

**June 6, 2022**

Be it ever remembered on the 6th day of June, 2022, the day set by the Commissioners for the holding of their regular meeting at the Newton County Government Center. Comes now Glen "Butch" Cain, Kyle D. Conrad, and Tim Drenth as the duly elected and active Board of Commissioners. Also present were Auditor Tamra M. James, Commissioners' Assistant Ashley Large and Attorney Pat Ryan.

President Butch Cain called the meeting to order with Sharon Domonkos reciting the pledge to the flag.

**Payroll**

*Kyle D. Conrad made a motion, second by Tim Drenth to approve the Payroll and Longevity for May 27, 2022. Motion was passed.*

**Claims**

*Tim Drenth made a motion, second by Kyle D. Conrad to approve the claims for June 6, 2022. Motion was passed.*

**Building Commissioner**

Daisy Cicero had a couple of recommendations from the plan commission from the May meeting. *Kyle D. Conrad made a motion to approve the recommendation of the plan commission to vacate the alley, second by Tim Drenth. All in favor, motion carries.*

PUD revision for the Go Cart Track, the owner petitioned for this revision. He is wanting to run from 4pm to 11pm instead of 10:00 or 10:30, as stated in the original PUD. He will have 12 staff members and would like to have alcohol, and to run from April 1 through October 1 or 2. He did say he would have a paramedic or EMT on scene for safety concerns. *Kyle D. Conrad made a motion deny any revisions until there is more of a plan. Kyle D. Conrad then withdrew his motion to make a new motion to take it back to the Plan Commission to make more of a plan to accommodate the commissioner's concerns. Kyle D. Conrad then withdrew his second motion. Tim Drenth made a motion to deny the request, second by Butch Cain. All in favor, motion carries.*

Daisy Cicero also thanked the commissioners for the clinic. She is grateful for the care and ease of utilizing the facility.

**Economic Development**

Tim Myers came before the commissioners to talk about an event for George Ade Historic June 26, 2022 and to give the commissioners an advance invitation for a dinner the evening before.

Tim Myers also asked the commissioners about a project southeast of Lake Village in an unincorporated area. He is hoping to schedule a time to meet with the land owners to look at their project with one commissioner, Pat Ryan, Daisy Cicero, and himself to learn about what it is they are wanting for their project, to get a visual of the property, and to get something in writing about the operation and how they intend to run it. Tim offered to possible dates. June 14, 2022 at 1:30pm was agreed upon.

**Highway****Road Cut Application (Bore Only)**

Sharon Domonkos had Road Cut permits from Nipsco on 950 N. *Tim Drenth made a motion to approve, second by Kyle D. Conrad. All in favor, motion carries.*

**Fuel Tanks**

Sharon has reached out to 3 companies to get the needed 3 quotes but has only received 1 quote as of yet. This is for new above ground tank and not for new pumps. *Kyle D. Conrad made a motion to approve a claim for fuel, second by Tim Drenth. All in favor, motion carries.*

**Emergency Project**

150 E. South of US 24

This is a bid requirement and needs 2 quotes. This road is eroding away quickly and falling into the ditch.

**Government Center Drains**

Commissioners had asked Sharon to get quotes to fix the drains in the parking lot and she is waiting to hear back from them.

**Lake Aero Estates**

*Kyle D. Conrad made a motion not entertaining any petitions for their roads/runway, second by Tim Drenth. All in favor, motion carries.*

**E911**

Ray Chambers advised he is still looking for another paramedic.

**Maintenance**

Jacob Shufflebarger received the quote the commissioners had previously asked him about for security for the county

**Hoosiers of Renewables**

Steve Everly approached the commissioners to explain he runs a state wide organization and wanted to introduce himself. The organization exists to try to control the negative thoughts about renewable energy. He is willing to talk to the public to help if needed and provide information to help officials.

**Recycling**

Diane Gonczy informed she is working on cost compare and we are right on track from last year. Lake Village, Goodland, and Demotte have overage. Moving the Kentland site has helped a lot.

**Proclamation 2022-01**

Proclaiming June 6, 2022 as "Blue and Orange Day" in recognition of outstanding achievement and performance by the 2022 North Newton High School Spartan Softball Team. Also proclaims Friday June 10, 2022 as Blue and Orange Day in the county, encouraging all citizens to show their support for the team. *Kyle D. Conrad made a motion to adopt the proclamation, second by Tim Drenth. All in favor, motion carries.*

**Auditor**

*Tim Drenth made a motion to approve Newton County Holidays, second by Kyle D. Conrad. All in favor, motion carries.*

*Kyle D. Conrad made a motion to approve FMLA for a 911 employee for maternity leave, second by Tim Drenth. All in favor, motion carries.*

**Fair Grounds Sewer Project**

*Kyle D. Conrad made a motion to approve Change Order #2 to pour concrete over the septic tanks, second by Tim Drenth. All in favor, motion carries.*

*Kyle D. Conrad made a motion approve Pay Application #2 for \$14,537.50 and to direct the Auditor to draw a warrant for that, second by Tim Drenth. All in favor, motion carries.*

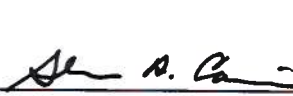
*Kyle D. Conrad made a motion to approve the agreement between the Board of Commissioners and Wessler Engineering, Inc. for the Fairgrounds Project, second by Tim Drenth. All in favor, motion carries.*


**Other Matters**

Attorney Ryan advised that at the next meeting, June 20, 2022, the commissioners will need to decide to approve or deny the certified petition from the county planning commission regarding the NEXtera Solar Project. Zoning and Tax Abatement were the concerns being addressed.

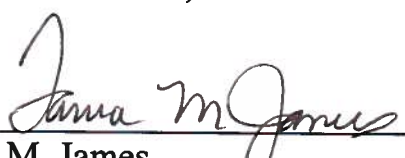
Attorney Ryan also advised that the Select Deal has new proposals to get the new Economic Development Deals. Seems to be same deal as before just extending a couple of years. It needs to be renegotiated and resigned. There will be more information on this at the June 20, 2022 meeting.

