



CITY OF BATESVILLE, INDIANA

Mayor John Irrgang

Board of Works Meeting, Monday, April 13, 2026, at 6:30 p.m.

Council Meeting – Will follow Board of Works Meeting

132 South Main Street, 2nd Floor, Council Chambers

Batesville Common Council Members: Elected to a 4-Year Term: 1/1/2024 – 12/31/2027

1st District: Darrick Cox; 2nd District: Doug Stock; 3rd District: Beth Enneking; 4th District: Brad Dreyer; At-Large: Melissa Tucker

Mayoral Annual Appointment: BOW: Jonathon Maple; City Attorney: Blaine Timonera

Elected Official: Clerk-Treasurer, Brad Marcy (Remaining of Term vacated by Paul Gates)

Board of Works

Call Meeting to order.

Roll Call.

Review of minutes:

Old Business:

1.

New Business:

1. Parking Lot Closure Request – Batesville Farmers Market – Three requests: Saturdays and Wednesdays and May 9, 2026
2. Trail Usage Request – Amack's Well – Java Walk
3. Road Closure Request – RomWeber Marketplace – Cars & Bikes for a Cause
4. Road Closure Request – Every Sole Counts – Four on the Fourth
5. Parking Lot Closure Request – Batesville Main Street – Food Truck Festival
6. Lakeshore Village Section 1 R/W
7. Bid Opening – Community Crossings MG 2026-1

PD MM

FD BH

Street pm

Mayor JD

Andrea Wade

From: Christy Ludwig <do-not-reply@batesvilleindiana.us>
Sent: Monday, April 6, 2026 9:11 PM
To: Andrea Wade; bvillestdept@etczone.com
Cc: John Irrgang
Subject: Street Closure Request
Attachments: FM-Sat.-Street-Closure-Map.jpg

Event Name: Batesville Farmers Market

Date of requested closure: Every Saturday Morning May 2-Oct 31, 2026

Requested streets to be closed: Parking lot area between the Village Green and Ms Shannon's Music Studio. Between Boehringer and 5/3rd. Drive will remain open off of Boehringer

Time of requested closure: 6:00am – 12:00pm

Organization: Batesville Main Street

Contact:

Christy Ludwig

amypretzer1@gmail.com

407-625-7911

132 S Main Street, Batesville, IN 47006

Event Coordinator:

Christy Ludwig

812-212-7288

Secondary Event Coordinator:

Amy Pretzer

407-625-7911

Requested streets to be closed: Parking lot area between the Village Green and Ms Shannon's Music Studio. Between Boehringer and 5/3rd. Drive will remain open off of Boehringer

Equipment to be used: Cones will be used to block area

Life Safety Strategy: Event Coordinator on site with Emergency Information for fire and police. Event Coordinator will inform vendors of any emergency and emergency need that arises with assistance from Lucas Ludwig.

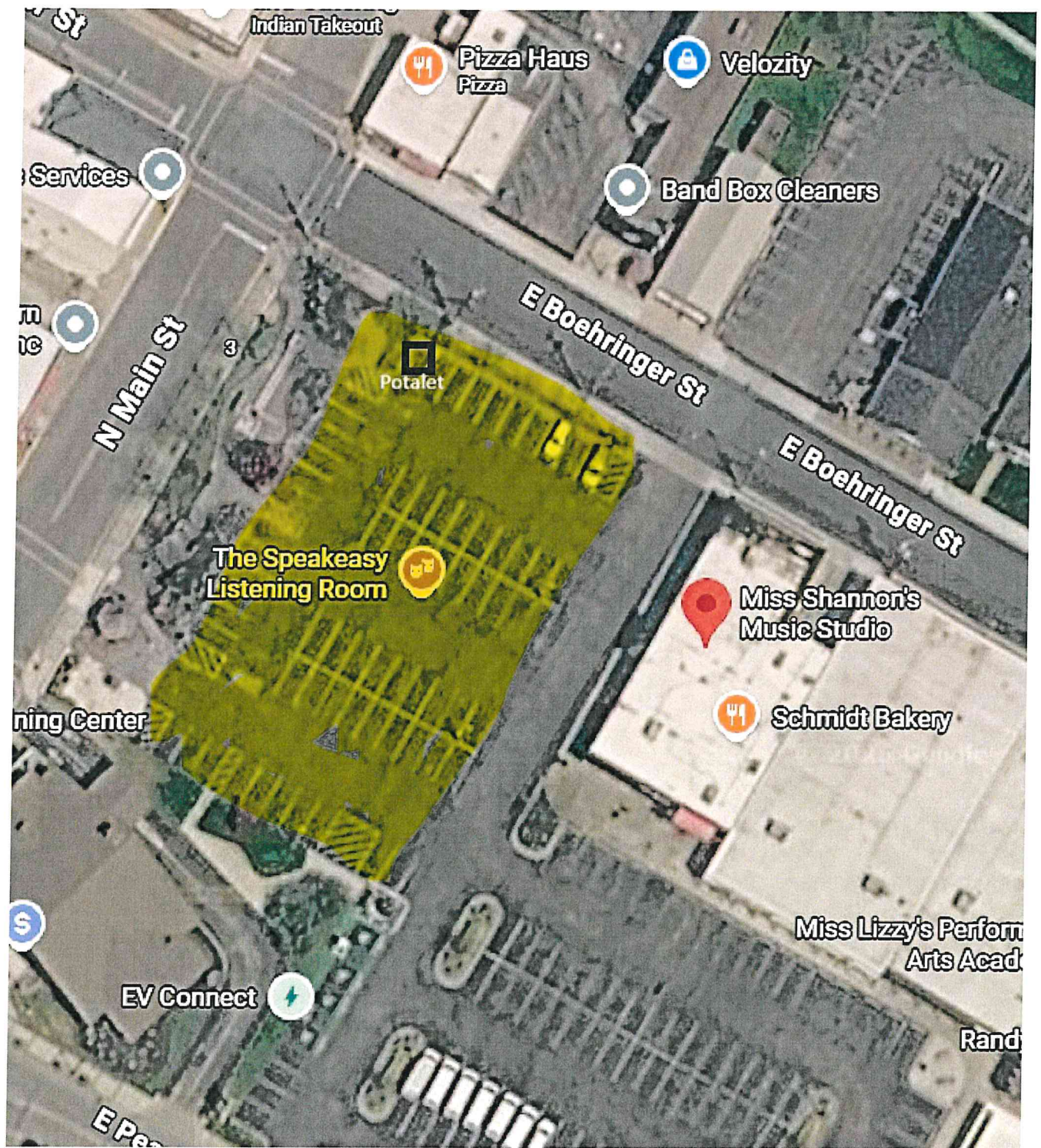
Additional Requests: Request Cones

Additional information: We also will need to place a port a let in the parking lot from May 1-Nov 1. This is placed in the corner of the lot at the Boehringer and Main Street area.

Certificate of Liability and Route Map (if applicable) are attached.

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This e-mail was sent from the Street Closure Request form on the City of Batesville website.



PD MM

FD Bl

Street ln

Mayor JD

Andrea Wade

From: Christy Ludwig <do-not-reply@batesvilleindiana.us>
Sent: Monday, April 6, 2026 9:18 PM
To: Andrea Wade; bvillestdept@etczone.com
Cc: John Irrgang
Subject: Street Closure Request
Attachments: FM-Sat.-Street-Closure-Map.jpg

Event Name: Batesville Farmers Market

Date of requested closure: Every Wednesday from July 8-Aug 26

Requested streets to be closed: Parking lot behind 5/3rd bank

Time of requested closure: 1:30-6:00pm

Organization: Batesville Main Street

Contact:

Christy Ludwig

amypretzer1@gmail.com

407-625-7911

132 S Main Street, Batesville, IN 47006

Event Coordinator:

Christy Lud

812-212-7288

Secondary Event Coordinator:

Amy Lunsford

407-625-7911

Requested streets to be closed: Parking lot behind 5/3rd bank

Equipment to be used: Cones will block off the area

Life Safety Strategy: Event coordinator will be onsite with all emergency #'s on hand.

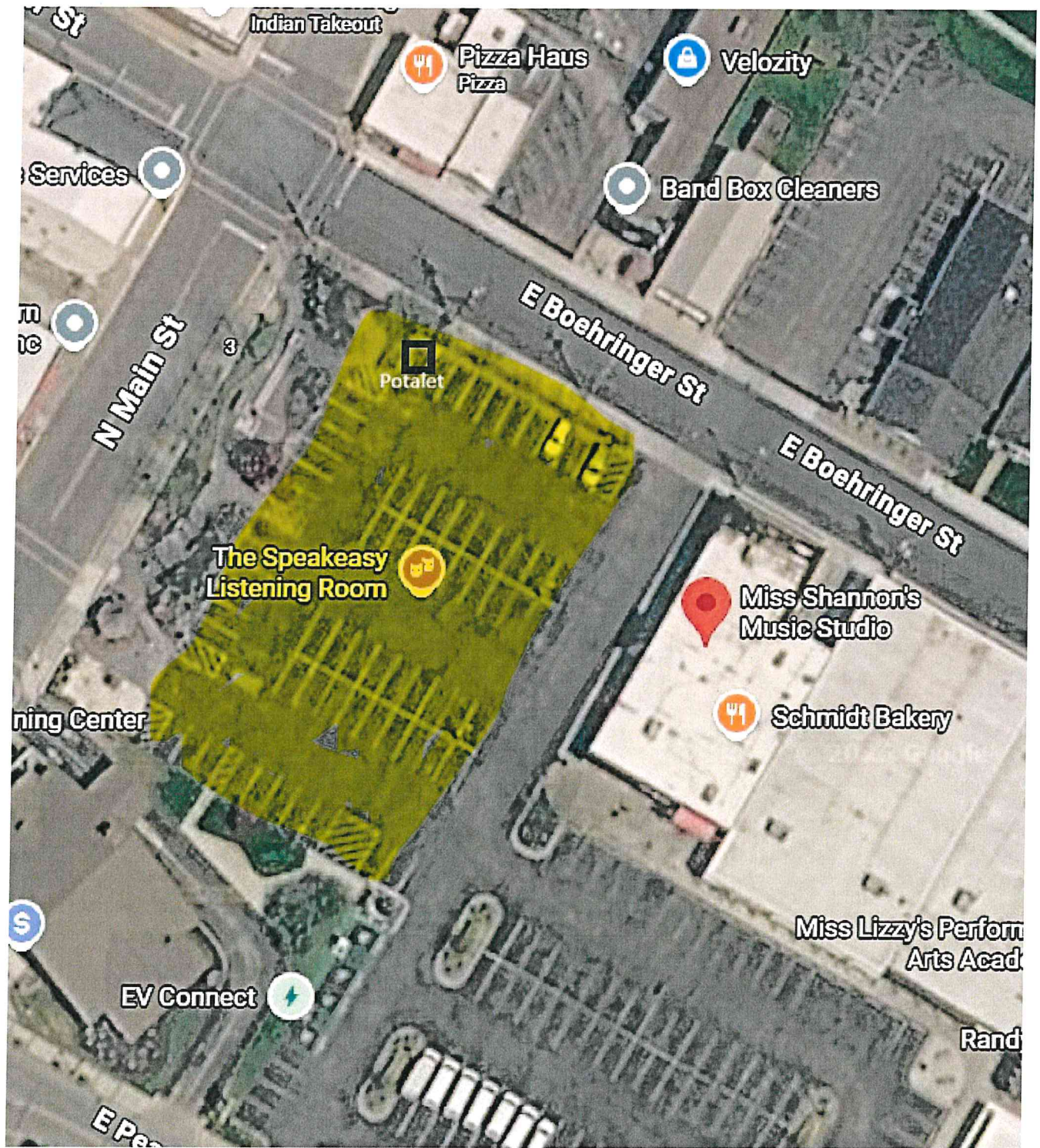
Event coordinator will notify vendors and customers of any emergency situation with assistance from Lucas Ludwig.

Additional Requests: Request Cones

Certificate of Liability and Route Map (if applicable) are attached.

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This e-mail was sent from the Street Closure Request form on the City of Batesville website.



