

BOARD OF COMMISSIONERS

OF

DUBOIS COUNTY

COURTHOUSE

JASPER, INDIANA 47546

MARY LOU SCHNELL
GILBERT FLECK
VIRGIL SCHNAUS

RESOLUTION NO. 1988 - 13

BE IT RESOLVED THAT,

WHEREAS, Dubois County is a Major Industrial and Manufacturing Center in Southern Indiana; and,

WHEREAS, a high volume of vehicular traffic, both north and south bound, originates and terminates in or passes through Dubois County; and,

WHEREAS, U.S. Route 231 S.R. 45, a major North South artery, carries in excess of 6000 vehicles per day through Dubois County; and,

WHEREAS, this route is currently a two lane highway through highly developed urban areas; and,

WHEREAS, Dubois County is continually developing and is in need of improved North South travel corridors, to link up with the well developed East West routes.

NOW, THEREFORE, COUNTY COMMISSIONERS OF DUBOIS COUNTY, INDIANA, HEREBY DECLARE THEIR SUPPORT FOR THE ROUTE OF THE PROPOSED SOUTHERN INDIANA HIGHWAY TO COME WITHIN 10 MILES OF THE CITY OF JASPER, THE CENTER OF DUBOIS COUNTY.

Adopted by the Board of Commissioners of the County of Dubois, Indiana, and approved by me, as President, this 3 day of Oct, 1988, at 3:30 o'clock.

Gilbert Fleck

Gilbert Fleck, President
Virgil Schnaus, Member
Mary Lou Schnell, Member

Adopted by Dubois County Commissioners

3 Ayes 0 Nays

ATTEST:

Basil C. Kunkel

BASIL C. KUNKEL, AUDITOR

FILED
AUDITOR DUBOIS COUNTY

OCT 3 1988

Basil C. Kunkel

A RESOLUTION CONSENTING TO THE ASSIGNMENT OF THE FRANCHISE
FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY
ANTENNA TELEVISION SYSTEM IN
DUBOIS COUNTY, INDIANA
FROM WELBAC CABLE TV CORPORATION TO
TELE-MEDIA COMPANY OF THE MID-SOUTH

WHEREAS, on JUNE 6, 1983 the BOARD OF COMMISSIONERS of DUBOIS COUNTY, INDIANA (the "Board") passed an Ordinance providing for the granting of a non-exclusive franchise to operate and maintain a community antenna television ("CATV") system and to engage in the business of providing CATV service within the COUNTY OF DUBOIS, INDIANA to WHITNEY CABLEVISION OF INDIANA (the "Franchise");

WHEREAS, as the result of prior transfers and/or assignments, WELBAC CABLE TV CORPORATION ("Welbac") is now the successor in interest to WHITNEY CABLEVISION OF INDIANA under the Franchise and lawfully operates and maintains a CATV system and provides CATV service pursuant to it;

WHEREAS, on September 8, 1988, TELE-MEDIA COMPANY OF THE MID-SOUTH, an Indiana limited partnership ("TMC-MS"), was formed for the purpose of constructing, owning and operating CATV systems located in various communities within the State of Indiana and the Commonwealth of Virginia;

WHEREAS, on or before October 31, 1988, TMC-MS shall acquire substantially all the assets, tangible and intangible, of Welbac;

WHEREAS, pursuant to Section 23 of the Franchise, the consent or approval of the Board is required to transfer or assign the Franchise from Welbac to TMC-MS;

WHEREAS, the Board now desires to consent to the transfer and assignment of the Franchise from Welbac to TMC-MS and to confirm that TMC-MS will become the lawful holder of the Franchise upon consummation of its acquisition of the assets of Welbac;

WHEREAS, TMC-MS desires to assume, perform and be bound by all the obligations, liabilities, covenants, conditions and restrictions to be done, kept or performed by, or imposed upon Welbac under the Franchise that arise from and after the date of the assignment of the Franchise from Welbac to TMC-MS.

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

Section 1. Consent is hereby given by the Board to the assignment by Welbac to TMC-MS of all Welbac's right, title and interest in, and duties and obligations under, the Franchise and upon consummation of its acquisition of the assets of Welbac, and the filing of the acceptance by TMC-MS provided for in Section 3 hereof, the Board will recognize TMC-MS as the sole holder of all rights under the Franchise.