*Adjournment- Kyle D. Conrad moves to adjourn meeting, second by Tim Drenth. All in favor.*

  
Glen "Butch" Cain, President

  
Kyle D. Conrad

\_\_\_\_\_  
Tim Drenth

Attest:   
Tamra M. James  
Newton County Auditor

E-Mail TO I AM:

## Response Technologies LTD.

### Ship To

Jake Shufflebarger  
Newton County Sheriff's  
Department [IN]  
304 E. Seymour Street  
Kentland, IN 47951  
United States  
219-474-6081 ext 5502  
jshufflebarger@newtoncounty.in  
.gov

### Bill To

Jake Shufflebarger  
Newton County Sheriff's  
Department [IN]  
304 E. Seymour Street  
Kentland, IN 47951  
United States  
219-474-6081 ext 5502  
jshufflebarger@newtoncounty.in  
.gov

### Quotation

Quote Number 2021-14229  
Terms Net 30 Days  
Date 03/23/2021  
Sales Person Erin Delfendahl  
Valid Until 04/22/2021  
Shipping None  
Contract Number  
Cooperative

### Panic Button & Gateway Exp

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	1	Centurion EOS System Expansion- 100 Inputs	E1500-100	\$ 17,500.00	\$ 17,500.00
2	8	Centurion Gateway Base Module	E3010	\$ 2,850.00	\$ 22,800.00
3	70	Duress Button-Single Button	E4005	\$ 110.00	\$ 7,700.00
4	12	Duress Button - Covered Wall Station, Red	E4039	\$ 400.00	\$ 4,800.00
5	50	PCAlert® Software License per PC	E9121	\$ 100.00	\$ 5,000.00
6	8	Signal Booster (Includes: Waterproof Case & Battery Backup)	E4015	\$ 650.00	\$ 5,200.00
7	1	Programming, Installation & Training - EOS100	E9603	\$ 4,300.00	\$ 4,300.00

### Group Totals

Subtotal: \$ 67,300.00  
Total: \$ 67,300.00

### PCDuress Exp

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	1	Centurion EOS System Expansion- 100 Inputs	E1500-100	\$ 17,500.00	\$ 17,500.00
2	70	PCDuress Software License per	E9100	\$ 150.00	\$ 10,500.00
3	50	PCAlert® Software License per PC	E9121	\$ 100.00	\$ 5,000.00
4	1	Programming, Installation & Training - EOS100	E9603	\$ 4,300.00	\$ 4,300.00

### Group Totals

Subtotal: \$ 37,300.00  
Total: \$ 37,300.00

### Quotation Totals

Currency: US Dollar  
Subtotal: \$ 104,600.00  
Total: \$ 104,600.00

Response Technologies LTD • 365 Industrial Drive • Harrison, Ohio 45030 • United States  
Phone: 513-202-5500 • Fax: 513-202-0240  
<http://response-technologies.com>

1 / 2

Unless otherwise stated, sales are U.S. Dollars, EXW Harrison, OH. Payment Net 30 Days from ship date.

2023*Newton County Holidays*

<i>January 2, 2023 Observed</i>	<i>Monday</i>	<i>New Year's Day Observed</i>
<i>January 16, 2023</i>	<i>Monday</i>	<i>Martin Luther King Jr Day</i>
<i>February 20, 2023</i>	<i>Monday</i>	<i>President's Day</i>
<i>April 7, 2023</i>	<i>Friday</i>	<i>Good Friday</i>
<i>May 29, 2023</i>	<i>Monday</i>	<i>Memorial Day</i>
<i>July 4, 2023</i>	<i>Tuesday</i>	<i>Independence Day</i>
<i>September 4, 2023</i>	<i>Monday</i>	<i>Labor Day</i>
<i>October 9, 2023</i>	<i>Monday</i>	<i>Columbus Day</i>
<i>November 10, 2023 Observed</i>	<i>Friday</i>	<i>Veteran's Day Observed</i>
<i>November 23, 2023</i>	<i>Thursday</i>	<i>Thanksgiving Day</i>
<i>November 24, 2023</i>	<i>Friday</i>	<i>Lincoln's Birthday Observed</i>
<i>December 22, 2023 Observed</i>	<i>Friday</i>	<i>Christmas Eve Observed</i>
<i>December 25, 2023</i>	<i>Monday</i>	<i>Christmas Day</i>



## 2023 HOLIDAYS FOR NEWTON COUNTY

SHERIFF DEPARTMENT, AMBULANCE DEPARTMENT  
AND  
HOURLY JAIL EMPLOYEES WHO WORK WEEKENDS

1. NEW YEAR'S DAY*	JANUARY 1, 2023	SUNDAY
2. MARTIN LUTHER KING DAY	JANUARY 16, 2023	MONDAY
3. PRESIDENT'S DAY	FEBRUARY 20, 2023	MONDAY
4. EASTER*	APRIL 9, 2023	SUNDAY
5. MEMORIAL DAY*	MAY 29, 2023	MONDAY
6. INDEPENDENCE DAY*	JULY 4, 2023	TUESDAY
7. LABOR DAY*	SEPTEMBER 4, 2023	MONDAY
8. COLUMBUS DAY	OCTOBER 9, 2023	MONDAY
9. VETERAN'S DAY	NOVEMBER 10, 2023	FRIDAY
10. THANKSGIVING*	NOVEMBER 23, 2023	THURSDAY
11. OBS-LINCOLN'S BIRTHDAY	NOVEMBER 24, 2023	FRIDAY
12. CHRISTMAS EVE	DECEMBER 24, 2023	SUNDAY
13. CHRISTMAS DAY*	DECEMBER 25, 2023	MONDAY

\*(7 Days are "Actual Holidays")

**PROCLAMATION 2022-01**

**PROCLAIMING JUNE 6<sup>TH</sup>, 2022 AS "BLUE AND ORANGE DAY"**  
**IN RECOGNITION OF OUTSTANDING ACHIEVEMENT AND PERFORMANCE BY THE**  
**2022 NORTH NEWTON HIGH SCHOOL SPARTAN SOFTBALL TEAM**

**WHEREAS** THE VARSITY SOFTBALL TEAM AT NORTH NEWTON HIGH SCHOOL, LED BY ITS COACHES, EXEMPLIFIES DEDICATION, SPORTSMANSHIP, TALENT, AND OVERALL TEAM EFFORT; **AND**

**WHEREAS** ON MAY 26, 2022, THE NORTH NEWTON HIGH SCHOOL SPARTAN SOFTBALL TEAM WON ITS SECTIONAL; **AND**

**WHEREAS** ON MAY 31, 2022, THE NORTH NEWTON HIGH SCHOOL SPARTAN SOFTBALL TEAM WON ITS REGIONAL FOR THE FIRST TIME IN SCHOOL HISTORY; **AND**

**WHEREAS** THE SPARTAN SOFTBALL TEAM COACHING STAFF, TEAM MEMBER PARENTS, FACULTY, AND STUDENT BODY AT NORTH NEWTON HIGH SCHOOL WERE VITAL IN GUIDING THE TEAM TO VICTORY THROUGH THEIR UNWAVERING SUPPORT; **AND**

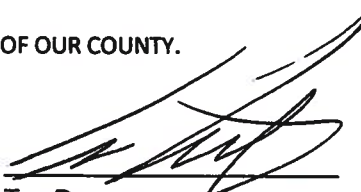
**WHEREAS** THE BOARD OF COMMISSIONERS OF NEWTON COUNTY, INDIANA WISHES TO RECOGNIZE THE ACCOMPLISHMENTS AND CONTRIBUTIONS OF ALL THOSE INVOLVED WITH THE NORTH NEWTON HIGH SCHOOL SPARTAN SOFTBALL TEAM.