PD MM

FD BH

Street Am

Mayor JR

Andrea Wade

From: Christy Ludwig <do-not-reply@batesvilleindiana.us>
Sent: Monday, April 6, 2026 9:33 PM
To: Andrea Wade; bvillestdept@etczone.com
Cc: John Irrgang
Subject: Street Closure Request
Attachments: FM-Insp-Park-Map.jpg

Event Name: Batesville Farmers Market

Date of requested closure: Saturday, May 9, 2026

Requested streets to be closed: Parking lot surrounding Inspiration Park

Time of requested closure: 6:00am – 12:00pm

Organization: Batesville Main Street

Contact:

Christy Ludwig
amypretzer1@gmail.com
407-625-7911
132 S Main Street, Batesville, IN 47006

Event Coordinator:

Christy Ludwig
812-212-7288

Secondary Event Coordinator:

Amy Lunsford
407-625-7911

Requested streets to be closed: Parking lot surrounding Inspiration Park

Equipment to be used: Barricades will block the entrance off of George St, Main Street and Pearl Street

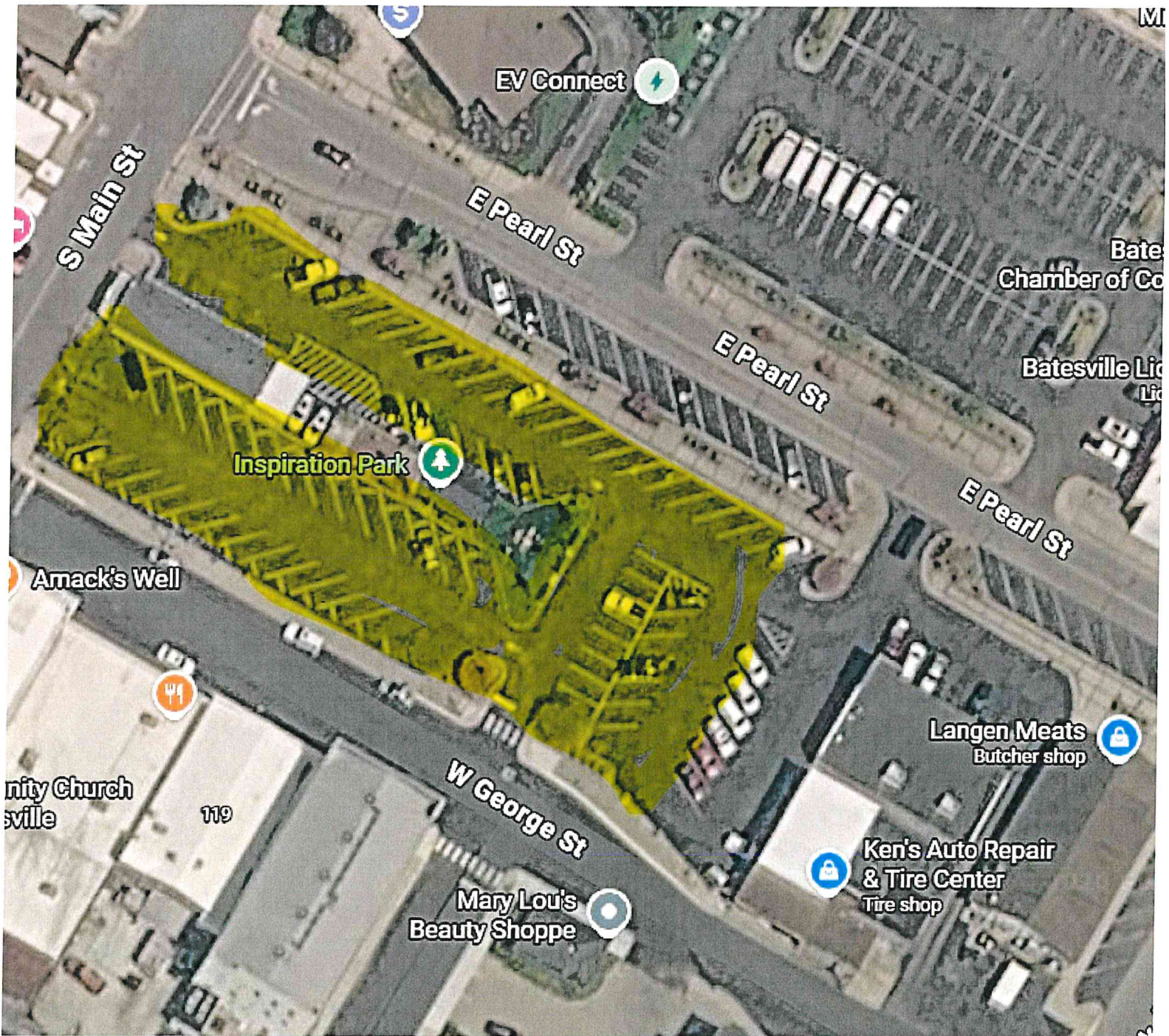
Life Safety Strategy: Event Coordinator will be onsite with emergency contact info.
Event Coordinator will notify vendors and customers of any emergency situation with assistance from Lucas Ludwig and Amy Lunsford

Additional Requests: Request Cones, Request Barricades

Certificate of Liability and Route Map (if applicable) are attached.

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This e-mail was sent from the Street Closure Request form on the City of Batesville website.





Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Request for usage must be made to the City of Batesville Board of Works **60 days prior to the event date**. Please describe the following city streets and/or parking areas to be used on the lines **below**. By completing this form, you acknowledge that any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Java Walk will go around the paved loop of Brum Woods to Amack's Well coffee house.

No streets will be closed for this event. We do plan to set up 2 tables in brum woods.

Event: Java Walk Date/Time: May 23rd 2026 8am-10am
Contact: Katie LaBolt Organization: Amack's Well
Mobile Number: 812-212-9608 Address: 103 E. George St
Date request submitted: 4/8/2026 City/State/Zip: Batesville, IN 47006

Please include the following with this request:

- ☒ Submitted route(s) and Map of location or route
- ☒ A copy of your Certificate of Liability (Naming City of Batesville as additional insured)
- ☒ Site Safety Plan **If your event is approved, you may have to complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Have you notified property owners of the affected street(s) closure? ☒ YES ☐ NO

Please select the following, if needed:

- ☒ Cones ☐ Barricades (You are responsible for moving barriers into place and removing from the roadway after the event)
- ☐ Fencing ☐ Police Traffic Assistance

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 4/8/2026

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief MM

Fire Chief BH

Street SM

Mayor JO

Site Safety Plan

Event: Java Jog

Complete form and present to the Fire Chief for approval

Event Coordinator Amack's Well

Phone Number 812-212-9608

Secondary Event Coordinator _____

Phone Number _____

Event Date: 5/23/26

Parking Lot or Road Closures:

List areas and times of closures

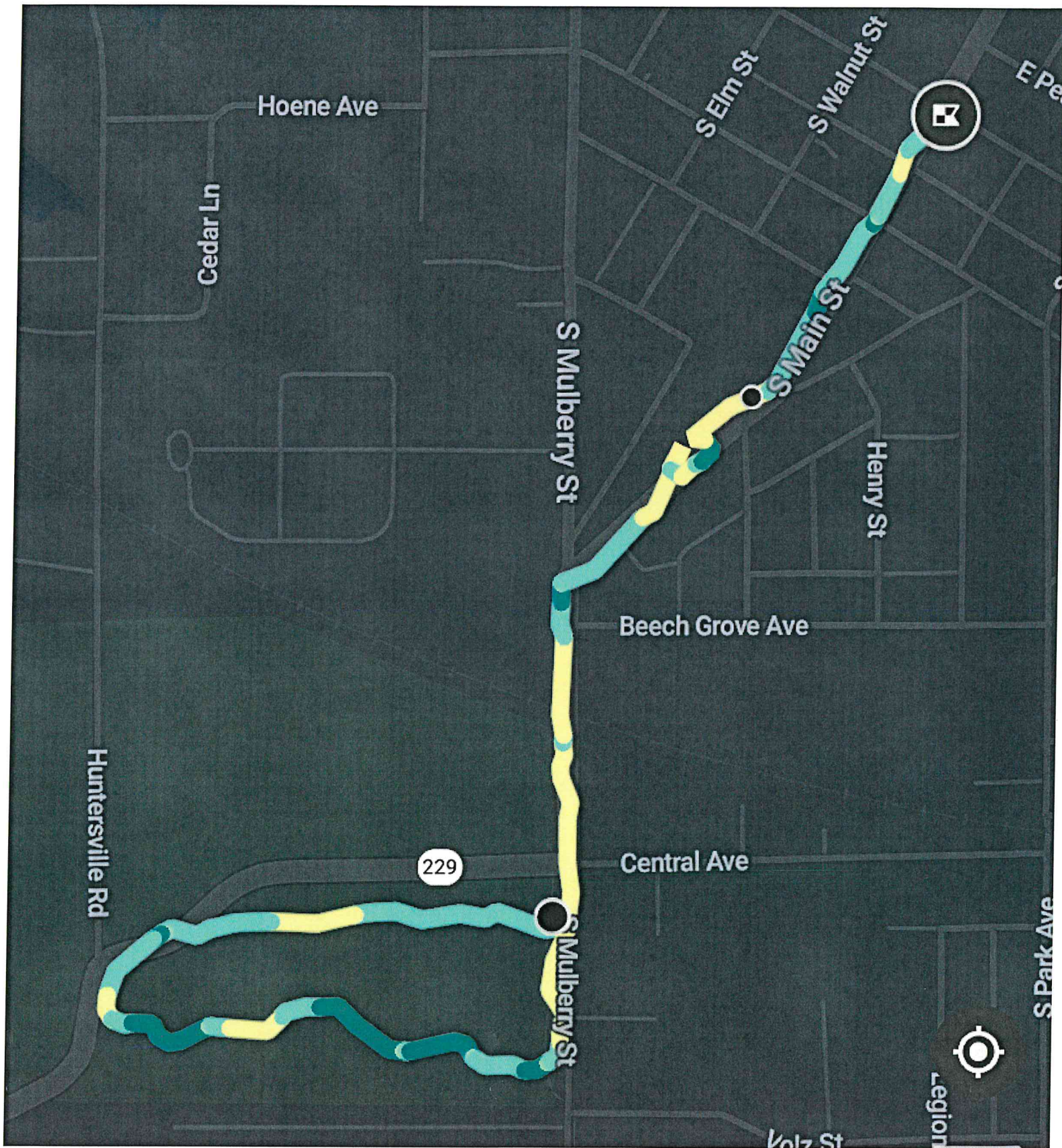
No roads will be closed for this event.

Equipment to be used:

List items used to close/block off parking lot/road

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Veal Insurance Agency 6414 Mimosa Lane Indianapolis, IN 46259	CONTACT NAME: Jeannette Miller
	PHONE (A/C, No, Ext): 317-862-6641 FAX (A/C, No): 317-862-6644
	E-MAIL ADDRESS: jmillier@vealinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Mennonite Mutual Insurance Co NAIC # 17299
	INSURER B: First Comp 27626
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00005950-0

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		400152042	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	MWC0159732-07	11/05/2025	11/05/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Batesville is named as additional insured. Event date May 23, 2026

CERTIFICATE HOLDER

CANCELLATION

City of Batesville
132 S Main St
Batesville, IN 47006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeannette Miller

(JHM)

PD MM

FD BI

Street AM

Mayor JD

Andrea Wade

From: Mary Ellen Rippe <do-not-reply@batesvilleindiana.us>
Sent: Tuesday, April 7, 2026 7:12 AM
To: Andrea Wade; bvillestdept@etczone.com
Cc: John Irrgang
Subject: Street Closure Request
Attachments: street-closure-highlighted.pdf

Event Name: Cars & Bikes for a Cause

Date of requested closure: June 6, rain date June 13, 2026

Requested streets to be closed: Eastern from Pearl to South Street.
South Street from Eastern to Depot St.

Time of requested closure: 6 am to 1:30 pm

Organization: RomWeber Marketplace

Contact:

Mary Ellen Rippe

merippe@nalu.net

5135199936

7 S. Eastern Avenue, Batesville, In 47006

Event Coordinator:

Secondary Event Coordinator:

Requested streets to be closed: Eastern from Pearl to South Street.
South Street from Eastern to Depot St.

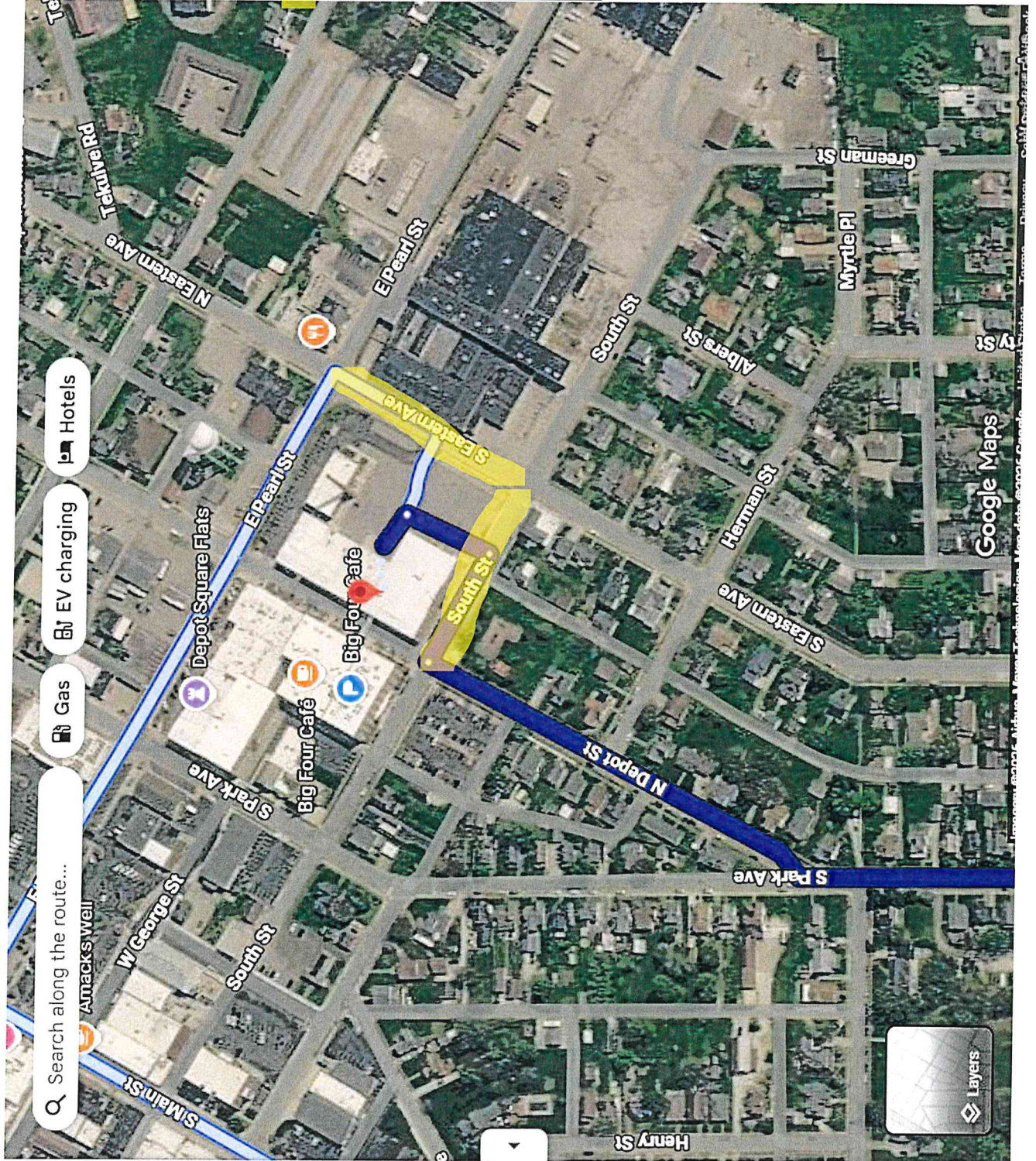
Additional Requests: Request Cones

Additional information: I did send all the paperwork in to Andrea.

