE OF TITLE FOR ALL

Social Security / Federal ID number: PLEASE SUBMIT PROOF OF THE FEDERAL ID NUMBER. ALL DOCUMENTS MUST MATCH THE NAME CONNECTED TO THE FEDERAL ID NUMBER.

Other: IF THERE IS NO PROOF OF THE FEDERAL IDENTIFICATION NUMBER FOR BOARD OF SANITARY COMMISSIONERS BUT IT IS FOR THE CITY OF TERRE HAUTE, THE TITLES CAN BE TITLED IN CITY OF TERRE HAUTE AND THEN SPECIAL MAILED TO BOARD OF SANITARY COMMISSIONERS.

Once completed, please mail the entire packet with this letter to:

Bureau of Motor Vehicles
Central Office Title Processing
100 N Senate Ave., Room #N415
Indianapolis, IN 46204

If you need further assistance, please contact the BMV at 888-692-6841.

Thank you,

A handwritten signature in black ink, appearing to be the initials "AA".

Central Office Title Processing

This notice relates to the grant, renewal, restoration, transfer or denial of a driver's license, identification card, title, or registration. As such, you may request an administrative hearing regarding this action. Requests for hearing must be in writing and must be received or postmarked eighteen (18) days from the date of this notice. Requests should be addressed to: BMV Hearings Department, Rm. N404, 100 N. Senate Ave., Indianapolis, IN 46204.



40965340

TERRE HAUTE WASTE WATER UTILITY
3200 S STATE ROAD 63
TERRE HAUTE, IN 47802-8756

SEND BACK CODES SELECTED:

VEHICLE DESCRIPTION: 36 VEHICLES

TITLE NUMBER: 36

PROOF OF OWNERSHIP: PLEASE COMPLETE THE PURCHASER'S INFORMATION ON THE
CERTIFICATE OF TITLE FOR ALL

SOCIAL SECURITY / FEDERAL ID NUMBER: PLEASE SUBMIT PROOF OF THE FEDERAL ID
NUMBER FROM THE DEPARTMENT OF REVENUE. ALL DOCUMENTS MUST MATCH THE NAME
CONNECTED TO THE FEDERAL ID NUMBER.

OTHER: IF THERE IS NO PROOF OF THE FEDERAL IDENTIFICATION NUMBER FOR BOARD OF
SANITARY COMMISSIONERS BUT IT IS FOR THE CITY OF TERRE HAUTE, THE TITLES CAN
BE TITLED IN CITY OF TERRE HAUTE AND THEN SPECIAL MAILED TO BOARD OF SANITARY
COMMISSIONERS.

BRANCH ROOM: N415



**STATE OF INDIANA
CERTIFICATE OF TITLE FOR A VEHICLE**

MAKE LONE WOLF	MODEL NAME 14X837K	BODY TYPE TR	YEAR 2017	VIN 4P7U81421HF060192
TITLE TYPE NORMAL	FORMER TITLE/STATE C OF O/IN	PURCHASE DATE 03/10/17	ISSUE DATE 04/06/17	USAGE TAX PAID \$0.00

OWNER(S) NAME
CITY OF TERRE HAUTE
3200 S STATE ROAD 63
TERRE HAUTE IN 478028756

ODOMETER/BRAND
EXEMPT/EXEMPT

BRAND(S)



MAILING ADDRESS 001414

ADDITIONAL OWNER(S)

CITY OF TERRE HAUTE - WASTEWATER
3200 S STATE ROAD 63
TERRE HAUTE IN 478028756



FIRST HOLDER OF LIEN, MORTGAGE OR ENCUMBRANCE

FIRST LIEN, MORTGAGE OR ENCUMBRANCE RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

SECOND HOLDER OF LIEN, MORTGAGE OR ENCUMBRANCE

SECOND LIEN, MORTGAGE OR ENCUMBRANCE RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

THIRD HOLDER OF LIEN, MORTGAGE OR ENCUMBRANCE

THIRD LIEN, MORTGAGE OR ENCUMBRANCE RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

The Commissioner of the Bureau of Motor Vehicles, pursuant to the laws of the State of Indiana, certifies that the vehicle/watercraft has been duly titled and the owner of the described vehicle/watercraft is subject to the liens set forth.