Section 2. Consent is also hereby given by the Board to the assignment, for collateral security purposes, of the right to conduct the business of a CATV system under the Franchise by the holder thereof to a financial lending institution as collateral security for the repayment of

indebtedness incurred in connection with the acquisition and/or operation of CATV systems.

Section 3. The consents granted by this Resolution shall be null and void unless the assignee of the Franchise, TMC-MS, files a written acceptance of the Franchise, acknowledged before a Notary Public, with the Board within sixty (60) days after assignment of the Franchise from Welbac to TMC-MS. Such acceptance shall acknowledge that TMC-MS agrees to be bound by and to comply with the provisions of the Franchise Resolution, and shall be in such form and have such content as to be satisfactory to and approved by the Board.

Section 4. Except as hereby modified, the Franchise is in all other respects ratified and confirmed, and all of the terms and conditions thereof shall remain in full force and effect. The Board hereby confirms that the Franchise is validly existing, not in default, in full force and effect, and Welbac is the holder of the rights under the Franchise.

30

Section 5. This Resolution shall take effect and
be in force from the earliest period allowed by law.

PASSED this 3 day of Oct, 1988.

ATTEST:

Virgil Schmaus
Mary Lou Schnell

By: Gilbert Fleck
Title: Pres Co Commr.

FILED
AUDITOR DUBOIS COUNTY

OCT 3 1988

Basil C. Dunkel

CONTRACT FOR PIPELINE EASEMENT

THIS CONTRACT, made and entered into this 6th day of September, 1988, by and between the CITY OF HUNTINGBURG, an Indiana Municipal Corporation of Dubois County, State of Indiana, hereinafter called "CITY", and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DUBOIS, of Dubois County, State of Indiana, hereinafter called "COUNTY";

WITNESSETH:

WHEREAS, on the 6th day of September, 1988, said CITY did file a Petition with the COUNTY, asking for authority to lay and install a watermain along a certain county highway in Dubois County, Indiana, all in accordance with the permit application submitted with said Petition; and,

WHEREAS, the said COUNTY did accept the Petition to grant the prayer thereof for the CITY to lay a watermain along a certain county highway at said locations and routes as set forth in said permit application; and

WHEREAS, Indiana Statutes, being Section 2 and 3 of Chapter 151 of the 1947 Acts of the Indiana General Assembly (Indiana Code 8-1-23-3), provide that any such person desiring such permits first enter into a contract with the COUNTY wherein such pipeline, conduit or drain is to be located, which contract shall obligate the owner thereof to restore the county highway to its original condition after the laying of such pipe and to file a surety bond payable to the county, which in this instance was set by the COUNTY in the penal sum of Ten thousand

_____ Dollars (\$ 10,000.00)
conditioned upon the performance of such contract to lay a water-
main under, across and along a certain county highway and road in
Patoka Township, Dubois County, described as follows:

10 feet wide along the east side of the county right-of-way for County Road 200W commencing at its intersection with State Road 64; thence north approximately 850 feet, thence west across said County Road to the west right-of-way.

which said easement and easements shall not be considered as a permanent right or easement but shall endure and extend so long as such pipeline does not interfere with the alteration, use, abandonment or public enjoyment of such county highways.

As consideration for this contract, the said CITY does hereby tender unto the COUNTY, a bond in the amount of _____ Dollars (\$ _____)

which said bond is conditioned upon the performance of this contract. No other consideration is given for said contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this _____ day of _____, 1988.

CITY OF HUNTINGBURG, INDIANA
"CITY"

By: Connie K. Nass
Connie K. Nass, Mayor

ATTEST:
Thomas O. Ellsworth
Thomas O. Ellsworth,
Clerk-Treasurer

BOARD OF COUNTY COMMISSIONERS
FOR THE COUNTY OF DUBOIS
"COUNTY"

By: Gilbert Fleck

ATTEST:
Basil C. Kunkel
Auditor of Dubois County

FILED
AUDITOR DUBOIS COUNTY

SEP 6 1988

Basil C. Kunkel

FILED
AUDITOR DUBOIS COUNTY

OCT 3 1998

Barth C. Hunkel

STATE OF INDIANA)
COUNTY OF DUBOIS) SS:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DUBOIS COUNTY, INDIANA

IN THE MATTER OF THE PETITION
FOR THE IMPROVEMENT OF THE
ST. ANTHONY ROAD WEST, A COUNTY
ROAD IN JACKSON AND MARION
TOWNSHIPS, DUBOIS COUNTY