Certificate of Liability and Route Map (if applicable) are attached.

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This e-mail was sent from the Street Closure Request form on the City of Batesville website.



Street Closure

Yellow highlight

Eastern from Pearl to South St.

South St from Depot St to Eastern.



Board of Works
Application for Street Closure(s) /Parking Lot(s) Usage

Consideration for usage of a city street or parking lot should be submitted to the Mayor's Office, **60 days** prior to the requested event date. Once received, the request is placed on the Board of Works agenda for review during their meeting held on the 2nd Monday, monthly at the Memorial Building. **All events, from 5k's & parades to festivals, must include a copy of the event's Site Safety Plan and Certificate of Liability (naming the City of Batesville as an additional insured).** Final decisions will be forwarded to the contact's name listed on this application. **In the event you have issues with the roadway or lot the day of the event, contact the Batesville Police Department at 812-934-3131 and they will notify the appropriate party to assist you.**

Event: Four on the Fourth Date/Time: 7am packet pickup 8am race begins
Contact: Curtis Gillman Organization: Every Sole Counts
Mobile Number: 812-212-1171 Address: 646 E. County Rd. 1400 N
Date request submitted: 4/8/2026 City/State/Zip: Batesville, IN 47006

Have you:

- ☒ Included a Map of location or route
☒ Included a copy of your Certificate of Liability (Naming City of Batesville as additional insured)
☒ Notified surrounding property owners of affected street(s) closure? YES NO
☒ Included the Site Safety Plan ****Festival?** You must complete the Indiana Department of Homeland Security Special Endorsement Permit by visiting: <https://publicsafety.dhs.in.gov/>. Certain Circumstances apply.

Your Needs:

- ☐ Cones _____ Amount ☐ Barricades (You are responsible for moving & removing from roadway after event)
☐ Fencing (10ft panel) _____ Amount ☐ Police Traffic Assistance

**Return completed form 60 DAYS
PRIOR TO THE EVENT:**

Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
awade@batesville.in.gov 812.933.6100

Approval of Application (Office use only)

Date Received: 4/8/2026 Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief MM Fire Chief BH Street AM Mayor JW

132 SOUTH MAIN STREET | BATESVILLE, INDIANA 47006
812.933.6100 | FAX 812.933.0698 | www.batesvilleindiana.us

Site Safety Plan

Event: 4 on the 4th

Complete form and present to the Fire Chief for approval

Event Coordinator	<u>Curtis Gillman</u>
Phone Number	<u>812-212-1171</u>
Secondary Event Coordinator	<u>Ed Horstman</u>
Phone Number	<u>812-216-8764</u>

Event Date: 7/4/2026

Parking Lot or Road Closures:

List areas and times of closures

The run will be in the park and on the trails. No road closures are needed. We will cross Coonhunters Rd.,

S. Park Ave and Mulberry road. No road closures are needed. We will have course marshalls at these intersections.

Equipment to be used:

List items used to close/block off parking lot/road

None needed.

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4

PD MM

FD BH

Street Am

Mayor Jo

Andrea Wade

From: Amy Lunsford <do-not-reply@batesvilleindiana.us>
Sent: Tuesday, April 7, 2026 11:11 AM
To: Andrea Wade; bvillestdept@etczone.com
Cc: John Irrgang
Subject: Street Closure Request
Attachments: Food-Truck-Layout.pdf

Event Name: Batesville Main Street Food Truck Festival

Date of requested closure: July 16, 2026

Requested streets to be closed: Closure of the parking lot around Inspiration Park between Pearl Street and George Street. Closure of entire parking lot.

Closure of Pearl Street between the Village Shopping Center entrances.

Time of requested closure: Closure of lot 10:00 am -9:30pm Closure of Pearl Street 12:00 pm-9:30 pm

Organization: Batesville Main Street

Contact:

Amy Lunsford

amypretzer1@gmail.com

407-625-7911

132 S Main Street, Batesville, IN 47006

Event Coordinator:

Amy Lunsford

407-625-911

Secondary Event Coordinator:

Adam Fischmer

317-750-3019

Requested streets to be closed: Closure of the parking lot around Inspiration Park between Pearl Street and George Street. Closure of entire parking lot.

Closure of Pearl Street between the Village Shopping Center entrances.

Equipment to be used: Barricades will be used to block off requested areas.

Life Safety Strategy: Sight Coordinator will have all emergency contact information on sight. Volunteers will have contact to site coordinator. Any communication needed for the event participants in an emergency case will be relayed via public announcement.

Additional Requests: Request Cones, Request Barricades

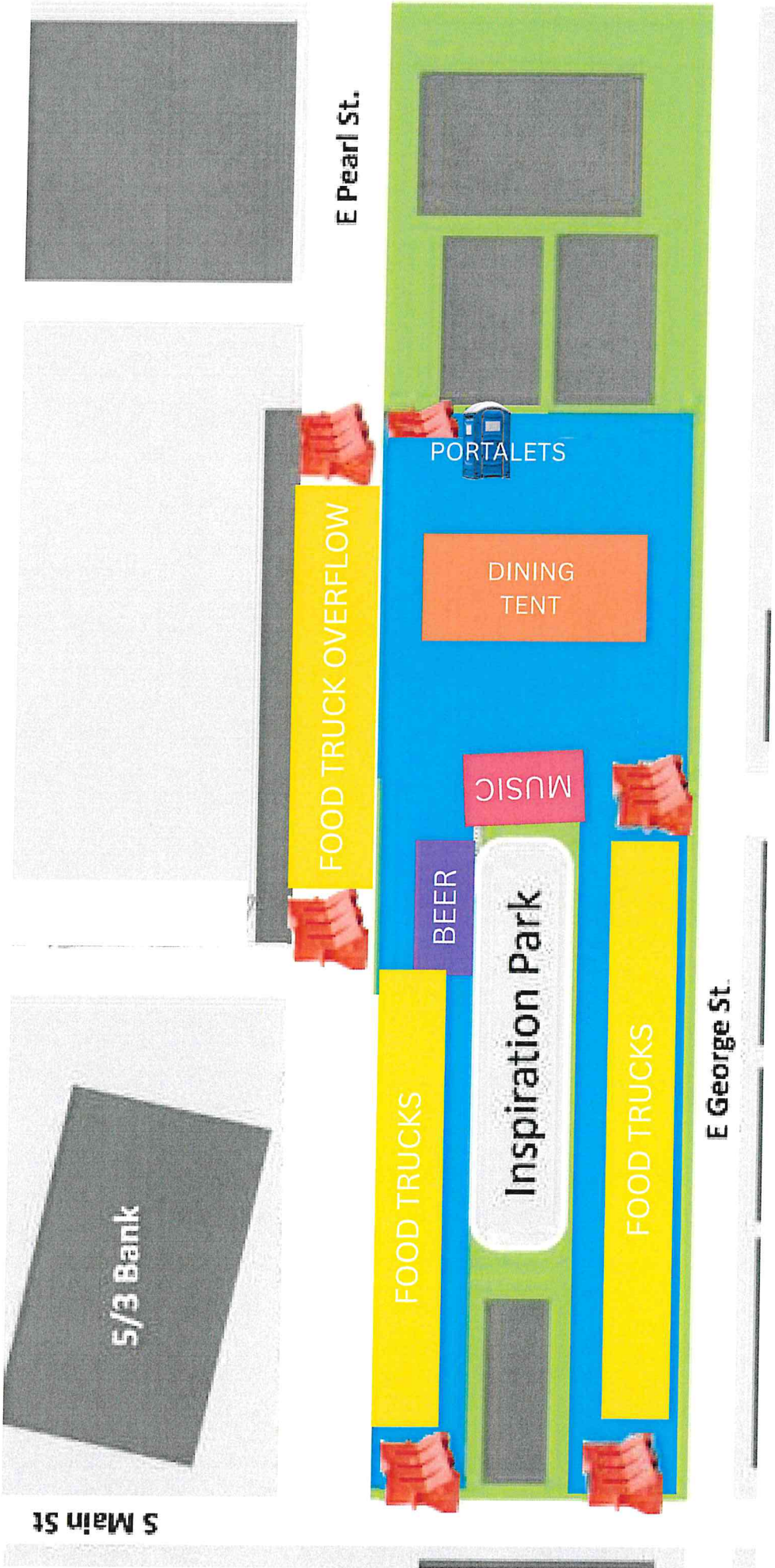
Additional information: Request to borrow any tables & chairs that are available as well as 5 trash barrels.

Also would like to have signs put in place a week before event notifying the community the street and parking lots will be closed to avoid overnight parking etc.

Certificate of Liability and Route Map (if applicable) are attached.

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This e-mail was sent from the Street Closure Request form on the City of Batesville website.



S Park Ave.

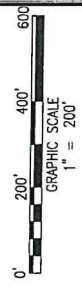
Lake Shore Village

Section 1

East 1/2, Northwest 1/4
Section 33, Township 10 N., Range 12 E
City of Batesville, Ripley County, Indiana

LEGEND
All monuments flush with grade,
unless otherwise noted

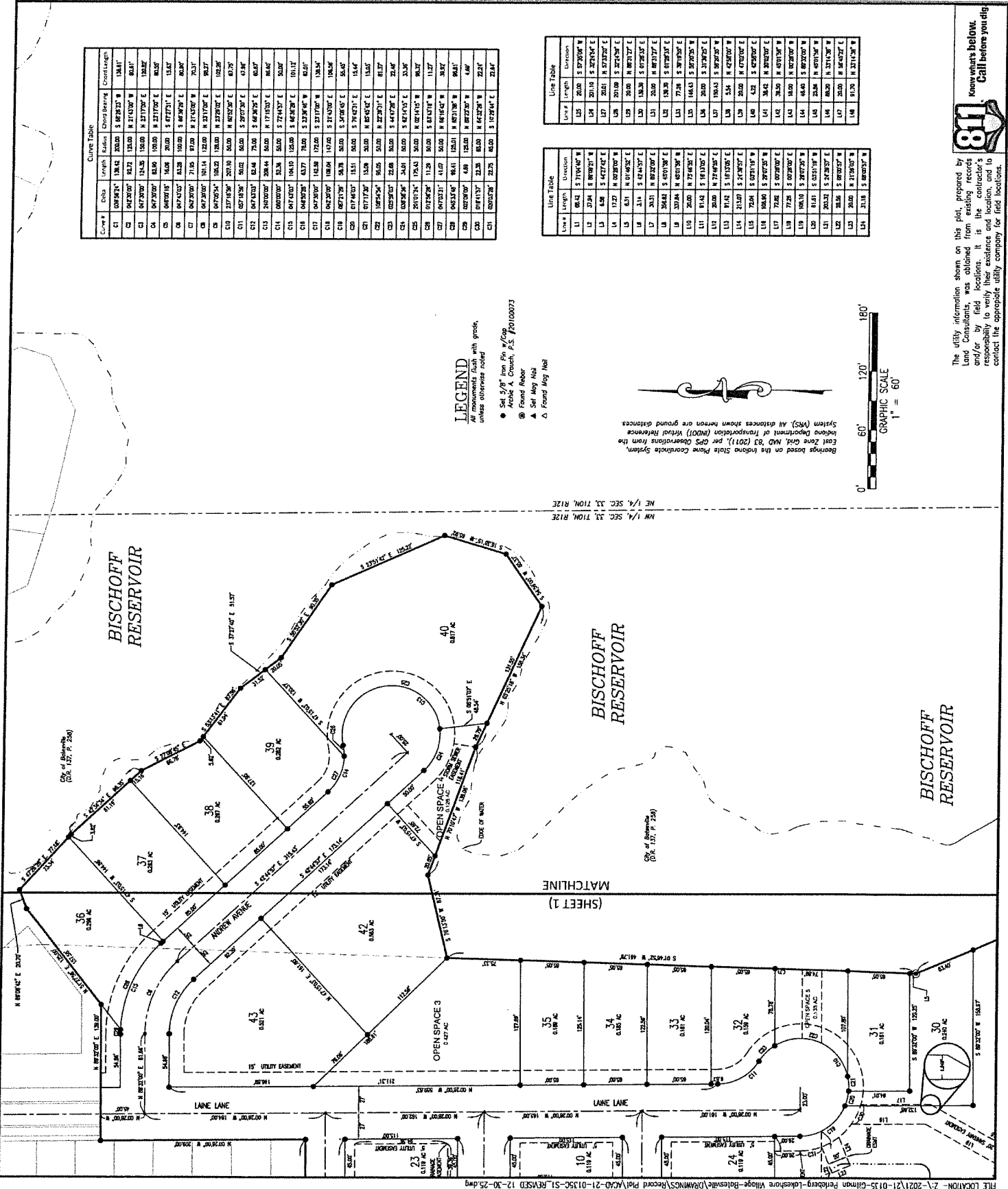
- Set 5/8" Iron Pin w/Cap
Archib A. Crouch, P.S. #20100073
- ◎ Found Rebar
- ▲ Set Mog Nail
- △ Found Mog Nail
- Calculated Corner



A. CROUCH
 REGISTERED
 No. 20100073
 STATE OF
 ARIZONA
 LAND SURVEYOR
 1/2/26

ISSUE DATE: 01-08-26
JOB NO.: 21-0135
DRAWN BY: PAN
CHECKED BY: AMC

SHEET



The utility information shown on this plat, prepared by Land Consultants, was obtained from existing records and/or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.