INDIANA BUREAU OF MOTOR VEHICLES

Peter L. Lacy, Commissioner

61946472

State Form 9697 (R10/1-17)
Approved by State Board of Accounts, 2016

TITLE NUMBER

17803052000090

PLEASE TYPE OR PRINT INFORMATION

REQUIREMENTS: Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failing to complete this form, or providing any false statements may result in fines and/or imprisonment.

TO SELLER: Seller is responsible for completing this form. If title is issued in more than one name, all owners listed on the title must sign as Seller. Do not sign as a Seller until all areas of the assignment are completed. Any person signing on behalf of a company must state their position.

TO PURCHASER: You must apply for a new certificate of title within forty-five days of the date of purchase, or pay an administrative penalty. All liens, mortgages or other encumbrances shown on the face of this title must be released before you apply for a new title.

I/we, as Seller, certify that to the best of my/our knowledge the information contained on this document is true and correct and that the odometer now reads and is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No Tenths MILES
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	-----------------------

The odometer reading stated is in excess of its mechanical limits. The odometer reading is not actual mileage **WARNING ODOMETER DISCREPANCY.**

For value received, I/we hereby sell, assign and transfer the vehicle described on this document and warrant title to Purchaser.

SELLER INFORMATION

Signature of Seller <i>Robert A. Dancy</i>		Position (If applicable) <i>ADMINISTRATOR</i>	
Signature of Seller <i>BOARD OF PUBLIC WORKS & SAFETY</i>		Position	
Printed Name of Seller		Dealer Number (If applicable)	
Printed Name of Seller			
Date of Sale (month, day, year)	Selling Price	Trade In Price (If any)	Total Price Paid

PURCHASER INFORMATION

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Holder of lien, mortgage or encumbrance (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

FIRST RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I/we, as Seller, certify that to the best of my/our knowledge the information contained on this document is true and correct and that the odometer now reads and is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

The odometer reading stated is in excess of its mechanical limits. The odometer reading is not actual mileage **WARNING ODOMETER DISCREPANCY.**

Name of Dealership	
Signature	
Printed Name	
Position	Dealer Number
Date of Sale (month, day, year)	

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Holder of lien, mortgage or encumbrance (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

SECOND RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I/we, as Seller, certify that to the best of my/our knowledge the information contained on this document is true and correct and that the odometer now reads and is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

The odometer reading stated is in excess of its mechanical limits. The odometer reading is not actual mileage **WARNING ODOMETER DISCREPANCY.**

Name of Dealership	
Signature	
Printed Name	
Position	Dealer Number
Date of Sale (month, day, year)	

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Holder of lien, mortgage or encumbrance (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

THIRD RE-ASSIGNMENT BY REGISTERED DEALER ONLY

I/we, as Seller, certify that to the best of my/our knowledge the information contained on this document is true and correct and that the odometer now reads and is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

The odometer reading stated is in excess of its mechanical limits. The odometer reading is not actual mileage **WARNING ODOMETER DISCREPANCY.**

Name of Dealership	
Signature	
Printed Name	
Position	Dealer Number
Date of Sale (month, day, year)	

Name of Purchaser		Dealer Number	
Address			
City	State	Zip Code	
Holder of lien, mortgage or encumbrance (if applicable)			
Address			
City	State	Zip Code	
I AM AWARE OF THE ABOVE ODOMETER CERTIFICATION MADE BY THE SELLER(S)			
Signature of Purchaser		Printed Name of Purchaser	

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED



STATE OF INDIANA

CERTIFICATE OF TITLE FOR A VEHICLE

MAKE	MODEL NAME	YEAR	VIN
FORD	F150	2006	1FTPF12V76NB73845
TITLE TYPE	FORMER TITLE/STATE	PURCHASE DATE	BODY TYPE
NORMAL	C OF O / IN	06/14/06	PK
		USAGE TAX PAID	ISSUE DATE
		0	08/08/06

MAILING ADDRESS
 CITY OF TERRE HAUTE WASTE WATE
 3200 S ST RD 63
 TERRE HAUTE IN 47802

ODOMETER/BRAND
 000008

/ACTUAL

BRAND(S)

OWNER(S) NAME
 CITY OF TERRE HAUTE WASTE WATE
 3200 S ST RD 63
 TERRE HAUTE IN 47802

SECOND LIENHOLDER

ADDITIONAL OWNER(S)

LIEN RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

FIRST LIENHOLDER

THIRD LIENHOLDER

LIEN RELEASED BY:

X

LIEN RELEASED BY:

X

PRINTED NAME:

POSITION:

DATE:

PRINTED NAME:

POSITION:

DATE:

The Commissioner of the Bureau of Motor Vehicles, pursuant to the laws of the State of Indiana, certifies that the vehicle/watercraft has been duly titled and the owner of the described vehicle/watercraft is subject to the liens set forth.