PETITION

Come now the undersigned petitioners, being owners of taxable real estate in and legal voters of Dubois County, Indiana, and for petition to the Board of County Commissioners of said County would show the following:

1. That the St. Anthony Road-West, running between its intersection with the Hall Creek Road in Section 8, Township 2 South, Range 4 West in Marion Township and its intersection with County Road #350S in Section 16, Township 2 South, Range 4 West, in Jackson Township, Dubois County, Indiana, is a commonly traveled thoroughfare of said County and is heavily used by the residents of said area, by school buses and as a mail route.
2. That said county Road is an unimproved rock road, and is not adequately constructed for today's vehicles and traffic flow.
3. Those of the undersigned who are owners of real estate adjacent to said Road do by these presents give, grant and dedicate unto Dubois County, Indiana, a permanent easement and right-of-way for County road purposes, twenty-five feet on either side of the centerline of said Road, as currently located and running through Section 8, 16, and 21, all in Township 2 South, Range 4 West, in Dubois County, Indiana.

WHEREFORE, your petitioners would request the Board improve said St. Anthony Road-West by increasing the width thereof and by installation of bituminous materials, and for all other proper relief in this matter.

Kenneth D Blessinger
KENNETH BLESSINGER

Wilfred A. Buechler
WILFRED A. BUECHLER

Edwin V. Mehling
EDWARD V. MEHLING
EDWIN

Rose Ann Blessinger
ROSE ANN BLESSINGER

Marilyn Buechler
MARILYN BUECHLER

MERLE FELTNER

MAGDALENE FELTNER

PATRICIA ANN RECKELHOFF

Helen Buechler
HELEN BUECHLER

WILLIAM J. WILSON

William J. Wilson
JOHN L. SCHNIEDERS

John L. Schnieders
WILLIAM RECKELHOFF

Donald L. Beckman
DONALD L. BECKMAN

Donald L. Beckman
GILBERT F. MERKLEY

Frank X. Merkley
FRANK X. MERKLEY

RICHARD L. MERKLEY

AGNES M. MERKLEY

ESTHER C. GUTGSELL

AGNES M. JAHN

Patricia A. Stork
PATRICIA A. STORK

Mary C. Matheis
MARY C. MATHEIS

Judith H. Voegerl
JUDITH H. VOEGERL

Brenda Lea Beck
BRENDA LEA BECK

WILLIAM F. RECKELHOFF JR.

Ralph Buechler
RALPH BUECHLER

Thomas E. Wilson
THOMAS E. WILSON

ROSE ANN WILSON

Rose Wilson
EILEEN R. SCHNIEDERS

Eileen R. Schnieders
STELLA RECKELHOFF

RUTH E. BECKMAN

AGNES M. MERKLEY

DENISE A. MERKLEY

Gene A. Merkley
GENE A. MERKLEY

VICTOR A. GUTGSELL

OTHMAR JAHN

Revis L. Stork
REVIS L. STORK

Virgil L. Matheis
VIRGIL L. MATHEIS

Charles R. Voegerl
CHARLES R. VOEGERL

Timothy L. Beck
TIMOTHY L. BECK

We the undersigned, all Tax Payers of Dubois County, request your immediate attention to County Road #285E. This one mile stretch of gravel road, which connects with paved Spencer County Road # , is and has always been in terrible condition. The road had been widened for almost fifteen years for the intent of asphalt or chip-and-seal. Presently, it has yet to be completed. Due to the heavy traffic, the gravel surface cannot be maintained in good condition. Your immediate attention would be appreciated.

1. Connie Dilger
2. Mark Balman
3. Eric Rahman
4. Gary Rahman
5. Paula Demuth
6. Rick Demuth
7. Glenn Lindauer
8. Bill Giesler
9. Dan Lindauer
10. Catherine Giesler
11. Les Giesler Jr.
12. Tammy Berger
13. Albert Berger
14. Janice Berger
15. Jerome Boeckman
16. Mike Van Winkle
17. Jane Van Winkle
18. Tom Beach
19. Vicki Beach
20. Darlene Hassfurther
21. Dennis Hassfurther
22. Linda Boeckman
23. Nancy Rahman
24. George Dilger
25. Randy Bromm
26. Don Yates
27. Phyllis Yates
28. Robert Pund
29. Pat Hassfurther
30. Donna Hassfurther
31. Shirley Demuth
32. Robert Demuth
33. Alfred Spayd
34. Francis Lehr
35. James A. Demuth
36. Dennis Boeckman
37. Mary Giesler
38. Mary Ann Rahman
39. Mr. + Mrs. Leonard Reckelhoff
40. Marie Reckelhoff
41. Ar. Terminus Dick
42. Jim Boeckman
- 43.
- 44.
- 45.
- 46.