1. ALL LOTS IN THIS UNIT DEVELOPMENT SHALL BE FOR PLANNED UNIT DEVELOPMENT PURPOSES ONLY.
2. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN A DETACHED SINGLE FAMILY OR DUPLEX DWELLING NOT TO EXCEED TWO AND ONE-HALF STORIES IN HEIGHT WITH AN ATTACHED OR DETACHED GARAGE FOR NOT LESS THAN TWO CARS NOR MORE THAN FOUR CARS. THE GARAGE SHALL BE PLACED ON A PERMANENT FOUNDATION SHALL HAVE EXTERIOR COVERING AND ROOFING MATERIALS GENERALLY MATCHING OR CONSISTENT WITH THE EXTERIOR COVERING AND ROOFING OF THE DWELLING IT SERVES.
3. NO DWELLING SHALL BE PERMITTED ON ANY LOT IN THIS UNIT DEVELOPMENT HAVING LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET, FINISHED SQUARE FEET WHICH DOES NOT INCLUDE PORCHES, BREEZEWAYS OR GARAGES.
4. ALL FENCING MUST BE APPROVED BY DEVELOPER, OR THE BUILDING COMMITTEE (HEREINAFTER REFERRED TO AS THE "COMMITTEE") SHALL BE SELECTED IN THE FUTURE PURSUANT TO THESE COVENANTS BEFORE INSTALLATION. FURTHER RESTRICTIONS ON FENCING MAY BE SPECIFIED IN THE COVENANTS OF EACH PHASE OF THIS UNIT DEVELOPMENT.
5. THE EXTERIOR VENEER OF EACH BUILDING SHALL BE MASONRY, WOOD, STONE, OR STUCCO. VINYL AND ALUMINUM SIDING MAY ALSO BE USED, BUT ONLY IN THE SOFFIT, ROOF, GABLE AND ROOF AREAS. VINYL AND ALUMINUM MAY ALSO BE USED FOR THE MAIN EXTERIOR COVERING OF THE BUILDING IF THE BUILDING COMMITTEE AGREES. PORCHES, PATIOS, DECKS, TERRACES, AND PATIOES SHALL NOT BE APPROVED BY DEVELOPER OR THE COMMITTEE.
6. ALL DRIVEWAYS SHALL BE CONSTRUCTED OF CONCRETE OR BITUMINOUS ASPHALT. DRIVEWAYS MUST BE COMPLETED WITHIN SIX (6) MONTHS OF THE COMPLETION OF THE RESIDENCE.
7. ANY RESIDENCE ON WHICH CONSTRUCTION IS COMMENCED SHALL BE COMPLETED WITHIN TWELVE MONTHS FROM THE TIME CONSTRUCTION IS COMMENCED.
8. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE STREET LOCATED RIG-OF-WAY THAN THE MINIMUM SET BACK LINES SHOWN OR ESTABLISHED HEREAFTER. NO BUILDING SHALL BE LOCATED NEARER THAN TEN (10) FEET TO AN INTERIOR LOT LINE. FOR THE PURPOSE OF THIS COVENANT, CRAWL SPACES, AND OPEN PORCHES SHALL NOT BE CONSIDERED AS A PART OF A BUILDING, PROVIDED, HOWEVER, THAT SUCH PORCHES SHALL NOT BE CONSIDERED TO PERMIT A PORTION OF A BUILDING ON A LOT TO ENCROACH UPON ANOTHER LOT.
9. NO LOT SHALL BE RE-SUBDIVIDED, TWO OR MORE LOTS MAY BE COMBINED, IN WHICH CASE ONE SINGLE FAMILY RESIDENCE MAY BE CONSTRUCTED ACROSS ADJACENT LOTS.
10. NO UTILITY BUILDINGS SHALL BE PERMITTED THAT ARE NOT CONSTRUCTED ON SITE. CONSTRUCTION MATERIAL MUST BE THE SAME MATERIAL AND COLOR AS USED ON THE HOUSE AND ALL UTILITY BUILDINGS MUST BE APPROVED BY THE DEVELOPER.
11. NO SWIMMING POOLS SHALL BE CONSTRUCTED ABOVE GROUND.
12. ALL ELECTRIC, TELEVISION, RADIO, TELEPHONE AND OTHER UTILITIES SHALL BE INSTALLED UNDERGROUND, AND ALL CONNECTIONS FROM LOT OWNER'S PROPERTY LINE TO RESIDENCE SHALL BE PLACED UNDERGROUND. NO RADIO OR TELEVISION TOWER, AERIAL OR ANTENNA SHALL EXCEED 20 FEET ABOVE THE DWELLING TO WHICH IT IS ACCESSORY, WHETHER ROOF MOUNTED OR GROUND SUPPORTED, AND NO SATELLITE DISH SHALL BE PERMITTED THAT EXCEEDS 24" IN DIAMETER.
13. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE PERMITTED UPON ANY LOT. NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
14. NO STRUCTURES OF A TEMPORARY CHARACTER INCLUDING BUT NOT BY WAY OF LIMITATION, TRAILERS, MOBILE HOMES, BASEMENTS, TENTS, SHACKS, GARAGES, BARN OR OTHER OUT BUILDINGS SHALL BE USED UPON ANY LOT, EITHER AS A RESIDENCE EITHER TEMPORARY OR PERMANENTLY, NOR MAY ANY OF SAID ITEMS BE ALLOWED TO REMAIN.
15. NO MOBILE HOMES, MODULAR HOMES, HOUSES MAINLY CONSTRUCTED OFF OF THE SITE, CAMPING TRAILERS, STRUCTURES WITH METAL BOTTOMS, TRAILERS, BUSES, MOTORHOMES, TRAILER TRAILERS, OR OTHER RECREATIONAL VEHICLES OF ANY TYPE SHALL BE PERMITTED TO BE PLACED, STORED OR TO PARK IN THIS SUBDIVISION, NO TRUCKS OVER THREE QUARTER (3/4) TON IN SIZE SHALL BE ALLOWED TO PARK IN THIS SUBDIVISION EXCEPT FOR DELIVERY PURPOSES. AS USED IN THIS COVENANT, A MODULAR HOME IS A DWELLING CONSTRUCTED AT A LOCATION OTHER THAN THE SITE OF RESIDENTIAL USE AND TRANSPORTED TO ITS INTENDED SITE OF USE PRIOR TO FINAL ASSEMBLY.
16. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE. HOUSEHOLD PETS MAY BE KEPT BUT NOT IN SUCH NUMBERS OR IN SUCH A MANNER TO BECOME A NUISANCE OR OFFENSIVE.
17. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH AND/OR NON-USABLE OTHER EQUIPMENT, TRUCKS, BUSES, TRACTORS, ETC., TRASH, GARBAGE OR OTHER WASTE. ALL INCINERATORS OR OTHER EQUIPMENT, FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.
18. DRAINAGE SWALES (DITCHES) OR DETENTION PONDS ALONG DEDICATED ROADWAYS OR WITHIN THE RIG-OF-WAY, OR ON DEDICATED DRAINAGE ELEMENTS OR FLOOD EASEMENT ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED, OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE CITY OF BATESVILLE PLANNING COMMISSION. PROPERTY OWNER(S) MUST MAINTAIN THESE SWALES AS SODDED GRASS WAYS. OTHER NON-ERODING SURFACES, WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER. DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATE SIZED CONCRETE OR CURBLES ARE USED. STRUCTURES HAVE BEEN PERMITTED BY THE CITY OF BATESVILLE PLANNING COMMISSION. COLLECTORS MUST BE INSTALLED AT THE ENDS OF HEAD WALLS OR METAL END SECTIONS, AND, IF DAMAGED ENOUGH TO RETARD THE WATER FLOW MUST BE REPLACED.

COVENANTS AND RESTRICTIONS (continued)

19. ANY PROPERTY OWNER ALTERING, CHANGING OR DAMAGING THESE DRAINAGE SWALES OR RETENTION PONDS WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND SHALL BE GIVEN 10 DAYS NOTICE BY REGISTERED MAIL TO REPAIR SAID DAMAGE AFTER WHICH TIME, IF NO ACTION IS TAKEN, THE BOARD OF BATESVILLE PLANNING COMMISSION WILL CAUSE SAID REPAIRS TO BE ACCOMPLISHED, AND THE BILL FOR SUCH REPAIR WILL BE SENT TO THE AFFECTED PROPERTY OWNERS FOR IMMEDIATE PAYMENT.
20. EACH PROPERTY OWNER WITHIN THIS DEVELOPMENT, UPON TAKING TITLE TO THE PROPERTY, IS RESPONSIBLE FOR CONTROLLING EROSION AND SEDIMENT MIGRATION ON THEIR LOT(S). EACH PROPERTY OWNER SHALL PREPARE AN EROSION AND SEDIMENT CONTROL PLAN PRIOR TO LAND DISTURBING ACTIVITIES WHICH MUST BE APPROVED BY THE DEVELOPER OR THE COMMITTEE. EACH PROPERTY OWNER SHALL IMPLEMENT AND MAINTAIN THE EROSION CONTROL PLAN DURING AND AFTER CONSTRUCTION UNTIL ALL DISTURBED AREAS ARE STABILIZED.
- LAND DISTURBING ACTIVITIES DURING CONSTRUCTION SHALL BE MINIMIZED. VEGETATION SHALL BE LEFT IN PLACE DURING CONSTRUCTION TO ACT AS A FILTER FOR SEDIMENTS. PERIMETER SEDIMENT CONTROL DEVICES SUCH AS SILT FENCE AND/OR STRAW BALE CHECK DAMS SHALL BE INSTALLED PRIOR TO LAND DISTURBANCES AND MAINTAINED UNTIL ALL DISTURBED AREAS ARE STABILIZED. A TEMPORARY GRAVEL CONSTRUCTION DRIVE SHALL BE INSTALLED PRIOR TO LAND DISTURBANCE AND MAINTAINED UNTIL A PERMANENT DRIVE IS IN PLACE. ALL DISTURBED AREAS SHALL BE SOODED OR SEEDED, FERTILIZED, AND MULCHED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. SEEDING MAY BE TEMPORARY OR PERMANENT DEPENDING UPON THE SEASON.
- ANY SOIL OR SEDIMENT ALLOWED TO MIGRATE OR BE TRANSPORTED FROM THE LOT(S) SHALL BE IMMEDIATELY REMOVED. SOIL SHALL BE REMOVED BY MECHANICAL METHODS ONLY. REMOVAL BY SPRAYING OR FLUSHING SOILS SHALL NOT BE PERMITTED.
21. THESE RESTRICTIVE COVENANTS MAY BE REVISED, ADDED OR DELETED FOR EACH INDIVIDUAL PHASE IN THIS UNIT DEVELOPMENT AS APPROVED BY THE CITY.
22. ALL OWNERS MUST INSTALL AND PROPERLY MAINTAIN ONE UNIFORM MAIL BOX APPROVED BY THE DEVELOPER OR THE COMMITTEE, WHICH THE COLOR, SIZE AND STYLE TO GENERALLY MATCH ALL OTHER MAIL BOXES IN THE DEVELOPMENT.
23. THE ORIGINAL DEVELOPER, LSL HOLDINGS, LLC., OR SUCCESSORS IN INTEREST, SHALL HAVE SOLE AND ABSOLUTE AUTHORITY TO APPROVE OR DISAPPROVE THE VARIOUS PROVISIONS OF THESE COVENANTS UNTIL SUCH TIME AS THE DEVELOPER, OR ITS SUCCESSOR, SELECTS A THREE (3) MEMBER BUILDING COMMITTEE (REFERRED THROUGHOUT AS THE COMMITTEE) WHICH COMMITTEE SHALL CONSIST OF PROPERTY OWNERS IN LAKESHORE VILLAGE. THE COMMITTEE SHALL BE NAMED BY THE DEVELOPER, OR ITS SUCCESSOR, AND THEN THE COMMITTEE SHALL BE SELECTED BY APPOINTMENT BY THE MAJORITY VOTE OF THE EXISTING COMMITTEE. IF THE EXISTING COMMITTEE IS UNABLE TO REACH A MAJORITY VOTE, OR IS UNWILLING TO SERVE, THEN THE COMMITTEE SHALL BE SELECTED BY A MAJORITY VOTE OF ALL PROPERTY OWNERS IN LAKESHORE VILLAGE.
- THE FOREGOING COVENANTS, OR RESTRICTIONS, ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE THESE COVENANTS ARE RECORDED. AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OFTEN (10) YEARS UNLESS, AT ANY TIME FOLLOWING RECORDEATION, AND INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. PROVIDED, HOWEVER, EACH OWNER SHALL BE GIVEN ONE VOTE FOR EACH LOT OWNED BY SUCH PERSON, FIRM OR CORPORATION. CANCELLATION OF ANYONE OF THE FOREGOING COVENANTS OR RESTRICTIONS, BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE COVENANTS OR RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- ENFORCEMENT OF THESE PROVISIONS SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS OR RESTRICTIONS EITHER TO RESTRAIN VIOLATION, OR TO RECOVER DAMAGES, AND IF IT IS DETERMINED THAT ANY PERSON ATTEMPTS TO OR DOES VIOLATE ANY COVENANTS OR RESTRICTIONS CONTAINED HEREIN, THEN THAT PERSON OR PERSONS SHALL BE REQUIRED TO PAY ALL REASONABLE ATTORNEY FEES AND COURT COSTS AND LITIGATION EXPENSES OF THE PART OR PARTIES SEEKING TO ENFORCE THE COVENANTS AND RESTRICTIONS.
24. THE DEVELOPER AND/OR OWNER SHALL BEAR ALL RESPONSIBILITY AND MAINTENANCE FOR THE DETENTION AREAS AS REQUIRED BY THE CITY OF BATESVILLE.