INDIANA BUREAU OF MOTOR VEHICLES

Joel L. Silverman, Commissioner

TITLE NUMBER

06439136090

E0093601

INDIANA CERTIFICATE OF TITLE



State Form 5897 (R82-02)
Form Approved by State Board of Accounts, 1995
VEHICLE IDENTIFICATION

YEAR MAKE MODEL BODY S
2005 FOR W56 TR
ODOMETER LEG
000062 *ODOMETER

1FDAW56P35EC07668
PURCHASE DATE ISSUE DATE
02/28/05 03/29/05
OWNER(S) NAME AND ADDRESS

BOARD OF PUBLIC WORKS
17 HARDING AVE RM204
TERRE HAUTE IN 47807

MAILING ADDRESS

BOARD OF PUBLIC WORKS
17 HARDING AVE RM 204
TERRE HAUTE IN 47807-3437

1st
LIEN

2nd
LIEN

RELEASE
First Release by:
Title
Second Release by:
Title

See back for Sellers and Purchasers Requirements

SELLER MUST COMPLETE	PURCHASER'S INFORM
----------------------	--------------------

We swear or affirm that the information entered on this form is correct. We understand that a false statement may constitute the crim

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

Odometer Reading (no千里) 1. The odometer reading stated is in excess of its mechanical limits.
63,209. 2. The odometer reading is NOT actual mileage.
WARNING - ODOMETER DISCREPANCY.

Signature of seller *Robert A. Deeney* Position *ADMINISTRATOR*

Signature of seller *BOARD OF PUBLIC WORKS of SALES* Position

Printed name of seller

Printed name of seller

Name of purchaser

Address

City State

License/plate

Address

City State

Date of sale	Selling price \$	Trade in price (if any) \$	Total price paid \$	I am aware of the odometer stated Signature of purchaser
				Printed name of purchaser

The Commissioner of the Bureau of Motor Vehicles, pursuant to the laws of the State of Indiana, certifies that the vehicle has been duly titled and the owner of the described vehicle is subject to the liens set forth.

INVENTORY CONTROL NO.

COMMISSIONER

TITLE #

B9932209 JOEL L. SILVERMAN 05139

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR

REQUIREMENTS: Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to state the actual mileage may result in fines and/or imprisonment. Please type or print information. Seller is responsible for completing form. If title is in more than one name, all persons signing for a company must state position.

To Seller: You must apply for a new certificate of title within thirty-one days of purchase, or pay a delinquent penalty. All fees must be released before you apply for a new title. Take this to your local B.I.V.C. License Branch to complete your application.

FIRST RE-ASSIGNMENT BY REGISTERED DEALER ONLY

We swear or affirm that the information entered on this form is correct. We understand that a false statement may constitute the crime of perjury.

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

Odometer Reading (in miles)	<input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits.	Name of purchaser
	<input type="checkbox"/> 2. The odometer reading is NOT actual mileage. WARNING - ODOMETER DISCREPANCY.	Address

Name of dealership	Name of purchaser
--------------------	-------------------

Signature	Address
-----------	---------

Printed name	City
--------------	------

Position	Dealer number	I am aware of the above odometer certification method
----------	---------------	---

Date of sale (month, day, year)	Signature of purchaser	Printed name
---------------------------------	------------------------	--------------

SECOND RE-ASSIGNMENT BY REGISTERED DEALER ONLY

We swear or affirm that the information entered on this form is correct. We understand that a false statement may constitute the crime of perjury.