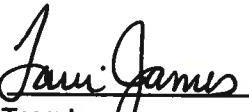
**THEREFORE**, NEWTON COUNTY, INDIANA, BY ITS BOARD OF COMMISSIONERS, HEREBY RECOGNIZES AND CONGRATULATES THE 2022 NORTH NEWTON HIGH SCHOOL SPARTAN SOFTBALL TEAM AND COACHES FOR THEIR SECTIONAL AND REGIONAL CHAMPIONSHIPS, AND HEREBY PROCLAIMS FRIDAY, JUNE 10, 2022, AS **BLUE AND ORANGE DAY** IN AND FOR NEWTON COUNTY, INDIANA, AND ENCOURAGES ALL OUR CITIZENS TO SHOW THEIR SUPPORT OF THE NORTH NEWTON HIGH SCHOOL SPARTAN SOFTBALL TEAM.

ALL OF WHICH IS PROCLAIMED THIS 6<sup>TH</sup> DAY OF JUNE 2022, THE 162<sup>ND</sup> YEAR OF OUR COUNTY.

  
GLEN CAIN

  
KYLE D. CONRAD

  
TIM DRENTH

ATTEST:   
TAMI JAMES,  
NEWTON COUNTY AUDITOR

**Ashley Large**

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**From:** Jon Borgers <JonathanB@wesslerengineering.com>  
**Sent:** Friday, June 03, 2022 11:14 AM  
**To:** Butch Cain; Ashley Large  
**Cc:** Kyle D. Conrad; Commissioner Drenth; Pat Ryan  
**Subject:** RE: KDM Pay Application  
**Attachments:** NC Fairgrounds Phase I CO 2.pdf; Fairgrounds Phase I - Pay Application No. 2.pdf

Butch:

Attached are two documents on the fairgrounds project. The first is a proposed change order 2 for the concrete above the septic tanks. We gave Kevin the verbal go ahead on this (along with an email) – this will just make it official.

The second attachment is a Pay Application No. 2 that includes a lot of the clean up work. We are still holding retainage, and then the costs for the change order work that hasn't been done yet. That will likely all be included in a 3<sup>rd</sup> application at one of the next two meetings.

Jon Borgers, P.E. | Senior Project Manager  
 Wessler Engineering, Inc.  
 6219 South East Street Indianapolis Indiana 46227

P:317-788-4551  
 C:765-490-2596

**From:** Jon Borgers  
**Sent:** Monday, May 16, 2022 3:02 PM  
**To:** Butch Cain <bcain@newtoncounty.in.gov>  
**Cc:** Kyle Conrad - Newton County (kconrad@newtoncounty.in.gov) <kconrad@newtoncounty.in.gov>; tdrenth@newtoncounty.in.gov; Patrick Ryan <patrickryan@earthlink.net>  
**Subject:** KDM Pay Application

Butch:

Attached is a signed copy of the pay application for KDM that I gave you earlier today. Kevin has not signed it yet. He did ask that if it gets approved, if the check would not be mailed. He would rather come by and pick it up. He could sign the application at that time.

The pay app includes all of the work that is currently in place. We are still holding retainage, and have not included anything for cleanup and restoration. There is also stored materials for the additional grinder station that was included in the change order approved at the last meeting.

Jon Borgers, P.E. | Senior Project Manager  
 Wessler Engineering, Inc.  
 6219 South East Street Indianapolis Indiana 46227

P:317 788-4551  
 C:765-490-2596

Sharon Domonkos

From: Marty Zurbriggen (mzurbriggen@sbcglobal.net)  
 Sent: Thursday, May 26, 2022 8:34 AM  
 To: Sharon Domonkos  
 Cc: 'Adam Claus'  
 Subject: Erosion Repairs along CR 150 E at TP&W RR and US 24  
 Attachments: Sketches.pdf: 20220526081521149.pdf  
 Follow Up Flag: Follow up  
 Flag Status: Flagged

Sharon

Below is our Price for Concrete Wall Installation and as an Alternate Sheet Piling Installation;

Concrete Wall Installation: \$245,000.00 LS (5 Weeks Road Closure)

Price Includes:

1. Prices were based on Attached BLN Drawing
2. Mob & Demob
3. Remove & Reset Existing G-Rail 120 LF +/-
4. Removal of Existing Riprap & Gabions
5. Installation of Concrete Retaining Wall & Footing W/Structure Backfill & Riprap (80' Long).
6. Reconstruct Channel With Riprap Revetment (80' Long -- West Side Only)
7. Removal & Reconstruct 20' x 120' New FD Pymt With Stone Shoulder (80' Long) -- Roadway will stay @ same Elevation as Existing
8. Seeding As Required (West Side Only)

Alt -- Sheet Piling Wall: \$179,000.00 (3 week Road Closure)

1. Same As Above
2. Same As Above
3. Same As Above
4. Same As Above
5. Install Steel Sheet Piling Wall (1,600 SF - 80' Long with 20' Deep Sheets Min. S = 31 in3)
6. Same as Above
7. Same as Above
8. Same As Above

Exclusion:

1. Railroad Insurance
2. Railroad Flagman
3. Utility Relocation
4. Bonds
5. Permits -City, County, State or Railroad
6. Maint of Traffic -- NCHD need to Close Road & Detour Traffic

If you have any Questions or require additional Information Please Contact us.

Martin C. Zurbriggen  
 General Manager  
 Ellas Construction Co., Inc.  
 3810 E. 7<sup>th</sup> Avenue  
 Gary, IN 46403  
 (O) 219-938-0860









*More than a Project*

**AGREEMENT  
BETWEEN THE  
NEWTON COUNTY BOARD OF COMMISSIONERS  
AND  
WESSLER ENGINEERING, INC.  
FOR  
NEWTON COUNTY FAIRGROUNDS ON-SITE TREATMENT SYSTEM**

THIS AGREEMENT, entered into by and between the Newton County Board of Commissioners, 4117 S 240 W, Suite 100, Morocco, Indiana 47963, (hereinafter named OWNER) and Wessler Engineering, Inc. 6219 S. East Street, Indianapolis, IN 46227 (hereinafter named ENGINEER):

**WITNESSETH THAT:**

WHEREAS, ENGINEER proposes to provide Professional Services to OWNER for the Newton County Fairgrounds On-Site Treatment System, herein described as the PROJECT; and

WHEREAS, the PROJECT shall consist of a new on-site wastewater collection, treatment, and disposal system at the Newton County Fairgrounds near Kentland, Indiana, and shall include the following:

- A new low pressure sewer collection system to serve five restroom facilities on the fairgrounds site;
- A new sand mound system for treatment and disposal of the sewage including septic tanks, dosing pump station, and three sand mounds; and
- A dump station for the existing campground.