FILED
AUDITOR DUBOIS

OCT 5 1987

Basil C. Hummel

the first of these is the fact that the system is not a simple one, and that the results are not in general in accordance with the theory.

The second point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The third point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The fourth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

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The ninth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The tenth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The eleventh point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The twelfth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The thirteenth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The fourteenth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The fifteenth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

The sixteenth point is that the system is not a simple one, and that the results are not in general in accordance with the theory.

OCT 3 1968

STATE OF INDIANA)
COUNTY OF DUBOIS) SS:

Basil C. Dunkel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DUBOIS COUNTY, INDIANA

IN THE MATTER OF THE PETITION
FOR THE IMPROVEMENT OF THE
ST. ANTHONY ROAD WEST, A COUNTY
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EDWARD V. MEHLING

ROSE ANN BLESSINGER

MARILYN BUECHLER

Merle Feltner
MERLE FELTNER

Magdalene Feltner
MAGDALENE FELTNER

Patricia Ann Reckelhoff
PATRICIA ANN RECKELHOFF

HELEN BUECHLER

WILLIAM J. WILSON

JOHN L. SCHNIEDERS

WILLIAM RECKELHOFF

William Reckelhoff
DONALD L. BECKMAN

Gilbert F. Merkley
GILBERT F. MERKLEY

FRANK X. MERKLEY

RICHARD L. MERKLEY

Agnes M. Merkley
AGNES M. MERKLEY

Esther C. Gutgsell
ESTHER C. GUTGSELL

Agnes M. Jahn
AGNES M. JAHN

William F. Reckelhoff Jr.
WILLIAM F. RECKELHOFF JR.

RALPH BUECHLER

THOMAS E. WILSON

ROSE ANN WILSON

EILEEN R. SCHNIEDERS

Stella Reckelhoff
STELLA RECKELHOFF

Ruth E. Beckman
RUTH E. BECKMAN

Agnes M. Merkley
AGNES M. MERKLEY

Denise A. Merkley
DENISE A. MERKLEY

Gene A. Merkley
GENE A. MERKLEY

Victor A. Gutgsell
VICTOR A. GUTGSELL

Othmar Jahn
OTHMAR JAHN

OFFICE OF
SURVEYOR OF DUBOIS COUNTY

THOMAS J. FROMME
PHONE 482-2171
JASPER, INDIANA 47546

November 28, 1988

JOHN GRAMELSPACHER DITCH

Petitioners for several years have come before the County Drainage Board for a clean-out of the ditch.

There was no assessment collected for the allotments in the past 45 years. The County Drainage Board and County Surveyor set a meeting date in March of 1988 to inspect the ditch. It was in the drainage board's favor to clean the ditch after they personally inspected it. Monies of \$10,000.00 were appropriated and a contract to clean 7,085 feet from the mouth of Flat Creek to the outlet of the Renner detention basin was made. Bids were received from five bidders, with bids of a low \$1.29 to a high bid of \$2.24. May 6, 1988, was the date for the bid letting and a low bid was awarded to Duane Knies Construction.

The county surveyor was the inspector for the work being done as the contract called for in said contract.

The ditch was cleaned, trees were removed from the east side spoil and debris set on the east side. Clean out of the ditch was good. The spoil is to be levelled and drainage laterals opened for the correct drainage. The spoil is to be levelled when feasible.