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

Odometer Reading (in miles)	<input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits.	Name of purchaser
	<input type="checkbox"/> 2. The odometer reading is NOT actual mileage. WARNING - ODOMETER DISCREPANCY.	Address

Name of dealership	Name of purchaser
--------------------	-------------------

Signature	Address
-----------	---------

Printed name	City
--------------	------

Position	Dealer number	I am aware of the above odometer certification method
----------	---------------	---

Date of sale (month, day, year)	Signature of purchaser	Printed name
---------------------------------	------------------------	--------------

THIRD RE-ASSIGNMENT BY REGISTERED DEALER ONLY

We swear or affirm that the information entered on this form is correct. We understand that a false statement may constitute the crime of perjury.

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

Odometer Reading (in miles)	<input type="checkbox"/> 1. The odometer reading stated is in excess of its mechanical limits.	Name of purchaser
	<input type="checkbox"/> 2. The odometer reading is NOT actual mileage. WARNING - ODOMETER DISCREPANCY.	Address

Name of dealership	Name of purchaser
--------------------	-------------------

Signature	Address
-----------	---------

Printed name	City
--------------	------

Position	Dealer number	I am aware of the above odometer certification method
----------	---------------	---

Date of sale (month, day, year)	Signature of purchaser	Printed name
---------------------------------	------------------------	--------------

NO ADDITIONAL RE-ASSIGNMENTS PERMITTED

TERMS AND CONDITIONS

1. **Acceptance.** This Agreement constitutes an offer by BE and may only be accepted on the exact terms herein. Documents containing additional or different terms shall not be binding on BE.

2. **Responsibilities of the Parties.** BE and Client shall cooperate with one another to fulfill their respective obligations under the Agreement and shall endeavor to maintain good working relationships among all Project team members.

Client. Client shall provide prompt written notice to BE of any error or defect in the Services or Deliverables for the Project, including any errors, omissions or inconsistencies.

a. **Designated Representative.** Client's designated representative shall be authorized to act on Client's behalf with respect to the Services and shall render decisions in a timely manner in response to documents submitted by BE to avoid delay in the orderly progress of the Services.

b. **Client's Duties.** Client shall assist BE with the performance of the Services and shall: (a) provide previous reports, construction drawings, and all available information related to the Project site; (b) guarantee and provide access to, and make provision for entrance into, public and private lands as required to perform the Services; (3) examine and timely report its comments on reports, sketches, drawings and other documents presented for examination regarding the Project; and (4) furnish all legal, auditing, insurance and accounting services necessary for the Services.

c. **Payment.** Client shall pay the Fee which includes all Change Orders and Reimbursable Expenses, and fees for additional services incurred by BE, its employees, agents or representatives in the performance of the Services.

Engineer. BE shall be entitled to rely on the accuracy and completeness of any information furnished by the Client for the Services.

a. **Designated Representative.** BE's designated representative shall be authorized to act on BE's behalf with respect to the Project and Services.

b. **BE's Duties.** BE shall perform all Services that are required under the Agreement; and, Client will be responsible for the completion of all other services involved in the development, construction and completion of the Project.

3. **Means and Methods.** BE shall supervise and direct the Services and have control over all means, methods, techniques, sequences and procedures related to the Services. The Services shall not include governmental permits or fees of any kind; testing, removal and disposal of contaminated or hazardous materials, or of any materials containing hazardous material as defined by the EPA; relocating Client's property; restoration related to Client's prior Project activities, including repair of damage to roadways, driveways, or sidewalks resulting from equipment or vehicles.

4. **Warranty and Disclaimer.** All warranties (written, express implied or oral), including any implied warranty of

merchantability, workmanship and fitness for a particular purpose, are excluded from this Agreement.

5. **Standard of Care.** The standard of care for all Services performed by BE and its sub-consultants shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. BE shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly and timely progress of the Project.

6. **Insurance.** Client has personal, property and casualty insurance. BE shall maintain workers' compensation; general liability; automobile liability, professional liability insurance for the duration of this Agreement in the limits represented in its Certificate of Insurance which is available upon written request.

7. **Delays / Interruption.** Client recognizes that events out of BE's reasonable control may prevent the timely provision of the Services. If the Services are delayed or interrupted by any act or neglect of Client or a separate service provider employed by Client or by changes in the Services, labor disputes, fire, unusual delay in deliveries, adverse weather conditions, unavoidable casualties, or other causes beyond BE's reasonable control, the Completion Date shall be extended for a period of time equal to the delay. It is expressly agreed that Client shall not be entitled to any damage for delay in the Services.