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 Consistency And Economic Planning

**314 FORT STREET
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 (888) 537-2145**

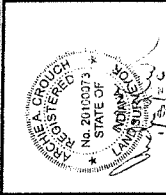
**555 CARR STREET
 CINCINNATI, OH 45203
 (513) 381-1020
 FAX (513) 381-1070**

**DPE Certified
 SBE Certified**

WWW.LANDCONSUL.COM

[illegible]

LAKE SHORE VILLAGE, SECTION 1
LST Holdings, LLC
NW 1/4, Section 33, Township 10 North, Range 12 East
City of Batesville, Ripley County, Indiana



ISSUE DATE:	01-08-26
JOB NO.:	21-0135
DRAWN BY:	PAN
CHECKED BY:	AAC

SHEET

FINAL UNIT DEVELOPMENT APPROVAL CERTIFICATE

UNDER AUTHORITY PROVIDED BY THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL THE ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF BATESVILLE, INDIANA, THIS PLAT WAS GIVEN FINAL APPROVAL AS A UNIT DEVELOPMENT PLAN BY THE BATESVILLE ADVISORY PLAN COMMISSION AS FOLLOWS:

APPROVED BY THE BATESVILLE COMMISSION AT A MEETING HELD

_____, 2026

BATESVILLE PLAN COMMISSION

PRESIDENT

NOTARY CERTIFICATE

STATE OF: _____

COUNTY OF: _____, SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, FOR SAID COUNTY AND STATE,

PERSONALLY APPEARED

WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING CERTIFICATE AS HIS/HER VOLUNTARY

ACT THIS _____ DAY OF _____, 2026.

NOTARY PUBLIC (SIGNATURE) _____ PRINTED NAME _____

MY COMMISSION EXPIRES: _____

COUNTY OF RESIDENCE: _____

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

THIS PLAT WAS GIVEN APPROVAL BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF BATESVILLE, INDIANA, AT A MEETING HELD ON THE _____ DAY OF _____, 2026.

CHAIRPERSON

RECORDING SECRETARY

PLAN COMMISSION CERTIFICATE

THE BATESVILLE PLAN COMMISSION STAFF HAS REVIEWED THE APPLICATION OF THIS PLAT FOR TECHNICAL CONFORMITY WITH THE STANDARDS FIXED IN THE SUBDIVISION CONTROL CODE, IN ACCORDANCE WITH THE PROVISIONS OF THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4-706, AND HEREBY CERTIFIES THAT THIS PLAT MEETS ALL THE MINIMUM REQUIREMENTS IN THE CODE OF ORDINANCES OF BATESVILLE, INDIANA.

DATE

BATESVILLE ADVISORY PLAN COMMISSION STAFF

BUILDING COMMISSIONER BATESVILLE, INDIANA

DECLARATION OF SURVEY AND SURVEYOR'S REPORT TO: LAKESHORE VILLAGE U. O. AND THE CITY OF BATESVILLE

THE ATTACHED PLAT AND DESCRIPTION (FILE NO. 21-0135) WERE PREPARED NOVEMBER 24, 2025, FROM A FIELD SURVEY CONDUCTED WHOLLY UNDER MY DIRECT SUPERVISION BY EMPLOYEES OF LAND CONSULTANTS. ALL MEASUREMENTS WERE SET THIS SURVEY UNLESS OTHERWISE INDICATED ON THE PLAT. THE FIELD NOTES FOR THIS SURVEY ARE FILED IN THE OFFICE OF LAND AND THE FIELD NOTES FOR THIS SURVEY ARE FILED IN THE OFFICE OF LAND. THE BEARINGS ARE BASED ON THE INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, INAD 1983, AND MEASUREMENTS ARE SHOWN IN FEET AND DECIMALS THEREOF. THE SUBDIVISION SHOWN HEREON IS INTENDED TO CONFORM TO THE CITY OF BATESVILLE ZONING ORDINANCE.

IN ACCORDANCE WITH INDIANA SURVEY STANDARDS AS DEFINED IN INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF UNCERTAINTIES IN THE (1) REFERENCE MONUMENTS, (2) RECORD DESCRIPTIONS AND PLATS, (3) LINES OF OCCUPATION, AND (4) RANDOM ERRORS IN MEASUREMENT (THEORETICAL UNCERTAINTY).

THE PURPOSE OF THIS SURVEY IS TO DESCRIBE THE BOUNDARY OF LAKESHORE VILLAGE SUBDIVISION, SECTION 33, A SUBDIVISION OF 95 LOTS, IN THE CITY OF BATESVILLE, RIPLEY COUNTY, INDIANA.

SECTION CORNER AND BOUNDARY MONUMENTS SET OR REFERENCED ON A 68.315 ACRE SURVEY OF THE PARENT TRACT COMPLETED BY ANDREW C. BATES ON DECEMBER 2, 2022 WERE LOCATED AND HELD AS THE BASIS FOR THIS SURVEY. THE LINES DIVIDING THE PARENT TRACT WERE DETERMINED BY THE OWNER.

LOCATION OF PROPERTY BOUNDARIES WITH RESPECT TO THE REFERENCED CONTROLLING CORNERS IS WITHIN THE SPECIFICATIONS OF A URBAN SURVEY WITH A THEORETICAL UNCERTAINTY OF ±0.07 FEET PLUS 50 PARTS PER MILLION AS DEFINED IN IAC 865.

LAND SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAND SURVEYOR ACT, A SURVEY MADE BY ME OR UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, CONFORMS WITH THE REQUIREMENTS AS SET FORTH IN INDIANA SURVEYING LAW AND COMPLIES WITH ALL REQUIREMENTS OF THE CITY OF BATESVILLE ZONING AND SUBDIVISION REGULATIONS.

SIGNED THIS _____ DAY OF _____, 2026.

ARCHIE A. CROUCH

REGISTERED LAND SURVEYOR S-20100073

CLIENT: LSL HOLDINGS, LLC
OWNER: LSL HOLDINGS, LLC
FILE NO.: 21-0135

DEED OF DEDICATION

I, THE UNDERSIGNED

REPRESENTATIVE OF THE OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT I HAVE LAID OFF, PLATTED AND SUBDIVIDED, AND DO HEREBY LAY OFF, PLAT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THE SUBDIVISION SHALL BE KNOWN AS LAKESHORE VILLAGE SUBDIVISION, SECTION 33, A SUBDIVISION OF BATESVILLE, INDIANA.

ALL RIGHT-OF-WAY, STREETS, SANITARY SEWER, STORM SEWER, AND WATER MAINS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT AND MARKED "EASEMENT" AND RESERVED FOR DRAINAGE PURPOSES, ACCESS PURPOSES, AND THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES, AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED ON ANY STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION ARE TO BE RESPONSIBLE FOR MAINTAINING UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES.

LEGAL DESCRIPTION

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 12 EAST, BEING 12 ACRES, ORIGINAL BOUNDARY SURVEY OF 32.721 ACRES CERTIFIED BY ARCHIE A. CROUCH, S. #1520 00073 ON NOVEMBER 24, 2025 AS LAND CONSULTANTS, INC., PROJECT NO. 21-0135, DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON INDIANA STATE PLANE COORDINATE SYSTEM, EAST ZONE, INAD 1983):

COMMENCING AT A STONE FOUND AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 12 EAST OF THE FIRST PRINCIPAL MERIDIAN; THENCE S 07°50'38"E ALONG THE WEST LINE OF SAID HALF - QUARTER SECTION, 1044.34 FEET TO A SET RE-BAR AT THE POINT OF BEGINNING, THENCE ALONG THE FIVE (5) COURSES AND OF LAKESHORE VILLAGE SECTION 1 THE FOLLOWING (S) COURSES AND DISTANCES:

N 89°32'00"E, 674.87 FEET TO A SET RE-BAR; THENCE
N 00°28'00"W, 208.00 FEET TO A SET RE-BAR; THENCE
N 89°32'00"E, 139.00 FEET TO A SET RE-BAR; THENCE
N 51°27'58"E, 126.00 FEET TO A SET RE-BAR; THENCE
N 69°08'42"E, 20.70 FEET TO A SET RE-BAR; THENCE ALONG THE BOUNDARY OF CITY OF BATESVILLE (BISCHOFF RESERVOIR) (D.R. 137, P. 258) THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

S 47°26'28"E, 77.16 FEET TO A SET RE-BAR; THENCE
S 42°34'14"E, 96.35 FEET TO A SET RE-BAR; THENCE
S 27°08'45"E, 66.78 FEET TO A SET RE-BAR; THENCE
S 53°13'41"E, 87.56 FEET TO A SET RE-BAR; THENCE
S 37°27'40"E, 51.57 FEET TO A SET RE-BAR; THENCE
S 55°52'30"E, 90.35 FEET TO A SET RE-BAR; THENCE
S 23°51'42"E, 125.22 FEET TO A SET RE-BAR; THENCE
S 16°38'15"W, 65.92 FEET TO A SET RE-BAR; THENCE
S 54°59'00"W, 65.37 FEET TO A SET RE-BAR; THENCE
N 65°25'18"W, 158.34 FEET TO A SET RE-BAR; THENCE
N 70°10'47"W, 139.06 FEET TO A SET RE-BAR; THENCE
S 76°13'50"W, 87.31 FEET TO A SET RE-BAR; THENCE
S 01°46'52"W, 481.78 FEET TO A FOUND RE-BAR; THENCE
S 22°40'34"E, 347.80 FEET TO A FOUND RE-BAR; THENCE
S 48°28'11"W ALONG THE NORTHWEST RIGHT-OF-WAY OF BISCHOFF ROAD, 259.58 FEET TO A RE-BAR; THENCE S 41°14'07"E CROSSING THE BOUNDARY OF SAID BISCHOFF ROAD, 77.73 FEET TO A RE-BAR; THENCE ALONG THE RIGHT-OF-WAY OF SAID BISCHOFF ROAD THE FOLLOWING SIX (6) COURSES AND DISTANCES:

S 48°46'00"W, 701.06 FEET TO A SET RE-BAR; THENCE
S 89°42'16"W, 8.78 FEET TO A SET RE-BAR; THENCE
N 05°10'14"W, 29.98 FEET TO A SET RE-BAR; THENCE
S 71°04'40"W, 68.42 FEET TO A SET RE-BAR; THENCE
S 89°09'21"W, 37.94 FEET TO A SET RE-BAR; THENCE
S 88°24'35"W, 170.63 FEET TO A SET RE-BAR; THENCE ALONG THE EAST RIGHT-OF-WAY OF STATE ROAD 129 THE FOLLOWING SIX (6) COURSES AND DISTANCES:

N 01°37'54"W, 63.13 FEET TO A SET RE-BAR; THENCE
N 38°53'41"E, 30.94 FEET TO A SET RE-BAR; THENCE
N 01°56'48"W, 1023.60 FEET TO A SET RE-BAR; THENCE
N 00°50'36"W, 310.35 FEET TO A SET RE-BAR; THENCE
N 00°50'36"W, 54.00 FEET TO A SET RE-BAR; THENCE
N 00°50'36"W, 155.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.721 ACRES FROM THE LANDS OF LSL HOLDINGS, LLC (INST #2010029349) WITH 5.329 ACRES DEDICATED AS RIGHT-OF-WAY FOR A NET OF 27.392 ACRES.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

THE BATESVILLE PLAN COMMISSION STAFF HAS REVIEWED THE APPLICATION FOR THIS PLAT FOR TECHNICAL CONFORMITY WITH THE STANDARDS FIXED IN THE SUBDIVISION CONTROL CODE, IN ACCORDANCE WITH THE PROVISIONS OF THE INDIANA ADVISORY PLANNING LAW, I.C. 36-7-4-706, AND HEREBY CERTIFIES THAT THIS PLAT MEETS ALL OF THE MINIMUM REQUIREMENTS IN THE CODE OF ORDINANCES OF BATESVILLE, INDIANA.

BATESVILLE ADVISORY PLAN COMMISSION STAFF

BUILDING COMMISSIONER

DATE

LAND CONSULTANTS
The Engineering Group
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Consulting and Economic Planning
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(513) 381-1020
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LAKE SHORE VILLAGE, SECTION 1
LSL Holdings LLC
Section 33, Township 10 North, Range 12 East
City of Batesville, Ripley County, Indiana

REGISTERED
No. 20100073
STATE OF INDIANA
ARCHIE A. CROUCH
LAND SURVEYOR

ISSUE DATE: 01-08-26
JOB NO.: 21-0135
DRAWN BY: PAN
CHECKED BY: AC
SHEET

Andrea Wade

From: John Kuntz
Sent: Thursday, April 9, 2026 1:14 PM
To: (braddreyer@aol.com); John Irrgang; Jonathon.Maple@mmhealth.org
Cc: Beth Enneking (bethenneking11@icloud.com); dcox@tudorsquare.com; dstock@etczone.com; mtucker@batesvillein.com; Blaine Timonera; Andrea Wade; Brad Marcy
Subject: CCMG 2026-1 Overlays

The Board of Works will be opening bids for our CCMG 2026-1 Overlay Project on Monday. This project is still contingent on receiving funding from INDOT.

For background information, CCMG is the Community Crossings grant through INDOT. It is an 80/20 match. Last year, state legislation changed the way CCMG works, resulting in much less money be given out. Since a lot of communities were upset about not receiving money, the state legislation approved more money at the beginning of the year for this grant. Instead of awarding the additional money to communities based on their estimates like they normally do, INDOT has been telling communities to bid their projects out and are going to award the money until they run out. INDOT has told me that they should have money for our project, they said to bid it out and take the bids under advisement until we are awarded the grant money so these bids will be taken under advisement.

Below is the list of roads we are bidding out to be overlayed:

Roadway	From	To
Huntersville Rd	SR 46	High School northern entrance
Huntersville Rd	Columbus Ave	Sycamore St
5th St	Pearl St	County Line Rd
County Line Rd	Pearl St	5th St
1st St	Pearl St	middle school
2nd St	middle school	south dead end
Hoene Ave	2nd St	Cedar Ln
Cedar Ln	Huntersville Rd	Hoene Av
Valley Court	Valley Dr	cul-de-sac
Hickory Ln	Lakeshore Dr	cul-de-sac
Village Rd	SR 46	Lammers Pike
Terrance Dr	Village Rd	west dead end
Dirks Road	SR 46	Lammers Pike
Ashlin Ct	Lammers Pike	cul-de-sac
Shelly Ave	Chateau Blvd	west dead end
Morton Way	SR 46	Benz Ct
Schricker Ct	Morton Way	cul-de-sac



John Kuntz, P.E.
City Engineer
City of Batesville
132 South Main Street
Batesville, IN 47006
812-933-6120
jkuntz@batesville.in.gov

Council Meeting

Call Meeting to order.