WHEREAS, ENGINEER has expressed a willingness to provide the Professional Services and agrees to furnish these services as described in this AGREEMENT for the above-described PROJECT; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto mutually covenant and agree as follows:

**ARTICLE I**  
**SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES**

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

**A. DESIGN PHASE**

1. Obtain and review the Indiana State Department of Health (ISDH) Technical Data Sheet (TDS) for the project. The TDS was based on soil borings taken at a site on the north edge of the fairgrounds property, and a design daily flow of 3,600 gallons per day. It requires a minimum septic tank capacity of 7,200 gallons and an elevated sand mound soil absorption field with a minimum of 4,800 square foot basal area.
2. Review information provided by the Owner and the Fair Board regarding existing utilities at the site.
3. Provide necessary field surveys for design purposes.
4. Prepare 75% Design Phase documents incorporating the final design criteria presented in the ISDH TDS and preliminary plan drawings. Prepare and attend a 75% Design Review Meeting, including a presentation and discussion of the 75% Design documents and an opinion of the construction cost. The format of the meeting will be to include sufficient presentation materials so that each item and be adequately reviewed, and decisions made by the Owner on how to proceed with the Final Design documents.
5. Based on the review of the 75% Design Phase documents, prepare Final Design Drawings, with technical specifications and bidding documents. Review the Final Design documents with the Owner, and upon approval by the Owner, submit to the ISDH along with a construction permit application.

ENGINEER's services under the Design Phase will be considered complete on the date when the Bid Documents have been delivered to OWNER and permits have been obtained.

**B. BID PHASE**

After acceptance by OWNER of the Bid Documents, and upon authorization by OWNER to proceed with Bid Phase Services, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bid Documents have been issued.
2. Prepare for and conduct a pre-Bid conference and prepare minutes of the meeting for distribution.
3. Respond to Bidder questions and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

**ARTICLE II**  
**ADDITIONAL PROFESSIONAL SERVICES**

If authorized in writing by OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT, as set forth below:

- A. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by the ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER’s schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond the ENGINEER’s control.
- B. Engineering services related to bid protests or re-bidding of any portion of the PROJECT due to bids exceeding the established budget, cost overruns, or other matters which are beyond the control of the ENGINEER.

**ARTICLE III**  
**COMPENSATION**

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article I.A through I.B shall be on a lump sum fee basis as follows.

Article I.A – Design Phase	\$66,000.00
Article I.B – Bid Phase	<u>\$8,000.00</u>
Total Lump Sum Fee:	\$74,000.00
- B. Compensation for Professional Services described in Article I.C shall be on a time and materials basis in the not-to-exceed amount of \$24,000.00.
- C. Compensation for Additional Services, if requested in writing, shall be on a lump sum fee or time and materials basis as mutually agreed to by OWNER and ENGINEER.
- D. Professional Services performed on a lump sum fee basis shall be invoiced by ENGINEER monthly on a percent complete basis. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER’s Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.



*More than a Project*

## ATTACHMENT NO. 1 STANDARD TERMS AND CONDITIONS

### 1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

### 2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

### 3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

### 5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

### 6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

### 7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or





*More than a Project*

relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### **8. Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **9. General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. Not Used.

E. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000.00.

F. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

G. The Engineer agrees to provide and maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with Engineer's business requirements. Certificates evidencing such coverage will be provided to Owner upon request. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

I. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

#### **10. Subconsultants**

A. Subconsultants to the Engineer are listed in the Agreement. Engineer may add, remove, or replace Subconsultants for reasonable cause with prior written approval of the Owner. In the event Owner does not approve the addition or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.





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**ATTACHMENT NO. 2**  
**2022 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE**

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$235
Senior Project Manager I/II	\$200/\$225
Senior Project Engineer I/II	\$200/\$225
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$135
Project Engineer I/II/III/IV	\$125/\$135/\$155/\$165
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$200/\$235
Electrical/Control System Senior Project Engineer I/II	\$200/\$235
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Electrical Engineer	\$115
Control System Engineer I/II/III/IV	\$115/\$135/\$155/\$170
Control System Technician	\$90
Environmental Services Senior Project Manager I/II	\$155/\$165
Environmental Services Project Manager I/II	\$135/\$145
Environmental Services Assistant Project Manager	\$110
Environmental Scientist I/II/III	\$85/\$95/\$105
CAD Manager I/II	\$125/\$160
GIS Manager I/II	\$120/\$150
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician I/II	\$90/\$100
Technician I/II/III/IV	\$65/\$85/\$95/\$105
Senior Resident Project Representative I/II	\$115/\$125
Resident Project Representative I/II/III/IV	\$65/\$85/\$95/\$105
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$180
Survey Manager	\$130
Survey Crew Chief I/II	\$90/\$100
Project Analyst I/II	\$100/\$110
Project Coordinator	\$90
Project Administrator	\$60

6219 SOUTH EAST STREET // INDIANAPOLIS, INDIANA 46227 // [WESSLERENGINEERING.COM](http://WESSLERENGINEERING.COM)



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ATTACHMENT NO. 2  
2022 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$235
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Project Engineer I/II/III/IV	\$125/\$135/\$155/\$165
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$200/\$235
Electrical/Control System Senior Project Engineer I/II	\$200/\$235
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
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Environmental Scientist I/II/III	\$85/\$95/\$105
CAD Manager I/II	\$125/\$160
GIS Manager I/II	\$120/\$150
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician I/II	\$90/\$100
Technician I/II/III/IV	\$65/\$85/\$95/\$105
Senior Resident Project Representative I/II	\$115/\$125
Resident Project Representative I/II/III/IV	\$65/\$85/\$95/\$105
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$180
Survey Manager	\$130
Survey Crew Chief I/II	\$90/\$100
Project Analyst I/II	\$100/\$110
Project Coordinator	\$90
Project Administrator	\$60



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Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
	12"x18" / 24"x36"	\$0.50/\$1.00
Plots-Bond: (each)		
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

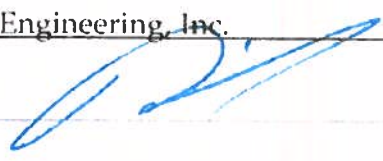
January 1, 2022



**ATTACHMENT NO. 3**  
**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program

(Engineer): Wessler Engineering, Inc.  
 By (Written Signature):   
 (Printed Name) Brent A. Siebenthal  
 (Title): President

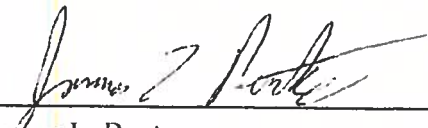
Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA  
 COUNTY OF MARION

SS:



Subscribed and sworn to before me this 4th day of January, 2022.