8. **Claims for Consequential Damages.** Client and BE waive claims against each other for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity along with liable for any loss of business, revenues, profits, or any other special, incidental, consequential or punitive damages of any nature.

9. **Changes.** Client may request changes within the general scope of the Services, in which event the Fee and Completion Date shall be adjusted by written Change Order. Unless otherwise agreed, the cost of change or additional Services shall be determined on the basis of the costs of the change, plus a reasonable allowance for overhead and profit. If conditions are encountered at the Project which differ from the conditions anticipated by BE or from those ordinarily found to exist and generally anticipated in the Services, the Fee and Completion Date shall be equitably adjusted by written Change Order. Circumstances beyond BE's control include, but are not limited to, the following: (1) a change in the instructions or approvals given by the Client that necessitate revisions in the BE's Deliverables; (2) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Deliverables; (3) decisions of the Client

not rendered in a timely manner; (4) a significant change in the Project including, but not limited to, location, size, complexity, the Client's schedule or budget, or procurement method; (5) failure of performance on the part of the Client.

No changes to the Services will be effective without the prior written consent of BE, which consent may be withheld in the sole discretion of BE. Any additional services or other changes to the Services will be documented in a Change Order, which will become part of this Agreement. Should the parties be unable to mutually agree to the necessary modification, BE may proceed with performance of the Agreement and Client shall continue to make all other payments due and owing BE under this Agreement.

10. **Boundary Determinations.** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries, Services will be suspended and Client will be notified. BE will present alternatives for possible resolution and any additional services required. If Client decides to forego resolution, all Services completed to date will be invoiced and the Project file will be archived. If Client chooses resolution, BE will act as Client's consultant. Upon resolution, the Agreement will be completed in accordance with its terms subject to interim rate increases.

11. **Indemnification.** To the fullest extent permitted by law, Client or BE shall indemnify and hold harmless the other party and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from provision of the Services, provided that such claim, damage, loss or expense is attributable to sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of a party, anyone directly or indirectly employed by it or anyone whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the party indemnified hereunder.

12. **Limits on Liability.** In recognition of the relative risks, rewards and benefits of the Services provided for the Project to both the Owner and BE, the risks have been allocated so that the Owner agrees that, to the fullest extent permitted by law, BE's total liability to the Owner, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, whether based in contract, tort, strict liability or otherwise, from any cause or causes, shall not exceed the total amount of \$50,000.00 or the amount of the Fee (whichever is greater).

13. **No Responsibility for the Work of Others.** BE shall not have control over or charge of or be responsible for the acts, omissions or failure of the Client's contractors, subcontractors, or their agents or employees, or any other

persons or entities to perform their work, labor or services in accordance with the Project's requirements.

14. **Safety, Protection of Persons and Property.** BE shall take necessary precautions to comply with applicable federal, state and municipal safety laws. Except for its own employees, agents, contractors and subcontractors, BE shall not be responsible for the safety of any person or property within or on the Project site. The Client's contractors, subcontractors, or their agents or employees, shall be solely responsible for the safety of their employees and others affected by its/their work at the Project. The Client shall cause its contractors, subcontractors, agents or employees to take necessary precautions for the safety of its own employees and the Client's property.

15. **Hazardous Waste.** The Client shall promptly notify BE of the existence of any hazardous substance on or adjacent to the Project site of which the Client has actual knowledge. The phrase "hazardous waste" shall be defined by the Superfund Act (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) and shall include similar definitions of a substance subject to a similar control by state or local law. The Client, or its other agents or subcontractors, shall have responsibility for compliance with all federal, state and local laws, regulations, guidance or other requirements relating to the handling, treatment, storage or disposal of hazardous wastes, substances or constituents. Client agrees that BE, as well as its owners, officers, directors or employees are not an owner, handler, generator, operator, treater, storer, transporter, disposer or Potentially Responsible Party, under the Resource Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response, Compensation and Liability Act as amended, or any other similar federal, state or local law or regulation, including the Indiana Environmental Legal Action statute. Client agrees to defend, indemnify and hold harmless BE, its owners, officers, directors and employees from and against all claims and liabilities resulting from any form of allegation that BE, its owners, officers, directors or employees are an owner, handler, generator, operator, treater, storer, transporter, disposer, or potentially responsible party under any federal, state, or local law or regulation. Notwithstanding the foregoing, Client does not agree to defend, indemnify, or hold BE harmless to the extent that damages are caused by the negligent actions or inactions of BE.