Pledge of Allegiance.

Roll Call.

Review of minutes.

Department Head Reports.

Police Dept. – Mike Manus; Fire Dept. – Brian Hardebeck; Building Commissioner – Mike Wells;
Asst. Street Commissioner – Scott Miller; WWTP Dept. – Randy Jobst; Water/Gas Dept. – Terry
Knueven/Scott Bauer; Park Dept. – Mike Baumer; Economic Dev. Director – Angela Linville

Old Business:

- 1.

New Business:

1. Emergency Vehicle Preemption – INDOT Agreement
2. Request to Amend Parking Ordinance – North side of George Street,
from S. Elm Street to S. Walnut Street

Clerk-Treasurer Report

Motion to approve claims

Mayor Report

Hearing of citizens concerning city matters they wish to address.

Next meeting date: May 11, 2026

Motion to adjourn



BATESVILLE POLICE DEPARTMENT

Law Total Incident Report, by Agency, Nature

Agency: BATESVILLE POLICE DEPT

<u>Nature of Incident</u>	<u>Total Incidents</u>
911 Hangup Call	21
NO EMERGENCY /ACCIDENTAIL DIAL	1
911 Open Line	9
Leaving The Scene of an Acci	1
Traffic Accident with Damage	21
Traffic Accident with Injury	1
Accident Unknown	1
Accident Leaving Scene	1
Accident with Damage Only	1
Agency/Officer	10
RES/COM ALARM	1
Alarm-Business	7
Animal Problem -Not Livestock	4
Citizen Assist	5
Civil Dispute	4
Civil Process	2
Community Mental Health Issue	1
Death Investigation	1
Domestic Disturbance	6
Controlled Substance Problem	1
ELEVATOR ALARM / RESCUE	1
PSYCHIATRIC EMERGENCY	1
Escort	1
Extra Patrol	4
FIGHT IN PROGRESS	1
OTHER FD RESPONSE	1
Found Property	1
Fraud or Scam	9
Funeral Detail	2
Golfcart Inspection	1
HARASSMENT	4
III FOR EMPLOYMENT	1
Impaired Driver	1
Information Report	7
Intimidation	1
Intoxicated Person	2
Invasion of Privacy	2
Investigation	1
Juvenile Problem	2
K9 Deployment	3
K9 Training	4
Lockout	25

<u>Nature of Incident</u>	<u>Total Incidents</u>
MISSING ANIMAL/DOG	3
Missing Person	1
Please don't Tow	1
NOISE COMPLAINT	1
OVERDOSE / POISONING	1
Overdose	3
Parking Complaint	8
Pedestrian Prob	1
PROPERTY DAMAGE	2
Rail Road Problem	2
Reckless Driver	6
SRO Activity	1
SICK PERSON (BAT)	1
Solicitor	1
Speeding Vehicle	1
Suspicious Activity	5
Suspicious Person	4
Suspicious Vehicle	5
SUSPICIOUS PACKAGE OR ITEM	1
Theft	2
Theft Identity	1
Traffic/Road Hazard	11
Traffic Stop	169
Prisoner Transport	1
Trespassing	3
Utility Problem Not Gas	3
Disabled Vehicle	11
VIN Serial Nmbr Inspection	12
Welfare Check	11
WIRES DOWN / ARCING / FIRE	1
Total Incidents for This Agency	447

Total reported: 447

Report Includes:

All dates between `00:00:01 03/01/26` and `23:59:59 03/31/26`, All agencies matching `BPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

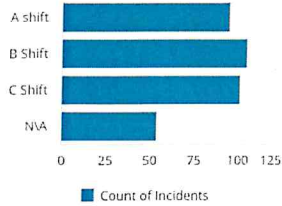
Batesville Fire Department Monthly Report

Call Volume By Shift

Batesville EMS

Batesville Fire

Fire Loss



YTD Ambulance Responses
385

YTD Fire Responses
354

Error querying your live model



The dimension, Fire Incidents (NERIS), [Basic Module.Estimated Content Loss], was not found

Fire Calls

Core primary incident type	# of unique Incident Number
Abdominal pain / problems	2
Accidental alarm	2
Altered mental status	1
Breathing problems	7
Burns / explosion	1
Cancelled	4
Carbon monoxide release	1
Chest pain (non-trauma)	4
Choking	2
Citizen assist / service call	1
Confined cooking / appliance fire	1
Convulsions / seizures	6
Diabetic problems	2
Electrical power line down / arcing / malfunction	2
Fall	9
Fire / smoke alarm	1
Gas leak / gas odor	2
Heart problems	2
Hemorrhage / laceration	2
Lift assist	4
Lost person	1
Malfunctioning alarm	4
Motor vehicle collision	6
No appropriate choice (medical response)	2
Odor investigation	2
Other false call	1
Other traumatic injury	1
Overdose	3
Psychological / behavior issues	2
Sick case	22
Stroke / CVA	1
Unconscious victim	3
Unknown problem (medical)	1
Weather response	6
Well person check	1
N/A	4
# of unique Incident Number	116

EMS Calls

Month	Call Type	# of unique Patient Care Record ID
03/2026	Abdominal Pain/Problems	1
	Altered Mental Status	3
	Breathing Problem	13
	Carbon Monoxide/Hazmat/Inhalation/CBRN	1
	Cardiac Arrest/Death	1
	Chest Pain (Non-Traumatic)	7
	Choking	1
	Convulsions/Seizure	8
	Diabetic Problem	1
	Falls	18
	Fire	4
	Heart Problems/AICD	1
	Hemorrhage/Laceration	1
	Medical Alarm	1
	N/A	1
	No Other Appropriate Choice	2
	Overdose/Poisoning/Ingestion	4
	Psychiatric Problem/Abnormal Behavior/Suicide Attempt	5
	Sick Person	30
	Standby	4
	Traffic Accident	5
	Traumatic Injury	3

STREET & MAINTENANCE DEPARTMENT

MONTHLY REPORT

March 2026

Salt streets

Repaired downspout on the Memorial building

Cleaned catch basins

Repaired cylinder leak on bucket truck and replaces rear tires

Removed snowplows and salt spreaders from trucks

Cleaned up streets from flooding

Cut up downed trees and brush from windstorms

Hauled grindings to soccer parking lot

Patched potholes

Patched road going to the girl scout cabin

Swept streets

Applied crack seal – per crack seal program

Jet out storm sewer on Park Ave.

Repaired and seeded yards damaged while plowing snow

Mar-2026	Batesville WWTP						
	4001 - Effluent Flow MGD	4081 - Effluent pH SU	4021 - Effluent CBOD mg/L	4041 - Effluent TSS mg/L	4095 - Effluent Dissolved Oxygen mg/L	4061 - Effluent Phosphorus mg/L	4101 - Effluent Ammonia mg/L
1 Sun	0.9190				8.40		
2 Mon	0.9330	7.60	3.50	3.50	11.62	0.37	0.0320
3 Tue	1.0530	7.40	4.20	10.80	11.08	0.45	0.2670
4 Wed	1.2750	7.30	3.60	7.50	8.95	0.42	0.0430
5 Thu	1.4910	7.30	3.80	4.70	9.28	0.34	0.0210
6 Fri	1.5840	7.30	3.40	6.50	9.13	0.40	0.0390
7 Sat	1.5830				9.57		
8 Sun	0.9525				9.32		
9 Mon	1.6294	7.50	3.80	8.80	9.36	0.22	0.0720
10 Tue	1.8796	7.40	3.80	5.60	8.77	0.31	0.0770
11 Wed	1.0511	7.40	3.90	4.30	8.67	0.40	0.1860
12 Thu	0.6059	7.20	3.80	6.50	9.42	0.43	0.0720
13 Fri	0.3593	7.30	3.80	1.90	9.61	0.31	0.0430
14 Sat	0.6857				9.74		
15 Sun	1.5979				9.72		
16 Mon	0.0763	7.60	2.90	3.70	9.97	0.24	0.0610
17 Tue	1.5500	7.80	1.90	4.50	10.52	0.30	0.0260
18 Wed	0.4565	7.60	3.70	5.20	10.97	0.34	0.0680
19 Thu	1.6875	7.60	3.40	7.10	10.64	0.44	0.1170
20 Fri	0.5191	7.80	3.40	7.60	9.76	0.46	0.0510
21 Sat	0.6474				8.78		
22 Sun	0.7592				8.25		
23 Mon	0.9806	7.70	4.00	8.30	8.48	0.42	0.0550
24 Tue	0.8415	7.80	2.40	4.70	8.95	0.47	0.0560
25 Wed	0.8043	7.80	3.50	6.70	8.50	0.49	0.0740
26 Thu	0.7860	7.70	4.10	4.70	7.88	0.46	0.1140
27 Fri	0.6097	7.80	5.60	10.20	11.06	0.63	0.2460
28 Sat	0.8947				9.77		
29 Sun	0.7483				9.50		
30 Mon	0.0087	7.70		5.90	8.20	0.48	0.1230
31 Tue	0.0000	7.70		12.70	7.35	0.76	0.0990
MIN	0.0	7.2	1.9	1.9	7.4	0.2	0.0
MAX	1.9	7.8	5.6	12.7	11.6	0.8	0.3
AVG	0.9	7.6	3.6	6.4	9.4	0.4	0.1
SUM	29.0	166.3	72.5	141.4	291.2	9.2	1.9

**Batesville Water & Gas Utility
Operations Report
February-2026**

WATER UTILITY

<u>Plant Operations:</u>					February 2025	Previous 3 Month Average
Chemicals Used (lbs)	December	January	February			
Chlorine	371	274	237	239	239	294
Poly Aluminum Chloride	938	1,056	1,058	1,340	1,340	1,017
Fluoride	514	618	541	476	476	558
Poly Phosphate (Dry)	473	488	452	429	429	471
Caustic Soda, NaOH	197	226	215	215	215	213
Activated Carbon	274	302	326	451	451	301
Polymer	127	59	56	66	66	81
Carusol-Sodium Permanganate	309	325	335	154	154	323
Ora-Cle	85	87	81	239	239	84
Salt	51,528	67,800	56,952	48,816	48,816	58,760

<u>Pumping Report:</u>					Average
Park Influent	3,404,212	3,728,226	3,720,253	4,508,523	3,617,564
Wellfield Effluent	17,764,142	21,428,441	18,836,808	16,257,149	19,343,130
Filter Plant Effluent	3,744,263	4,111,815	4,085,198	4,292,998	3,980,425
Softening Plant Effluent	17,659,981	21,156,153	18,645,341	16,210,926	19,153,825
Total Water Pumped to Distribution	21,404,244	25,267,968	22,730,539	20,503,924	23,134,250
Metered Sales & Plant Use	19,003,020	23,266,191	20,736,172	18,392,412	21,001,794
KWH Used	62,580	74,300	69,760	58,940	68,880
Electricity \$/ 1,000 Gal	0.4335	0.4426	0.4880	0.4409	0.4547
Chemical Cost \$/ 1,000 Gal.	0.3740	0.3658	0.3583	0.3666	0.3660
Total \$/ 1,000 Gal	0.8075	0.8084	0.8463	0.8075	0.8207
Percent Unaccounted Water	11.2%	7.9%	8.8%	10.3%	9.2%
Cost of Lost Water (\$)	\$1,938.99	\$1,618.24	\$1,687.83	\$1,705.05	\$1,750.18

Plant Work:

Updating information in GIS mapping system.

Distribution Operations:

Main break Alvina St.

<u>Meters:</u>	December	January	February	February 2025
New Meters Installed	2	0	0	0
Meters Changed Out	3	5	4	18
Neptune Radio Read Meters	2	1	0	0
Total Customers	3,219	3,219	3,219	3,202
Man Hours Spent Locating	23	32	36	35

**Batesville Water & Gas Utility
Operations Report
February-2026**

GAS UTILITY

Sales:

	Dec.	Jan.	Feb.	Feb. 2025	Preceding 12 Months Avg. Month	Total
Degree Days	954	1187	829	867	397	4,767
Total Gas Moved, MCF *	90,670	117,091	83,939	87,353	47,168	566,010
Gas Utility Purchased, MCF *	58,548	88,266	59,271	52,685	26,302	315,628
Delivered Gas Cost, \$/MCF	6.41	10.49	9.12	5.65	10.53	
Operating Expense / Total MCF	5.89	8.72	7.56	4.47	6.98	
Total Metered Sales, MCF **	82,377	101,485	116,760	85,985	48,358	580,292
Receipts / MCF Bought	9.19	8.10	19.66	9.98	19.47	
Fuel Adjustment Tracker	2.9310	3.0883	6.7872	2.5197	3.5140	

* Gas reported the first of the month to end of reporting month.

** Gas reported the middle of previous month to middle of reporting month (meter reading cycle).

Actual Billed Quantities and Receipts:

Firm Customer Sales, MCF **	48,180	65,383	76,601	48,795	21,914	262,973
Interruptible Sales, MCF **	3,721	4,514	4,687	3,796	7,860	94,314
Transportation Sales, MCF **	30,077	30,985	34,827	32,873	17,916	214,996
% Interrupt. & Trans. Sales, MCF	41.0%	35.0%	33.8%	42.6%	53.3%	53.3%
Firm Customer Receipts \$/MCF	8.99	9.05	12.68	8.58	10.47	
Interruptible Receipts \$/MCF	7.99	8.13	11.92	7.52	8.89	
Transportation Receipts \$/MCF	1.48	1.48	1.48	1.48	1.48	

Distribution Operations

No mains were installed this month.

Completed several annual state & federal gas reports.

Entered information in GIS mapping system.

Services:

No gas service s were this month.