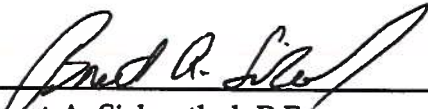
(Signed)   
 James L. Purtee  
 My commission expires March 5, 2026  
 Residing in Johnson County, State of Indiana

**ATTACHMENT NO. 4**

**INDIANA IRAN INVESTMENT CERTIFICATION**

I, Brent A. Siebenthal, the duly authorized representative of Wessler Engineering, Inc., certify under penalty of perjury that Wessler Engineering, Inc. does not engage in investment activities in Iran as defined by I.C. 5-22-16.5.

Wessler Engineering, Inc.

By:   
Brent A. Siebenthal, P.E.  
President

#### ARTICLE IV STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions of this AGREEMENT are included as Attachment No. 1.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this 6<sup>th</sup> day of June, 2022

**ENGINEER**  
**WESSLER ENGINEERING, INC.**

**OWNER**  
**NEWTON COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Robert W. Holden, II, Ph.D., P.E.  
Senior Vice President

\_\_\_\_\_  
Glen "Butch" Cain  
Board President

Attest: \_\_\_\_\_  
Jonathan E. Borgers, P.E.  
Project Manager

Attest: \_\_\_\_\_  
Anna James

Date: \_\_\_\_\_

Date: June 4, 2022

ADDRESS FOR GIVING NOTICE:  
Wessler Engineering, Inc.  
6219 South East Street  
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:  
Newton County Board of Commissioners  
4117 S 240 W, Suite 100  
Morocco, IN 47963

JEB/T:/Contracts/Newton County/Proposals/P#03388/Y:\02 PROPOSALS\Newton County P\03388 - Newton Co  
Fairgrounds Septic\Newton County Fairgrounds On-Site Treatment Agreement - Draft.docx

Attachments: No. 1 - Standard Terms and Conditions  
No. 2 - 2022 Hourly Rate and Reimbursable Expense Schedule  
No. 3 - E-Verify Affidavit  
No. 4 - Indiana Iran Investment Certification

**WESSLER**  
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Page No. 6 of 6

## APPLICATION AND CERTIFICATION FOR PAYMENT

PROJECT: Newton County Fairgrounds On-Site Sanitary - Phase I  
 OWNER: Newton County Commissioners  
 ENGINEER: Wessler Engineering, Inc.  
 CONTRACTOR: KDM Services LLC

ENGINEER'S PROJECT NO.: 247321.06.01  
 APPLICATION DATE: 6/6/2022  
 APPLICATION NO.: 2  
 PERIOD FROM: 5/13/2022 PERIOD TO: 6/3/2022

## CHANGE ORDER SUMMARY

Subsequent Change Orders		VALUE
Number	Approved (date)	
01	5/2/2022	\$ 23,136.00
02	6/6/2022	\$ 6,120.00
		TOTAL \$ 29,256.00

**Application is made for Payment in connection with the Contract.**

1 ORIGINAL CONTRACT SUM	\$	95,985.00
2 TOTAL VALUE FROM CHANGE ORDER SUMMARY (See Left This Page)	\$	29,256.00
3 CONTRACT SUM TO DATE (Line 1 Plus Line 2)	\$	125,251.00
<hr/>		
4 CURRENT APPLICATION plus NEW STORED THIS APPLICATION less CURRENT STORED FROM PREV. APP., INSTALLED THIS APPLICATION (Column 10 plus Column 21 less Column 19)	\$	14,537.50
5 RETAINAGE THIS APPLICATION _____ 10% till 50% _____ (% of Line 4)	\$	-
6 TOTAL COMPLETED TO-DATE plus CURRENT STORED (Column 12 plus Column 23)	\$	106,507.00
7 TOTAL RETAINAGE _____ 10% till 50% _____ (% of Line 6)	\$	4,789.75
8 TOTAL COMPLETED TO-DATE plus CURRENT STORED less TOTAL RETAINAGE (Line 6 less Line 7)	\$	101,707.25
9 LESS PREVIOUS APPLICATIONS (Line 8 Previous Application)	\$	87,169.75
0 AMOUNT DUE THIS APPLICATION (Line 8 less Line 9)	\$	14,537.50
1 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$	23,543.75

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

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**OWNER'S APPROVAL**

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount shown herein.

ENGINEER: Wessler Engineering, Inc. \_\_\_\_\_ Date: 6/6/2022  
Recommended By: Jonathan E. Borgers  
Printed Name: Jonathan E. Borgers, P.E.: Project Manager

**OWNER:**

This Certificate is not negotiable. The Payment Due as shown herein is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: \_\_\_\_\_  
 Approved By: Alan A. Cain Date: 6.6.2012  
 Printed Name: Alan A Cain

SCHEDULE OF VALUES

PROJECT: Newton County Fairgrounds On-Site Sanitary - Phase I  
OWNER: Newton County Commissioners  
ENGINEER: Wessler Engineering, Inc.  
CONTRACTOR: KDM Services LLC

ENGINEER'S PROJECT NO.: 247321.06.01  
APPLICATION DATE: 6/6/2022  
APPLICATION NO.: 2  
PERIOD FROM: 5/13/2022 PERIOD TO: 6/3/2022

(1) Item No.	(2) Description	(3) Unit	(4) Quantity	(5) Unit Price	(6) Total Value	(7) Previous Application(s)		(8) Current Application		(9) Total Completed To-Date	
						Quantity	Value	Quantity	Value	Quantity	Value
1	Low Pressure Service Lateral, HDPE DR 11, 1 1/2-Inch	LF	90	\$ 18.00	\$ 1,620.00	90	\$ 1,620.00	0	\$ -	90	\$ 1,620.00
2	Low Pressure Sewer Main, HDPE DR 11, 2-inch	LF	975	\$ 21.00	\$ 20,475.00	975	\$ 20,475.00	0	\$ -	975	\$ 20,475.00
3	6" PVC SDR-35 Sanitary Service Lateral (Gravity)	LF	50	\$ 25.00	\$ 1,250.00	50	\$ 1,250.00	0	\$ -	50	\$ 1,250.00
4	Simplex Grinder Pump Station No. 3	LS	1	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	1	\$ 15,000.00
5	Service Valve Assembly	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	1	\$ 3,500.00
6	Inline Flushing Cleanout	EA	3	\$ 2,100.00	\$ 6,300.00	3	\$ 6,300.00	0	\$ -	3	\$ 6,300.00
7	Connection Flushing Cleanout	EA	2	\$ 850.00	\$ 1,700.00	0	\$ -	2	\$ 1,700.00	2	\$ 1,700.00
8	SMS Spetic Tanks (Total of 3)	LS	1	\$ 30,000.00	\$ 30,000.00	90%	\$ 27,000.00	10%	\$ 3,000.00	1	\$ 30,000.00
9	Erosion and Sediment Control	LS	1	\$ 3,625.00	\$ 3,625.00	50%	\$ 1,812.50	50%	\$ 1,812.50	1	\$ 3,625.00
10	Final Cleanup and Restoration	LS	1	\$ 8,025.00	\$ 8,025.00	0%	\$ -	100%	\$ 8,025.00	1	\$ 8,025.00
11	Mobilization / Demobilization / Bonds / Insurance	LS	1	\$ 4,500.00	\$ 4,500.00	60%	\$ 2,700.00	0%	\$ -	1	\$ 2,700.00
ORIGINAL CONTRACT SUM:					\$ 95,995.00		\$ 79,657.50		\$ 14,537.50		\$ 94,195.00