Thomas J. Fromme
Surveyor of Dubois County

Thomas J. Fromme

FILED
AUDITOR DUBOIS COUNTY

DEC 5 1988

Brail C. Kunkel

LOW BID \$1.29 PER FT

ALLOT-FT JOHN GRAMELSPACHER DITCH

562.5	ROADS R/W ACRES	VAR.S	DUBOIS COUNTY COMMISSONER	T&TIS RLW	\$ 478.25	1
285	107	1	GRANT HUBSTER	T2S RLW	\$ 242.25	2
363.5	77	35	AUGUSTA HULSMAN	TIS RLW	\$ 308.97	3
665	15/30	1+36	ALAN SMALL	TIS-T2S RLW	\$ 565.25	4
2775	160/200	35+2	THEODORE ULAND	TIS-T2S RLW	\$ 2358.75	5
570	85	2	BROSMER + SENG	T2S RLW	\$ 484.50	6
380	40	36	ROBERT MURRY	TIS RLW	\$ 323.00	7
380	40	36	ROBERT MURRY	TIS RLW	\$ 323.00	8
170	159	35	KASPER WEISHEIT	TIS RLW	\$ 144.50	9
665	80/150.6	25+36	CLETUS DURCHOLZ	TIS RLW	\$ 565.25	10
760	80	36	MARTIN RENNER-EST.	TIS RLW	\$ 646.00	11
199.5	39	25	ROBERT CALVERT	TIS RLW	\$ 169.75	12
133	20	25	JOAN BACHMAN	TIS RLW	\$ 113.05	13
950	51/80	26+35	ALBERT RENNER	TIS RLW	\$ 807.50	14
1520	160	36	ARNOLD RENNER	TIS RLW	\$ 1292.00	15
199.5	30	25	ARNOLD RENNER	TIS RLW	\$ 169.57	16
67	11	35	RONALD KLEM	TIS RLW	\$ 56.95	17
64	8.75	35	JOHNATHON DURCHOLZ	TIS RLW	\$ 54.40	18
50	2	35	RUDOLPH HULSMAN	TIS RLW	\$ 42.50	19

10759	PART OF ACRES	SEC. ALL IN	TWPS	\$ TOTAL 9145.44	20
TOTAL-FT	DRAIN D	RLW	RANGE	ASSEMT.	

Credit to Arnold Renner \$860.00 for his previous
Clean out on his land allotment.

\$5.50 Credit to drainage fund, work done by
County Surveyor & Engineer.

FILED
AUDITOR DUBOIS COUNTY
DEC 5 1988

Basil C. Hunkel

DEPUTIES
Bonnie Luebbehusen
Hilda Schmitt

DEPUTIES
Doris Schnell
Janice Sermersheim
Deb Hardin

OFFICE OF
AUDITOR DUBOIS COUNTY
BASIL C. KUNKEL - COUNTY AUDITOR
Jasper, Indiana 47546
812-482-6545

Dear

DUBOIS COUNTY has established and is operating a TRASH COLLECTION SYSTEM for residents of DUBOIS COUNTY pursuant to ORDINANCE NO. 1977-1, as amended, which provides for fines and penalties for violators.

Recently someone, using a motor vehicle with an out of COUNTY LICENSE PLATE registered in your name, was observed depositing trash in a DUBOIS COUNTY TRASH CONTAINER apparently in violation of said Ordinance.

If you are not a resident of Dubois County, we request that you discontinue using the Dubois County Containers in disposing of your trash.

A second offense will be followed by a notification to appear before the JUDGE OF THE SUPERIOR COURT of Dubois County.

Yours Truly,

Basil C. Kunkel
Basil C. Kunkel
Auditor Dubois County

FILED
AUDITOR DUBOIS COUNY

JAN 3 1989

Basil C. Kunkel

Commissioners Court Convenes the First Monday in Each Month

DEPUTIES
Bonnie Luebbehusen
Hilda Schmitt

DEPUTIES
Doris Schnell
Jeanne Mundy

OFFICE OF
AUDITOR DUBOIS COUNTY
BASIL C. KUNKEL - COUNTY AUDITOR
Jasper, Indiana 47546
812-482-6545

January 16, 1989

The Odle Group, Architects
6765 North State Road #37
P.O. Box 2149
Bloomington, Indiana 47402

Gentlemen:

This is to advise you that Dubois County, Indiana, has been advised by the City of Jasper that a non-interruptible supply of natural gas will be available for the new Dubois County Security Center at Jasper.

Based upon this fact, you are hereby instructed to proceed with the installation of such equipment at the Security Center as will be used with a non-interruptible gas system.

DUBOIS COUNTY, INDIANA

By the Board of Commissioners

Gilbert Fleck

PRESIDENT

Commissioners Court Convenes the First Monday in Each Month

FILED
AUDITOR DUBOIS COUNTY

JAN 16 1989

Basil C. Kunkel

RESOLUTION

BE IT RESOLVED by the Commissioners of Dubois County that all County roads be limited to ten (10) tons during the winter months and that the roads be posted for ten (10) ton load limit effective immediately.