Excess flow valves installed - 0

Gas Leaks Investigated:

	Dec.	Jan.	Feb.
"1" Immediate Hazard	1	1	0
"2" Probable Hazard	1	1	0
"3" Non-Hazardous	0	1	3

Responded to 4 gas leak reports.

Responded to 0 carbon monoxide reports.

Meters:

	Dec.	Jan.	Feb.	Feb. 2025
New Meters Installed	1	0	3	3
Meters Changed Out	0	0	1	1
Neptune Meter Reading	0	1	2	0
Total Customers	3,304	3,303	3,305	3,287

Equipment, or Work, Being Quoted:

None at this time.

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Batesville Water Utility
Comparative Profit & Loss/Budget Report-Unaudited
February 28, 2026

	<u>Budget for</u> <u>Year</u>	<u>Prior Year</u> <u>Actual</u>	<u>Current Month</u> <u>Actual</u>	<u>Current Month</u> <u>Budget</u>	<u>Variance to</u> <u>Budget</u>	<u>Prior Year</u> <u>To-Date</u>	<u>Year-to-Date</u> <u>Actual</u>	<u>Year-to-Date</u> <u>Budget</u>	<u>Variance to</u> <u>Budget</u>
<u>INCOME:</u>									
Metered Sales	2,461,090	207,976.55	210,996.44	184,840	26,156.44	386,660.10	399,164.41	392,890	6,274.41
Fire Protection/Municipal	386,556	32,433.52	32,594.31	32,213	381.31	64,867.04	65,027.83	64,426	601.83
Water Mains	-	-	-	-	-	-	-	-	-
Less Customer Refunds	-	-	-	-	-	-	-	-	-
Penalties	7,350	679.19	429.40	630	(200.60)	1,627.48	429.40	1,305	(875.60)
Miscellaneous	36,400	2,509.97	3,701.93	2,000	1,701.93	4,675.92	7,275.54	5,000	2,275.54
Total Operating Income	2,891,396	243,599.23	247,722.08	219,683	28,039.08	457,830.54	471,897.18	463,621	8,276.18
<u>DIRECT COSTS:</u>									
Chemicals	127,800	7,659.93	8,258.43	9,600	(1,341.57)	17,250.88	17,518.97	18,900	(1,381.03)
Purchased Power	118,300	10,782.80	11,050.76	10,300	750.76	21,127.81	22,145.14	20,900	1,245.14
Direct Costs-Sludge	26,900	1,914.35	1,983.71	2,200	(216.29)	3,878.38	4,111.63	4,400	(288.37)
Total Direct Costs	273,000	20,357.08	21,292.90	22,100	(807.10)	42,257.07	43,775.74	44,200	(424.26)
Gross Profit	2,618,396	223,242.15	226,429.18	197,583	28,846.18	415,573.47	428,121.44	419,421	8,700.44
<u>OPERATING EXPENSES:</u>									
Actual Salary	392,825	26,576.88	23,369.28	30,258	(6,888.45)	67,386.43	48,495.13	60,515	(12,020.32)
Less Capitalized Salary	-	-	-	-	-	-	-	-	-
Net Salaries	392,825	26,576.88	23,369.28	30,258	(6,888.45)	67,386.43	48,495.13	60,515	(12,020.32)
Payroll Tax Expense	30,051	1,931.92	1,725.72	2,315	(589.00)	4,929.75	3,585.82	4,829	(1,043.61)
Distribution Supply & Maint.	40,000	459.49	609.02	3,337	(2,727.98)	2,896.53	1,930.27	6,670	(4,739.73)
Plant/Property Supply & Maint.	60,000	4,564.35	5,478.32	5,000	478.32	6,060.02	9,245.35	10,000	(754.65)
Equipment Repair & Maint.	8,000	-	167.86	663	(495.14)	91.90	276.01	1,330	(1,053.99)
Tools & Equipment	10,000	-	307.67	837	(529.33)	-	307.67	1,670	(1,362.33)
Meters & Parts	40,000	3,631.70	2,120.69	3,337	(1,216.31)	6,705.70	3,867.69	6,670	(2,802.31)
Miscellaneous Supplies	19,200	325.52	1,966.44	1,000	966.44	2,482.75	4,509.20	2,000	2,509.20
Employee Benefits-NonInsurance	2,500	119.99	175.00	200	(25.00)	1,239.68	436.07	400	36.07
General & Administrative	54,455	3,897.00	9,227.25	6,995	2,232.25	9,127.14	19,231.08	12,410	6,821.08
Outside Services	219,330	4,023.20	26,021.60	13,473	12,548.60	4,520.45	35,818.79	31,300	4,518.79
Vehicle Fuel	8,800	500.65	462.65	600	(137.35)	1,216.01	1,114.96	1,400	(285.04)
Vehicle Maint & Repairs	4,650	2,377.69	616.19	200	416.19	2,377.69	691.54	500	191.54
Insurance	243,846	14,839.78	18,857.95	20,196	(1,338.27)	29,744.98	38,579.88	40,392	(1,812.56)
Pension	41,243	2,951.18	2,417.84	3,173	(754.73)	7,484.09	5,032.42	6,345	(1,312.73)
Bad Debt	1,920	-	-	160	(160.00)	-	-	320	(320.00)
Depreciation	808,080	66,580.00	67,340.00	67,340	-	133,160.00	134,680.00	134,680	-
Total Operating Expenses	1,984,901	132,779.35	160,863.48	159,083	1,780.24	279,423.12	307,801.88	321,232	(13,430.59)
Net Operating Income	633,495	90,462.80	65,565.70	38,500	27,065.94	136,150.35	120,319.56	98,189	22,131.03
<u>OTHER INCOME:</u>									
Interest	156,000.00	13,031.98	11,416.97	13,000	(1,583.03)	28,406.34	24,870.93	26,000	(1,129.07)
Gain(Loss)-Property Sale	-	-	-	-	-	-	-	-	-
Total Other Income	156,000.00	13,031.98	11,416.97	13,000	(1,583.03)	28,406.34	24,870.93	26,000	(1,129.07)
<u>OTHER EXPENSE:</u>									
Interest	551,418	47,180.00	46,202.00	46,202	-	94,360.00	92,404.00	92,404	-
Total Other Expense	551,418	47,180.00	46,202.00	46,202	-	94,360.00	92,404.00	92,404	-
Net Income before URT Tax	238,076.93	56,314.78	30,780.67	5,298	25,482.91	70,196.69	52,786.49	31,785	21,001.96
Utility Receipts Tax Expense	-	-	-	-	-	-	-	-	-
Net Income	238,077	56,314.78	30,780.67	5,298	25,482.91	70,196.69	52,786.49	31,785	21,001.96

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Batesville Water Utility
Balance Sheet-Unaudited
February 28, 2026

Assets	Current Month	Two Months	One Month	Current Month	1-Year
	Prior Year	Prior	Prior	Current Year	Change
Cash-Maintenance & Operations	2,931,263.45	3,391,821.00	3,450,224.43	3,499,908.43	568,644.98
Cash-Depreciation/Replacement	2,233,988.66	2,125,396.17	2,134,097.02	2,082,443.10	(151,545.56)
Cash-Money Market	-	-	-	-	-
Petty Cash	200.00	400.00	400.00	400.00	200.00
Cash-Meter Deposits	29,400.00	28,500.00	28,400.00	28,500.00	(900.00)
Cash-Cash Reserve	-	-	-	-	-
Cash-Construction-BNY	-	-	-	-	-
Cash-Bond & Interest-BNY	183,531.94	501,430.17	116,327.53	193,876.61	10,344.67
Cash-Debt Service Reserve-BNY	1,021,292.80	1,056,953.04	1,060,273.56	1,063,510.17	42,217.37
Accounts Receivable	18,609.67	10,745.70	9,561.87	12,041.19	(6,568.48)
Allowance for Doubtful Accounts	(2,657.18)	(2,629.44)	(2,629.44)	(2,629.44)	27.74
Due from Gas Utility	-	-	-	-	-
Miscellaneous Receivables	1,877.22	-	-	-	(1,877.22)
Misc Receivable-Due from Clearing Acct	9,272.57	6,593.34	3,747.55	7,286.05	(1,986.52)
Meter Deposits Receivable	600.00	600.00	400.00	500.00	(100.00)
Inventory	-	-	-	-	-
Investments-Deprec	-	-	-	-	-
Investments-Meter Deposits	-	-	-	-	-
Prepaid Expenses	3,305.25	11,463.57	7,981.02	4,498.47	1,193.22
Utility Plant Inventory in Stock	382,814.22	369,819.49	361,587.90	364,783.93	(18,030.29)
Construction Work-In-Progress	-	-	-	-	-
Plant & Property	37,317,176.44	37,545,307.27	37,545,453.94	37,605,047.14	287,870.70
Accumulated Depreciation	(8,726,062.86)	(9,391,862.86)	(9,459,202.86)	(9,526,542.86)	(800,480.00)
Net Plant & Property	28,973,927.80	28,523,263.90	28,447,838.98	28,443,288.21	(530,639.59)
Total Assets	35,404,612.18	35,654,537.45	35,256,622.52	35,333,622.79	(70,989.39)
Liabilities					
Accounts Payable	-	1,619.26	-	-	-
Miscellaneous Payables	-	-	-	-	-
Retainage Payable	-	-	-	-	-
Bond Interest Payable	94,388.17	280,202.58	46,239.35	92,441.35	(1,946.82)
Sales Tax Payable	97.85	359.52	99.26	16.86	(80.99)
Payroll Taxes Payable	-	-	-	-	-
Utility Receipts Tax Payable	-	-	-	-	-
Meter Deposits Payable	30,300.00	29,300.00	28,900.00	29,000.00	(1,300.00)
Bonds Payable-2019 Bonds	17,582,335.00	17,401,567.00	17,217,889.00	17,217,889.00	(364,446.00)
Loans Payable	-	-	-	-	-
Total Liabilities	17,707,121.02	17,713,048.36	17,293,127.61	17,339,347.21	(367,773.81)
Capital					
Retained Earnings	15,594,153.87	15,594,153.87	15,908,348.49	15,908,348.49	314,194.62
Donated Surplus	2,033,140.60	2,033,140.60	2,033,140.60	2,033,140.60	-
YTD Profit (Loss)	70,196.69	314,194.62	22,005.82	52,786.49	(17,410.20)
Total Capital	17,697,491.16	17,941,489.09	17,963,494.91	17,994,275.58	296,784.42
Total Liabilities & Capital	35,404,612.18	35,654,537.45	35,256,622.52	35,333,622.79	(70,989.39)

Water Sales Volume Analysis-02-February 2026

03/23/26
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Batesville Water Utility Comparative Sales Volumes- Actual vs Budget February 28, 2026

	Budget for Year	Prior Year Month Actual	Current Month Actual	Current Month Budget	Variance to Budget	Prior Year Year- To-Date	Year-to-Date Actual	Year-to-Date Budget	Variance to Budget	Good or Bad
Residential	17,215,000	1,667,308	1,656,767	1,600,000	56,767	2,908,870	2,988,474	2,860,000	128,474	GOOD
Commercial	8,930,000	659,539	730,731	680,000	50,731	1,261,759	1,302,599	1,295,000	7,599	GOOD
Industrial	3,305,000	245,982	226,997	260,000	(33,003)	472,144	479,936	530,000	(50,064)	BAD
Governmental	3,745,000	312,096	326,290	310,000	16,290	548,389	570,182	550,000	20,182	GOOD
Metered Sales (CuFt)	33,195,000	2,884,925	2,940,785	2,850,000	90,785	5,191,162	5,341,191	5,235,000	106,191	GOOD
Variance: Good or Bad					GOOD				GOOD	

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Batesville Gas Utility
Comparative Profit & Loss/Budget Report-Unaudited
February 28, 2026