CHANGE ORDERS TOTAL:	\$ 29,256.00	\$ 3,312.00	\$ -	\$ 3,312.00
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CONTRACT SUM TO DATE (Original Contract Sum Plus Change Orders Total):	\$ 125,251.00	\$ 82,969.50	\$ 14,537.50	\$ 97,507.00
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## STORED MATERIALS

PROJECT:	Newton County Fairgrounds On-Site Sanitary - Phase I	ENGINEER'S PROJECT NO.:	247321.06.01
OWNER:	Newton County Commissioners	APPLICATION DATE:	6/6/2022
ENGINEER:	Wessler Engineering, Inc.	APPLICATION NO.:	2
CONTRACTOR:	KDM Services LLC	PERIOD FROM:	5/13/2022
		PERIOD TO:	6/3/2022

[illegible]

CHANGE ORDERS

PROJECT:	Newton County Fairgrounds On-Site Sanitary - Phase I	ENGINEER'S PROJECT NO.:	247321.06.01
OWNER:	Newton County Commissioners	APPLICATION DATE:	6/6/2022
ENGINEER:	Wessler Engineering, Inc.	APPLICATION NO.:	2
CONTRACTOR:	KDM Services LLC	PERIOD FROM:	5/13/2022
		PERIOD TO:	6/3/2022

CHANGE ORDER NO. 1:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Item No.	Description	Unit	Quantity	Unit Price	Total Value	Previous Application(s) Quantity	Previous Application(s) Value	Current Application(s) Quantity	Current Application(s) Value	Total Completed To-Date Quantity	Total Completed To-Date Value		
1	Price Escalation from Bid to Award	LS	1	\$ 3,312.00	\$ 3,312.00	1	\$ 3,312.00	0	\$ -	1.00	\$ 3,312.00		
2	Grinder Station for Horse and Pony	LS	1	\$ 19,824.00	\$ 19,824.00	0	\$ -	0	\$ -	0.00	\$ -		
CHANGE ORDER NO. 1 TOTAL:					\$ 23,136.00		\$ 3,312.00		\$ -		\$ 3,312.00		

CHANGE ORDER NO. 2:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Item No.	Description	Unit	Quantity	Unit Price	Total Value	Previous Application(s) Quantity	Previous Application(s) Value	Current Application(s) Quantity	Current Application(s) Value	Total Completed To-Date Quantity	Total Completed To-Date Value		
3	Concrete Pad Above Septic Tanks	LS	1	\$ 6,120.00	\$ 6,120.00	0.00	\$ -	0.00	\$ -	0.00	\$ -		
CHANGE ORDER NO. 2 TOTAL:					\$ 6,120.00		\$ -		\$ -		\$ -		
CHANGE ORDERS TOTAL:					\$ 29,256.00		\$ 3,312.00		\$ -		\$ 3,312.00		

COPY

NAME OF APPLICANT RYAN CURRAN - NIPSCO

DATE 6/6/2022

Permit Number

APPLICATION FOR A PERMIT TO CUT INTO COUNTY ROAD  
OR COUNTY ROAD RIGHT OF WAY

AUTHORITY—Commissioner's Record 18 Page 201 June 15, 1959  
 Amended—Commissioner's Record 19 Page 399-400 October 1, 1985  
 Revised—Commissioner's Record 21 Page 202 April 4, 1995

TO: BOARD OF COMMISSIONERS OF NEWTON COUNTY  
 COURTHOUSE  
 KENTLAND, IN 47951

## LOCATION:

Legal Descrip Sec 0016Twp 0031N. Rge 9 W.---Township Name LAKE

Exact Location (Road Numbers) 1500' WEST OF US 41 AND 1650' EAST OF N 400 W

THE TYPE OF ROAD SURFACE OR COUNTY ROAD RIGHT OF WAY WHERE CUT IS TO BE MADE  
 IS ASPHALT

PURPOSE OF OPENING TO INSTALL GAS AND ELECTRIC SERVICE FOR NEW HOME

## NATURE OF OPENING TO BE MADE:

Opening will be 3' feet long in the Road Right of Way  
 Opening will be 3' feet long in the road surface  
 Opening will be 3' inches deep

THERE WILL BE NO EXCAVATING FOR OPEN DITCHES ON COUNTY HIGHWAY RIGHT OF WAY OF MORE THAN THREE FEET BELOW THE GRADE LINE OF THE CENTER OF ROAD UNLESS THE BOARD OF COMMISSIONERS OF NEWTON COUNTY DEEM IT NECESSARY FOR DRAINAGE OF THE COUNTY ROAD.

THERE WILL BE NO EXCAVATING, ERECTING POLES OR STRUCTURES AT A DISTANCE OF LESS THAN THREE (3) FEET OF A SECTION CORNER, QUARTER SECTION CORNER, OR A PROPERTY CORNER.

RESPONSIBILITY: If this application to cut into road surface and roadbed or county road right of way is granted, I hereby agree that **ANY OBJECT BEING TRENCHED THROUGH THE ROAD MUST BE BEDDED IN CLEAN SAND AND COVERED WITH AN APPROPRIATE AMOUNT OF #53 STONE. THIS IS TO BE COMPACTED AND COVERED WITH A LAYER OF GEO-GRID AND MORE #53 STONE BEFORE REPLACING THE ASPHALT TO A COMPACTED DEPTH OF THREE (3) INCHES.** If a stone road, after bedding with sand, bring to grade with an appropriate amount of #53 stone. The stone is to be compacted even with the top of the traveled road surface and maintained at that elevation for a period of four (4) weeks.

I further agree to erect and maintain all necessary barricades and warning lights required to safely direct traffic over or around the part of the road where the above described work is to be done so long as the work in any way interferes with traffic.

I further agree to move or remove any structures installed under this permit, at applicant's own expense, should future traffic conditions or road improvements necessitate and when requested to do so by THE BOARD OF COUNTY COMMISSIONERS OF NEWTON COUNTY.

I further agree to assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application.