DATED THIS 16th day of January, 1989

FILED
AUDITOR DUBOIS COUNTY

JAN 16 1989

Basil C. Kunkel

BOUNDARIES

BAINBRIDGE

PRECINCT 1

All of Bainbridge Township outside of the City of Jasper south of State Road #164 and south of Division Road (Sixth Avenue)

PRECINCT 2

All of Bainbridge Township outside of the City of Jasper north of State Road #164 and east of State Road #45 and all of that west of State Road #45 and north of County Road #300N.

PRECINCT 7

All of Bainbridge Township outside of the City of Jasper north of Division Road (Sixth Avenue), south of County Road #300N, and west of the Jasper City limits.

PRECINCT 3N

All area within Jasper north of State Road #56, west of State Road #45, and south of a line beginning at the intersection of State Road #45 and 13TH Street and running west on 13TH Street to Emily Street, thence north on Emily Street extended to the south line of the N ½ of the N ½ of Section 27-T1S-R5W, thence west to the City limit line.

PRECINCT 3S

All area within Jasper south of State Road #56 and south of State Road #162 and west of the Patoka River.

PRECINCT 4E

All area within the City of Jasper south of the Patoka River and east of State Road #162.

PRECINCT 4W

All area within the City of Jasper south of the Patoka River and west of State Road #162.

PRECINCT 5S

All area within the City of Jasper east of State Road #45 and east of State Road #162, north of the Patoka River, and south of 15TH Street.

PRECINCT 5N

All area within the City of Jasper east of State Road #45 and north of 15TH Street.

PRECINCT 6N

All area within the City of Jasper west of State Road #45 and north of 36TH Street.

PRECINCT 6C

All area within the City of Jasper west of State Road #45, south of 36TH Street and north of Schuetter Road.

PRECINCT 6S

All area within the City of Jasper west of State Road #45, south of Schuetter Road and north of a line beginning at the intersection of State Road #45 and 13TH Street (~~same as 3N~~)

Same as north line of 3N

FILED
AUDITOR DUBOIS COUNTY

JAN 24 1989

AUDITOR'S CERTIFICATE

Basil C. Kunkel

I, Basil Kunkel, duly elected Auditor of the County of

Dubois, do hereby certify the contents hereof to be a true and accurate representation of such matters as described and depicted in the official records of the proceedings of the Board of County Commissioners of this County.

Dated: 1-18-89

Basil C. Kunkel
Auditor

SERVICE AGREEMENT

ACCOUNT NO. 060 DATE Feb 1, 1989
CUSTOMER Dubuque County Court House SERVICE DAYS On call basis
ADDRESS Jasper, Mo 64596 CONTAINER 4 cu yd (O) (L)
RATE \$2.75 per cu yd + \$300 weekly leaving

TERMS AND CONDITIONS

Jasper Container Co., Inc. ("Company") agrees to furnish the solid waste collection and disposal services on the days listed above and/or containers specified herein and the above-named Customer agrees to make the payment as provided for herein and abide by the following terms and conditions of this Agreement:

Binding Effect. This Agreement is a legally binding contract on the part of both Company and Customer in accordance with the terms and conditions set out herein.

Term. This Agreement is for a term of one year and shall be renewed for successive one year periods without further action by the parties, but may be terminated at the end of any one year period by either of the parties hereto by not less than sixty days prior written notice (Certified Mail).

Payments. Customer shall pay Company on a monthly basis for the services and/or container furnished by Company in accordance with the charges and rates provided for herein. Payment shall be made by Customer to Company within ten (10) days of the receipt of an invoice from Company. Company may impose and Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate for same allowed by applicable law.

Waste Material. The waste material to be collected and disposed of by Company pursuant to this Agreement is solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 as amended, and applicable state law and such hazardous materials are expressly not covered by this Agreement. Company shall acquire title to the solid waste when such waste is loaded into Company's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above. Company reserves the right to refuse collection of any container containing hazardous material.

Liability for Containers. If this Agreement includes the rental of container, Customer acknowledges that it has the care, custody and control of container owned by Company and accepts responsibility for the container and its contents except when it is being physically handled by employees of Company. Customer agrees: to make no alteration to any container without Company's prior consent; to not overload the container; and to not use the container for incineration purposes. Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all claims for loss of or damage to property, or injury to or death of person or persons, resulting from or arising in any manner out of Customer's use, operation or possession of any container furnished under this Agreement.

Access Areas. Company shall have clear access to any container at regular collection times. Customer acknowledges that Company shall not be liable for any damages to pavement or driving surface resulting from its trucks servicing an agreed upon area.