16. **Payment.** Invoices will be submitted monthly for Services and reimbursable expenses. Payment is due upon receipt. Invoices shall be based upon Services provided through the date of Invoice. Undisputed invoices unpaid thirty (30) days from the Invoice date shall accrue interest at 1 1/2% per month (18% per annum) and shall entitle BE to immediately suspend the Services or terminate this Agreement upon seven (7) days written notice to Client, in the sole discretion of BE, without any further liability to BE under this Agreement. By exercising its rights of suspension

or termination, BE does not waive any rights it may have under any applicable law. Before resuming the Services, BE shall recover from the Client all undisputed amounts due BE for all Services performed pursuant to this Agreement and Reimbursable Expenses incurred. In the event of Service stoppage, the Completion Date, shall be extended and the Fee increased by the amount of BE's reasonable costs of shutdown, delay and start up pursuant to a Change Order and the Client may not withhold its approval of same. If BE incurs any cost or expense, including attorneys' fees and/or costs of collection, to recover undisputed sums due and owing, Client shall be responsible for payment of all such sums. The Client shall make no deductions from the BE's compensation on account of sums withheld from payments to others providing services, materials or labor at the Project.

17. **Reimbursable Expenses.** Reimbursable Expenses are in addition to the compensation for the Services and include, but are not limited to, expenses for the following: (1) filing fees, title searches, submittal fees, certified letters, reproduction of drawings and specifications or other documents, as well as the handling costs associated therewith; (2) any fees paid for securing approval of authorities having jurisdiction over the Project; (3) authorized travel and electronic communications and (4) the expense of professional liability insurance dedicated exclusively to this Project or the expenses of additional insurance coverage or limits requested by the Client in excess of that normally carried by BE and its consultants. BE shall not be obligated to advance payment associated with the foregoing expenses and upon written notice to Client, the Client may be required to make direct payment of these expenses.

18. **Default.** In the event of default, the non-defaulting entity shall give to the defaulting entity forty-eight (48) hours to cure such default. In addition to any other legal remedies available to BE, under this Agreement, law or equity, BE shall have the absolute right to immediately discontinue the Services when Client is in default of any of its obligations or fails to make timely payment.

19. **Disputes.** The parties agree to provide one another with written notice of a dispute within a reasonable time, not to exceed thirty (30) days, after obtaining knowledge of the same and shall include: (1) a statement specifying that a dispute has occurred that falls within the scope of this paragraph, (2) a statement of the party's position and a summary of evidence and arguments that support such position, and (3) the name and title of the disputing party's authorized representative. Within twenty (20) days after receipt of the disputing party's notice, the responding party shall submit a written response to the disputing party. The response shall contain: (1) a statement of the responding party's position and a summary of evidence and arguments that support such position; and (2) the name and title of the responding party's authorized representative. In the absence of an agreement to the contrary, the parties' authorized representatives shall meet in Hendricks County, Indiana, at

a mutually acceptable time and place within ten (10) days after the disputing party receives a response and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the dispute has not been resolved within forty (40) days after the disputing party receives the response, or if the responding party refuses or fails to comply with the provisions of this paragraph, then the disputing party may commence mediation or legal action.

20. **Mediation.** If negotiations prove fruitless, the parties shall endeavor to settle the dispute by mediation (which shall be conducted, administered and governed by the Indiana Rules for Alternative Dispute Resolution or by other process agreed to by the parties) before recourse to other dispute resolution methods are used. Mediation shall be concluded within sixty (60) days after the conclusion of the initial thirty (30) day dispute negotiation period. Either party may terminate the mediation at any time after the first session. The cost of any mediation proceeding shall be shared equally by the Parties. If mediation efforts are not successful, the parties may exercise all of their rights under law.

21. **Litigation/Venue.** Exclusive venue for all claims or disputes arising out of this Agreement or Services provided hereunder shall be in Hendricks County, Indiana and any litigation between the parties that arises under this Agreement shall be prosecuted in Hendricks County, Indiana.