I further agree to stop said work at any time upon request of THE BOARD OF COUNTY COMMISSIONERS OF NEWTON COUNTY.

Ordinance 02-22-05-A  
 Ordained and Amended the 22<sup>nd</sup> day of February, 2005

I further agree that said work will not interfere with any existing structure along or across said county road, without permission from owner of said structure

I further agree that all material used in connection with this work will meet the requirements of THE BOARD OF COUNTY COMMISSIONERS OF NEWTON COUNTY.

I further agree to notify the HIGHWAY SUPERINTENDENT OF NEWTON COUNTY preceding the beginning of the work.

CHARGE: ATTACHED hereto payment of a minimum amount of One hundred Dollars (\$100.00) or a fee of Twenty Five Cents (\$0.25) per foot for encroachment upon the County Road or county Road Right of Way whichever is greater, covering the cost of this permit. Check or Bank Draft to be made payable to the Treasurer of Newton County.

Applicant shall notify all public utilities before beginning work.

This application will expire after sixty (60) days if work is not commenced.

**FAILURE TO COMPLY WITH THE TERMS OF THIS PERMIT OR FAILING TO APPLY FOR A ROAD CUT PERMIT SHALL SUBJECT YOU TO BE A PARTY OF A FINE UP TO THE SUM OF \$1500.00.**

SKETCH

  
Signature of Applicant

Address 3711 W 950 N LAKE VILLAGE

COPY

COUNTY COMMISSIONER	DATE
COUNTY COMMISSIONER	DATE
COUNTY COMMISSIONER	DATE
HIGHWAY SUPERINTENDENT	DATE
COUNTY SURVEYOR	DATE



<b>NIPSCO</b>		<b>SERVICE REQUEST</b>		JOINT SVC: YES <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	NB Specialist/Engineer: <b>RYAN CURRAN</b>	
		GAS <input checked="" type="checkbox"/> ELECTRIC <input type="checkbox"/> LOA: <u>LOA</u>	READY DATE:	PHONE # <b>219-742-2584</b>		
<b>CUSTOMER INFORMATION</b>						
Name <b>ZACH SARKOZI</b>		Phone # <b>219-204-8312 (TRISH)</b>		Site ID# <b>184-391-102</b>		
Address <b>3711 W 950 N</b>		City <b>LAKE VILLAGE</b>		Maximo <input type="checkbox"/>		
Grid Code <b>Grid Cd</b>	Tax Unit <b>N33</b>	Township <b>Township Name</b>	County <b>County Name</b>	CIS <input type="checkbox"/>		
Builder		Phone #		GIS <input type="checkbox"/>		
Subdivision		Lot#		Pwrplt <input type="checkbox"/>		
Customer / Special Request: <b>INSTALL GAS SERVICE - DIRECTIONAL BORE/PULLBACK CAMERA NEEDED</b>				Scan <input type="checkbox"/>		
<b>LOCATE INFORMATION</b>						
Other Locate Information:		Yes No				
Locates Required <input checked="" type="checkbox"/>	Locate entire property <input checked="" type="checkbox"/>	NIPSCO path flagged, staked or white lined <input checked="" type="checkbox"/>		Road Bore <input checked="" type="checkbox"/>		
Within City Limits <input checked="" type="checkbox"/>	Property: N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/>	Closest Intersecting Road: <b>US 41</b>		Within 1/4 mile <input checked="" type="checkbox"/>		
Locate Both Sides of the Road: <b>YES</b>		Date Good:		Time Good:		
Date Exp.:		Date Exp.:				
<b>ENGINEERING</b>	<b>ELECTRIC</b>		<b>GAS</b>		<b>TDSIC:</b> <input checked="" type="checkbox"/>	
	Type: OVH: <input type="checkbox"/> UG: <input type="checkbox"/>		Gas MTR size: <b>A6</b>		<b>BORING</b>	
	Electric MTR size:		Regulator size: <b>1-1/4"</b>		Hole Hog:	
	EL XFRM Load #:		MOP/OP: <b>60/40 PSIG</b>		Directional boring required: <b>YES</b>	
	Entrance Amp:		Delivery Pressure: <b>6.5"WC</b>		Pull back camera required: <b>YES</b>	
	Voltage:		<b>SHORT FORM WORK ORDER Maximo #:</b>		Sewer Video Required:	
	<input type="checkbox"/> Project is NOT located within an area of environmental concern, follow basic environmental compliance plan. No environmental review required.		<input checked="" type="checkbox"/> Project is in area of environmental concern. Submit to PEIF to NPR and follow Site Specific ECP. (Attached)			
	<b>NIPSCO FRANCHISE: Yes <input checked="" type="checkbox"/></b>					
	Work Order #: <b>49146-3</b>					
	GIS ID #:					
Maximo #: <b>M8135428</b>						
Permit #:						
JO #:						
<b>CREW</b>						
Pull Back Camera used and Video Verified Clear with Site Investigation Performed: Yes <input type="checkbox"/> No <input type="checkbox"/>						
Work performed by:						
Excess flow rating: @10 PSIG EV Model/Series: Manufacturer: <b>UMAC</b>						
Material: MD-PL <input type="checkbox"/> HD-PL <input type="checkbox"/> STL <input type="checkbox"/> Riser type: Test duration: @						
Isolated service: Yes <input type="checkbox"/> No <input type="checkbox"/> Anode #: SVC Flagged: Yes <input type="checkbox"/> No <input type="checkbox"/> Nominal diameter:						
Joint Service <input type="checkbox"/> Vertically <input type="checkbox"/> Side by side <input type="checkbox"/>						
Excess flow valve not Installed: Main less than 10# <input type="checkbox"/> Multi-cust <input type="checkbox"/> Contaminant <input type="checkbox"/> Ev cap not available <input type="checkbox"/>						
Approved by Engineering Manager:						
Completed By(print): COMPANY: ID# DATE:						
<b>Retention - Permanent</b>						
Rev. 2 - 4.6.2020						