Landfill and Fuel Adjustments. Company reserves the right to adjust the rates hereunder based upon increases in fuel and landfill cost.

Other Rate Adjustments. Company may adjust the rates hereunder at the end of any one year period for reasons other than landfill and fuel adjustments.

Changes. Changes in the rates, the type, size and amount of container, and the frequency of services may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.

Failure to Perform. In the event Customer terminates this Agreement prior to the expiration of its term, Customer agrees to pay Company as liquidated damages a sum equal to the total of Customer's monthly charge for the most recent six months or, if Customer has not been serviced for six months, Customer's most recent monthly charge multiplied by six. In the event Customer fails to pay Company all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Company refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Company as a result of such action, including a reasonable attorney's fee.

Excused Performance. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, and acts of God.

Assignment. Neither party shall assign this Agreement without the prior written consent of the other party, except that Company without Customer's consent may assign this Agreement to any corporation affiliated with Company.

JASPER CONTAINER CO., INC.

BY Jerome "Butt" Hoffman
"COMPANY" Pres.

CUSTOMER _____

BY Gilbert Fleck Title Pres. Co. Comm.
"CUSTOMER"

FILED
AUDITOR DUBOIS COUNTY

MAR 6 1989

Basil C. Hunkel

MAR 6 1989

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 6th day of March, 1989, by and between the COUNTY OF DUBOIS, INDIANA, [hereinafter "COUNTY"] and the CITY OF HUNTINGBURG, in Dubois County, Indiana, [hereinafter "CITY"];

WITNESSETH:

WHEREAS, said COUNTY and CITY have heretofore developed a proposed road construction project for the construction and improvement of certain county roads providing access to an industrial site in and about the City of Huntingburg; and

WHEREAS, the COUNTY and CITY have been jointly awarded an Economic Development Administration Grant and the City of Huntingburg has been awarded a Community Development Block Grant; both grants to be applied to the costs of said road project; and

WHEREAS, said CITY has been designated as the lead agency for said project and the parties hereto are desirous of providing for the manner of payment of the costs of said project which are not covered by said grants;

NOW THEREFORE, for and in consideration of the premises and the mutual agreements of the parties hereinafter contained, the parties hereto agree as follows:

1. That the proceeds of the grant awards hereinabove described shall be applied to the costs of said Huntingburg Industrial Access Road Project and that said CITY shall be the lead agency for said project.
2. That the parties hereto shall each contribute Fifty Percent (50%) of all costs of said project, including engineering, consulting, construction, inspection, and all other expenses incidental to said project which are not otherwise covered or paid by said grants; provided, however, that the share of the costs to be borne by the COUNTY shall in no event exceed the total sum of One Hundred Thirty Thousand Dollars (\$130,000.00).

3. In the event the COUNTY's share of the costs of said project which are not covered or paid by said grants should exceed the sum of One Hundred Thirty Thousand Dollars (\$130,000.00), said CITY shall assume and pay such excess costs.

4. The parties hereto agree that each shall duly appropriate and cause to be paid to said CITY and deposited in the appropriate construction account for said project, their respective share of such costs promptly when the same becomes due and payable.

5. The parties hereto further agree that in the event the project should be terminated prior to completion for any reason, each party shall bear one-half of the costs incurred for said project to the date of such termination and shall promptly pay the same as it comes due.

6. The parties hereto agree that said CITY shall be, and is hereby designated as the lead agency for said project, and as such, shall have the following responsibilities:

- (1) To manage the grant funds and all project funds contributed by the parties, and in general to comply with all federal and state regulations pertaining thereto.
- (2) To let and receive bids and award contracts for the construction of the project in a manner prescribed by state and federal laws and regulations and as defined and limited by the grant documents.
- (3) To receive and request proposals and awards contracts for engineering, administrative and all other constructions contracts; subject, however, to review and approval by the COUNTY prior to final action.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COUNTY OF DUBOIS by its
BOARD OF COUNTY COMMISSIONERS

CITY OF HUNTINGBURG

Gilbert Fleck
David Schuman
Mary Lou Schull

By: Connie K. Nass
Connie K. Nass, Mayor

Attest: Thomas O. Ellsworth
Thomas O. Ellsworth,
Clerk-Treasurer

"COUNTY"

"CITY"

FILED
AUDITOR DUBOIS COUNTY

MAR 6 1989

Basil A. Henkel