22. **Termination for Cause.** This Agreement may also be terminated by a party upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If the Client fails to make undisputed payments to the BE in accordance with this Agreement, such failure shall be considered substantial nonperformance of services under this Agreement and BE may terminate this Agreement for cause. In the alternative, BE may suspend the Agreement.

23. **Termination Due to Delay or Suspension.** If the Services are stopped, suspended or delayed for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of any *force majeure*, act or neglect of the Client's contractors, subcontractors, agents or employees, changes ordered in the Services, labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of the BE or its agents or employees, then the BE shall be entitled to a reasonable extension in the Completion Date pursuant to a Change Order and the Client may not withhold its approval of same. In the alternative, BE may upon not less than seven (7) days' written notice to the Client, terminate this Agreement and recover from the Client all amounts due BE for all Services performed pursuant to this Agreement and Reimbursable Expenses incurred, including overhead and profit, together with any other liabilities, obligations, damages or commitments, attorneys' fees

and/or costs of collection of the amounts due under this Agreement.

24. **Assignment.** Client may assign the Agreement to a separate entity, but only with the prior written consent of BE. This Agreement will be binding upon the parties, their successors, executors, administrators, and assigns.

25. **Notice.** Notice shall be in writing and delivered via e-mail, fax, overnight delivery, hand delivery, or certified mail. Notice shall be considered provided as of the date of delivery. Where notice cannot be immediately provided in writing, telephonic notice may be made followed by written notice.

26. **No Third-Party Beneficiaries.** It is agreed that the Services are for Client's sole use and benefit at the Project; as such, BE and Client agree that this Agreement is not intended to benefit any third-party.

27. **Ownership of BE's Deliverables.** All Deliverables, including, but not limited to, original drawings, field notes, reports, written data, and electronic data are and shall remain the exclusive property of BE until BE is paid in full under this Agreement and may not be used by the Client for any other endeavor without the written consent of BE. Upon completion of the Services and final payment of the Fee, the Client shall have a non-exclusive license to reproduce the Deliverables. Client shall also be permitted to make changes, corrections or additions to the Deliverables for the purposes of completing, using and maintaining the Project or for future additions or alterations to the Project; provided however, that the Client's use of the Deliverables shall be at the Client's sole risk and without liability to BE. In the event BE is not fully compensated under this Agreement, Client

shall remit the Deliverables and related documents to BE upon BE's demand. In the absence of BE's demand for remittance or upon completion of the BE's Services under this Agreement, the Client shall have a non-exclusive license to reproduce BE's drawings and related document provided however, that the Client's use of the Deliverables shall be at the Client's sole risk and without liability to BE, except that BE shall remain liable for its own negligent errors and omissions.

28. **Applicable Law**

The terms and conditions of this Agreement will be governed by the laws of the State of Indiana.

29. **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be judicially determined to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

30. **Miscellaneous.** This Agreement represents the entire and integrated agreement between BE and Client, supersedes all prior negotiations, representations and agreements, written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. If any provision of the Agreement is found by a court to be illegal, invalid, void or otherwise unenforceable, the remaining terms and conditions shall remain in full force.

BME 2726475v4 Client 8876-0001



Over 20 Years of Making Your Project Our Priority

SCHEDULE OF FEES

January 1, 2018

Engineer-1	\$190 / hour
Engineer-2	\$170 / hour
Engineer-3	\$145 / hour
Engineer-4	\$125 / hour
Engineer-5	\$100 / hour
CADD-1	\$120 / hour
CADD-2	\$90 / hour
CADD-3	\$75 / hour
Survey-1	\$190 / hour
Survey-2	\$145 / hour
Survey-3	\$100 / hour
Survey-4	\$90 / hour
Crew 2 Man	\$160 / hour
Crew 1 Man	\$120 / hour
Scan Crew-2 Man	\$240/ hour
Scan Crew-1 Man	\$200/ hour
Observation-1	\$135/ hour
Observation-2	\$115 / hour
Observation-3	\$105 / hour
Observation-4	\$90 / hour
Admin Staff-1	\$100 / hour
Admin Staff-2	\$75 / hour

Note: Fees above are subject to change with 30-day written notice from ENGINEER to CLIENT.