<b>NIPSCO</b> SERVICE REQUEST		JOINT SVC: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	NB Specialist/Engineer: <b>RYAN CURRAN</b>								
GAS <input type="checkbox"/> ELECTRIC <input checked="" type="checkbox"/> LOA: <u>LOA</u>		READY DATE:	PHONE # <b>219-742-2584</b>								
<b>CUSTOMER INFORMATION</b>											
Name <b>ZACH SARKOZI</b>		Phone # <b>219-204-8312 (TRISH)</b> Site ID# <b>184-391-102</b>									
Address <b>3711 W 950 N</b>		City <b>LAKE VILLAGE</b>									
Grid Code <b>Grid Cd</b>	Tax Unit <b>N33</b>	Township <b>Township Name</b>	County <b>County Name</b>								
Builder		Phone #									
Subdivision		Lot#									
Customer / Special Request: <b>INSTALL U/G ELECTRIC TEMP SERVICE - DIRECTIONAL BORE/PULLBACK CAMERA NEEDED</b>											
<div style="display: flex; justify-content: space-between;"> <div>LOCATE INFORMATION</div> <div>Other Locate Information:</div> </div>											
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Locates Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="width: 25%;">Locate entire property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="width: 25%;">NIPSCO path flagged, staked or white lined <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> <td style="width: 25%;">Road Bore <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Within City Limits <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>Property: <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W</td> <td>Closest Intersecting Road: <b>US 41</b></td> <td>Within 1/4 mile <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> </table>				Locates Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Locate entire property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NIPSCO path flagged, staked or white lined <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Road Bore <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Within City Limits <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Property: <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Closest Intersecting Road: <b>US 41</b>	Within 1/4 mile <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Locates Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Locate entire property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NIPSCO path flagged, staked or white lined <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Road Bore <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
Within City Limits <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Property: <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Closest Intersecting Road: <b>US 41</b>	Within 1/4 mile <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
Locate Both Sides of the Road: <b>YES</b> Locate # _____ Date Good: _____ Time Good: _____ Date Exp.: _____											
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> <b>ELECTRIC</b>            Type: OVH: <input type="checkbox"/> UG: <input checked="" type="checkbox"/>            Electric MTR size: <b>2A</b>            EL XFRM Load #: <b>815/715</b>            Entrance Amp: <b>200</b>            Voltage: <b>120/240</b> </td> <td style="width: 25%; vertical-align: top;"> <b>GAS</b>            Gas MTR size: _____            Regulator size: _____            MOP/OP: _____            Delivery Pressure: _____         </td> <td style="width: 25%; vertical-align: top;"> <b>TDSIC: <input type="checkbox"/></b>  <b>BORING</b>            Hole Hog: _____            Directional boring required: <b>YES</b>            Pull back camera required: <b>YES</b>            Sewer Video Required: _____            Sewer CAM - Maximo #: _____         </td> <td style="width: 25%; vertical-align: top;"> <b>NIPSCO FRANCHISE: Yes <input checked="" type="checkbox"/></b>            Work Order #: <b>59009-3</b>            GIS ID #: _____            Maximo #: <b>M8135426</b>            Permit #: _____            JO #: _____         </td> </tr> </table>				<b>ELECTRIC</b> Type: OVH: <input type="checkbox"/> UG: <input checked="" type="checkbox"/> Electric MTR size: <b>2A</b> EL XFRM Load #: <b>815/715</b> Entrance Amp: <b>200</b> Voltage: <b>120/240</b>	<b>GAS</b> Gas MTR size: _____ Regulator size: _____ MOP/OP: _____ Delivery Pressure: _____	<b>TDSIC: <input type="checkbox"/></b> <b>BORING</b> Hole Hog: _____ Directional boring required: <b>YES</b> Pull back camera required: <b>YES</b> Sewer Video Required: _____ Sewer CAM - Maximo #: _____	<b>NIPSCO FRANCHISE: Yes <input checked="" type="checkbox"/></b> Work Order #: <b>59009-3</b> GIS ID #: _____ Maximo #: <b>M8135426</b> Permit #: _____ JO #: _____				
<b>ELECTRIC</b> Type: OVH: <input type="checkbox"/> UG: <input checked="" type="checkbox"/> Electric MTR size: <b>2A</b> EL XFRM Load #: <b>815/715</b> Entrance Amp: <b>200</b> Voltage: <b>120/240</b>	<b>GAS</b> Gas MTR size: _____ Regulator size: _____ MOP/OP: _____ Delivery Pressure: _____	<b>TDSIC: <input type="checkbox"/></b> <b>BORING</b> Hole Hog: _____ Directional boring required: <b>YES</b> Pull back camera required: <b>YES</b> Sewer Video Required: _____ Sewer CAM - Maximo #: _____	<b>NIPSCO FRANCHISE: Yes <input checked="" type="checkbox"/></b> Work Order #: <b>59009-3</b> GIS ID #: _____ Maximo #: <b>M8135426</b> Permit #: _____ JO #: _____								
SHORT FORM WORK ORDER Maximo #: _____											
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<table style="width: 100%; border: none;"> <tr> <td style="width: 10%;"><b>CREW</b></td> <td colspan="3" style="border: 1px solid black; padding: 2px;">           Pull Back Camera used and Video Verified Clear with Site Investigation Performed: Yes <input type="checkbox"/> No <input type="checkbox"/>            Work performed by: _____ See Related Sewer Card: Yes <input type="checkbox"/> No <input type="checkbox"/>            Excess flow rating: _____ @ 10 PSIG EV Model/Series: _____ Manufacturer: <b>UMAC</b>            Material: MD-PL <input type="checkbox"/> HD-PL <input type="checkbox"/> STL <input type="checkbox"/> Riser type: _____ Test duration: _____ @ _____            Isolated service: Yes <input type="checkbox"/> No <input type="checkbox"/> Anode # _____ SVC Flagged: Yes <input type="checkbox"/> No <input type="checkbox"/> Nominal diameter: _____            Joint Service <input type="checkbox"/> Vertically <input type="checkbox"/> Side by side <input type="checkbox"/>            Excess flow valve not installed: Main less than 10# <input type="checkbox"/> Multi-cust <input type="checkbox"/> Contaminant <input type="checkbox"/> Ev cap not available <input type="checkbox"/>            Approved by Engineering Manager: _____            Completed By(print): _____ COMPANY: _____ ID# _____ DATE: _____  <b>Retention - Permanent</b> </td> </tr> </table>				<b>CREW</b>	Pull Back Camera used and Video Verified Clear with Site Investigation Performed: Yes <input type="checkbox"/> No <input type="checkbox"/> Work performed by: _____ See Related Sewer Card: Yes <input type="checkbox"/> No <input type="checkbox"/> Excess flow rating: _____ @ 10 PSIG EV Model/Series: _____ Manufacturer: <b>UMAC</b> Material: MD-PL <input type="checkbox"/> HD-PL <input type="checkbox"/> STL <input type="checkbox"/> Riser type: _____ Test duration: _____ @ _____ Isolated service: Yes <input type="checkbox"/> No <input type="checkbox"/> Anode # _____ SVC Flagged: Yes <input type="checkbox"/> No <input type="checkbox"/> Nominal diameter: _____ Joint Service <input type="checkbox"/> Vertically <input type="checkbox"/> Side by side <input type="checkbox"/> Excess flow valve not installed: Main less than 10# <input type="checkbox"/> Multi-cust <input type="checkbox"/> Contaminant <input type="checkbox"/> Ev cap not available <input type="checkbox"/> Approved by Engineering Manager: _____ Completed By(print): _____ COMPANY: _____ ID# _____ DATE: _____ <b>Retention - Permanent</b>						
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