	<u>Budget for</u>	<u>Prior Year</u>	<u>Current Month</u>	<u>Current</u>	<u>Variance to</u>	<u>Prior Year</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Variance to</u>
	<u>Year</u>	<u>Actual</u>	<u>Actual</u>	<u>Month</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>
INCOME:									
Firm Sales	2,838,881	550,776.31	591,438.97	426,254	165,184.97	908,705.41	1,028,067.60	1,010,842	17,225.60
Interruptible Sales	184,247	39,105.83	36,711.07	29,788	6,923.07	66,445.81	66,445.85	68,078	(1,632.15)
Total Metered Sales	3,023,128	589,882.14	628,150.04	456,042	172,108.04	975,121.22	1,094,513.45	1,078,920	15,593.45
Transportation Sales	281,584	62,979.31	45,861.43	32,027	13,834.43	105,498.91	90,378.46	75,480	14,898.46
Less Customer Refunds	-	-	-	-	-	-	-	-	-
Penalties	7,850	1,727.16	1,585.11	1,100	485.11	3,304.81	1,585.11	2,600	(1,014.89)
Miscellaneous	60,000	5,933.24	5,844.28	5,800	44.28	11,700.01	19,161.75	11,500	7,661.75
Total Operating Revenue	3,372,562	660,521.85	681,440.86	494,969	186,471.86	1,095,624.95	1,205,638.77	1,168,500	37,138.77
DIRECT COSTS:									
Supply	1,660,674	427,356.17	894,598.57	260,157	634,441.57	691,530.94	1,239,143.96	667,851	571,292.96
Demand Charge	372,000	31,070.38	31,680.07	31,000	680.07	62,140.76	62,606.01	62,000	606.01
Direct Costs-Misc	-	-	-	-	-	-	-	-	-
Total Direct Costs	2,032,674	458,426.55	926,278.64	291,157	635,121.64	753,671.70	1,301,749.97	729,851	571,898.97
Gross Profit	1,339,888	202,095.30	(244,837.78)	203,812	(448,649.78)	341,953.25	(96,111.20)	438,649	(534,760.20)
OPERATING EXPENSES:									
Actual Salary	490,540	36,152.19	35,329.49	38,541	(3,211.26)	88,178.25	70,749.92	77,082	(6,331.58)
Less Capitalized Salaries	-	(1,120.00)	(384.00)	-	(384.00)	(1,344.00)	(864.00)	-	(864.00)
Net Salaries	490,540	35,032.19	34,945.49	38,541	(3,595.26)	86,834.25	69,885.92	77,082	(7,195.58)
PIR Tax Expense	37,526	2,613.98	2,576.38	2,948	(371.99)	6,398.92	5,159.72	5,897	(737.01)
Distribution Supply & Maint.	30,000	389.57	2,294.90	2,500	(205.10)	509.57	2,513.70	5,000	(2,486.30)
Plant/Property Supply & Maint.	10,000	991.66	71.99	837	(765.01)	1,010.02	71.99	1,670	(1,598.01)
Equipment Repair & Maint.	15,000	3,526.93	(240.31)	1,250	(1,490.31)	4,219.60	655.31	2,500	(1,844.69)
Tools & Equipment	2,400	-	116.36	200	(83.64)	-	116.36	400	(283.64)
Meters, Regulators & Parts	1,920	-	-	160	(160.00)	-	411.93	320	91.93
Miscellaneous Supplies	11,900	662.75	943.38	650	293.38	-	1,943.18	1,850	93.18
Employee Benefits-NonInsurance	2,300	-	-	-	-	-	-	-	-
General & Administrative	99,890	10,773.26	13,178.52	8,555	4,623.52	17,489.17	357.06	600	(242.94)
Outside Services	46,985	1,700.75	422.85	1,658	(1,235.15)	1,912.25	26,555.58	16,125	10,430.58
Vehicle Fuel	15,200	846.69	994.51	1,200	(205.49)	1,987.40	1,551.30	3,366	(1,814.70)
Vehicle Maint & Repairs	5,950	79.95	1,562.42	400	1,162.42	566.08	2,142.66	2,400	(257.34)
Insurance	258,763	15,665.42	16,621.44	21,489	(4,868.04)	31,198.97	2,661.90	900	1,761.90
Pension	48,793	4,023.64	3,410.42	3,753	(342.90)	9,812.80	33,995.78	42,979	(8,983.18)
Bad Debt	1,920	-	-	160	(160.00)	-	6,831.01	7,507	(675.62)
Depreciation	207,360	16,600.00	17,280.00	17,280	(160.00)	-	-	320	(320.00)
Total Operating Expenses	1,286,448	92,906.79	94,178.35	101,582	(7,403.56)	197,730.28	189,413.40	203,475	(14,061.43)
Net Operating Income	53,440	109,188.51	(339,016.13)	102,230	(441,246.22)	144,222.97	(285,524.60)	235,174	(520,698.77)
OTHER INCOME:									
Rental Income	-	-	-	-	-	-	-	-	-
Interest	143,400	10,792.52	8,401.02	11,950	(3,548.98)	22,508.77	17,839.78	23,900	(6,060.22)
Gain(Loss)-Property Sale	-	-	-	-	-	-	-	-	-
Total Other Income	143,400	10,792.52	8,401.02	11,950	(3,548.98)	22,508.77	17,839.78	23,900	(6,060.22)
OTHER EXPENSE:									
Interest	-	-	-	-	-	-	-	-	-
Total Other Expense	-	-	-	-	-	-	-	-	-
Net Income before URT Tax	196,840	119,981.03	(330,615.11)	114,180	(444,795.20)	166,731.74	(267,684.82)	259,074	(526,758.99)
Utility Receipts Tax Expense	-	-	-	-	-	-	-	-	-
Net Income	196,840	119,981.03	(330,615.11)	114,180	(444,795.20)	166,731.74	(267,684.82)	259,074	(526,758.99)

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Batesville Gas Utility
Balance Sheet-Unaudited
February 28, 2026

Assets	Current Month Prior Year	Two Months Prior	One Month Prior	Current Month Current Year	1-Year Change
Cash-Maintenance & Operations	4,560,595.50	4,617,724.08	4,651,163.40	4,277,746.62	(282,848.88)
Cash-Depreciation/Replacement	1,323,957.49	1,147,147.62	1,156,586.38	1,164,987.40	(158,970.09)
Cash-Clearing Account	-	-	-	-	-
Petty Cash	200.00	200.00	200.00	200.00	-
Cash-Meter Deposits	24,800.00	23,300.00	23,262.53	23,262.53	(1,537.47)
Cash-Main Extensions	-	-	-	-	-
Cash-Cash Reserve	-	-	-	-	-
Accounts Receivable	15,966.43	(25,106.54)	(7,369.20)	29,489.56	13,523.13
Allowance for Doubtful Accounts	(4,477.41)	(4,477.23)	(4,477.23)	(4,477.23)	0.18
Miscellaneous Receivables	270.50	-	-	-	(270.50)
Rent Receivable	-	-	-	-	-
Misc Receivable-Due from Clearing Acct	34,381.33	8,981.32	11,711.44	18,122.13	(16,259.20)
Loans Receivable	-	-	-	-	-
Meter Deposits Receivable	869.61	800.00	437.47	400.00	(469.61)
Inventory	-	-	-	-	-
Investments	-	-	-	-	-
Investments-Valuation to Market Adj	-	-	-	-	-
Prepaid Expenses	3,411.72	9,962.39	7,601.32	5,240.25	1,828.53
Utility Plant Inventory in Stock	181,624.79	199,534.34	207,409.07	215,586.96	33,962.17
Plant & Property	9,895,616.03	10,244,996.13	10,248,217.52	10,250,666.81	355,050.78
Accumulated Depreciation	(5,931,117.06)	(6,049,458.56)	(6,066,738.56)	(6,084,018.56)	(152,901.50)
Net Plant & Property	4,146,123.76	4,395,071.91	4,388,888.03	4,382,235.21	236,111.45
Total Assets	10,106,098.93	10,173,603.55	10,228,004.14	9,897,206.47	(208,892.46)
Liabilities					
Accounts Payable	-	8,190.96	-	-	-
Miscellaneous Payables	-	-	-	-	-
Due CAI	-	-	-	-	-
Due to Water Utility	-	-	-	-	-
Due to Other City Departments	-	-	-	-	-
Unapplied Receipts	-	-	-	-	-
Sales Tax Payable	-	-	-	-	-
Payroll Taxes Payable	85.03	100.17	61.43	78.87	(6.16)
Utility Receipts Tax Payable	-	-	-	-	-
Meter Deposits Payable	25,900.00	24,200.00	23,900.00	23,700.00	(2,200.00)
Main Extensions Payable	-	-	-	-	-
Rental Deposit Payable	-	-	-	-	-
Total Liabilities	25,985.03	32,491.13	23,961.43	23,778.87	(2,206.16)
Capital					
Retained Earnings	9,666,057.27	9,666,057.27	9,893,787.53	9,893,787.53	227,730.26
Donated Surplus	247,324.89	247,324.89	247,324.89	247,324.89	-
YTD Profit (Loss)	166,731.74	227,730.26	62,930.29	(267,684.82)	(434,416.56)
Total Capital	10,080,113.90	10,141,112.42	10,204,042.71	9,873,427.60	(206,686.30)
Total Liabilities & Capital	10,106,098.93	10,173,603.55	10,228,004.14	9,897,206.47	(208,892.46)

Budget for	Year	Prior Year Month Actual	Current Month		Variance to Budget	Prior Year Year-To-Date	Year-to-Date		Variance to Budget	Good or Bad				
			Actual	Budget			Actual	Budget						
Firm Sales (MCF)	314,920.0	67,287.3	65,383.1	66,990.0	(1,606.9)	108,558.6	113,563.2	111,250.0	2,313.2	GOOD				
Interruptible Sales (MCF)	22,830.0	5,490.9	4,513.6	4,950.0	(436.4)	9,110.9	8,234.9	8,400.0	(165.1)	BAD				
Metered Sales (MCF)	337,750.0	72,778.2	69,896.7	71,940.0	(2,043.3)	117,669.5	121,798.1	119,650.0	2,148.1	GOOD				
Transport Sales (MCF)	190,260.0	42,553.6	-	29,360.0	(29,360.0)	71,279.7	-	51,000.0	(51,000.0)	BAD				
Tracker-Firm		2.1992	3.0883	2.7409										
Tracker Savings-Interruptible		(0.4717)	(0.3652)	(0.3650)										
Tracker-Interruptible		1.7275	2.7231	2.3759										
Purchases (MCF)	336,625.0	87,571.0	88,266.0	75,600.0	12,666.0	142,790.0	146,814.0	126,350.0	20,464.0	BAD				
Purchases (DTH)	347,015.0	89,387.0	89,446.0	78,950.0	10,496.0	148,169.0	149,992.0	131,575.0	18,417.0	BAD				
Firm Sales (\$)	2,838,881	357,929	436,629	584,588	(147,959)	357,929	436,629	1,010,842	(574,213)	BAD				
Interruptible Sales (\$)	184,247	27,310	29,735	38,290	(8,555)	27,310	29,735	68,078	(38,343)	BAD				
Total Metered Sales (\$)	3,023,128	385,239	466,363	622,878	(156,515)	385,239	466,363	1,078,920	(612,557)	BAD				
Transportation Sales (\$)	281,584	42,520	44,517	43,453	1,064	42,520	44,517	75,480	(30,963)	BAD				
Supply Costs (\$)	1,660,674	264,175	344,545	407,694	(63,149)	264,175	344,545	667,851	(323,306)	GOOD				
Demand Charge (\$)	372,000	31,070	30,926	31,000	(74)	31,070	30,926	62,000	(31,074)	GOOD				
Total Direct Costs (\$)	2,032,674	295,245	375,471	438,694	(63,223)	295,245	375,471	729,851	(354,380)	GOOD				
Margin	1,272,038	132,514	135,409	227,637	(92,228)	132,514	135,409	424,549	(289,140)	BAD				
Variance: Good or Bad					BAD									

BATESVILLE WATER UTILITY
Capital Improvement Report
February 2026

<u>Water Utility</u>			
<u>Softening Plant and Filter Plant</u>			
Chemical Feed Pumps, Chlorine/PH Analyzers, Turbidity Analyzers	<u>This Month</u>	<u>YTD Amount</u>	<u>Budget</u>
Softening Plant SCADA System			\$10,000
			\$0
			\$0
	Sub Total	\$0	\$20,000
<u>Equipment:</u>			
Replace 2016 Ford F-150 Marking Truck			\$0
			\$0
	Sub Total	\$0	\$80,000
<u>Distribution System:</u>			
Meters & Neptune Radio Reading System			\$147
Water Main Replacements & Fire Hydrants			\$59,593
			\$0
	Sub Total	\$0	\$59,740
			\$712,500
<u>Water Utility Total Expenditures</u>			
	<u>This Month</u>	<u>YTD Amount</u>	<u>Budget</u>
	\$0	\$59,740	\$812,500

BATESVILLE GAS UTILITY
Capital Improvements Report
February-26

GAS UTILITY

Equipment / Operations:

	Amount Spent			
	This Month	YTD	Budget	Estimated Delivery Date
2016 Vac Trailer replacement	\$0	\$0	111,000	May
Misc. equipment (line locators, gas detectors, etc.)	\$0	\$0	10,000	All Year
SCADA Radio & Controls	\$0	\$0	16,000	All Year
Sub Total	\$0	\$0	\$137,000	

Distribution System:

New Gas Main Extensions - (Gillman sub. Hwy 129 S.) (Farmington Heights)	\$0	\$0	100,000	As Needed
Main and Valve Replacements	\$0	\$0	150,000	As Needed
Meters (new and changed out)	\$1,128	\$2,559	50,000	All Year
Gas services	\$1,527	\$10,595	25,000	As Needed
Sub Total	\$2,655	\$13,154	\$325,000	
Gas Utility Total Expenditures	\$2,655	\$13,154	\$462,000	

BATESVILLE GAS UTILITY
Maintenance Projects Report
February-26

<u>GAS UTILITY</u>					
<u>Buildings / Office:</u>					
<u>Maintenance</u>					
		Amount Spent		Budget	Estimated Delivery Date
		This Month	YTD		
		\$0	\$5,532	10,000	All Year
	Sub Total	\$0	\$5,532	\$10,000	
<u>Equipment / Operations:</u>					
<u>Maintenance</u>					
		\$2,484	\$4,232	15,000	All year
	Computers / Printers	\$2,000	\$2,692	12,000	All year
	Sub Total	\$2,484	\$4,232	\$27,000	
<u>Distribution System:</u>					
<u>Distribution System Maintenance Work</u>					
		\$2,200	\$2,200	25,000	All Year
	Sub Total	\$2,200	\$2,200	\$25,000	
<u>Maintenance Project Budget</u>					
<u>System Engineering Services</u>					
		\$225	\$450	10,000	As Needed
		\$1,960	\$1,960	\$5,000	All Year
	Sub Total	\$2,185	\$2,410	\$15,000	
<u>Gas Utility Total Expenditures</u>					
		\$6,869	\$14,374	\$77,000	

Batesville Parks Department

March 2026

Daily and as needed:

- Pick up debris/trash and fallen limbs in parks and Brum Woods.
- Clean and inspect restrooms at Liberty Park.
- Empty trash barrels in Liberty Park, Brum Woods, Freedom Park and skatepark.
- Raise, lower, half-staff and replace flags on 12 flagpoles in parks and town.

March:

- Salt sidewalks at Memorial Building.
- Put new donated plaque on dog waste can at Freedom Park.
- Work on large turbine blower: take off carburetor, find issue and fix.
- Weld new chain holders on blower.
- Work on Ace Moorman scoreboard: run electric to scoreboard, add breaker box, outlet and re install flagpole light. Add a remote on/off switch.
- Put out wood Easter cut outs.
- Clean up many fallen limbs and tree after storm. Haul to Leising's.
- P/U mower at Freedom Park, service, clean and return.
- Service water cart and generator, clean.
- Clean up brush along HWY 229 in Brum Woods. Haul to Leising's.
- Clean grandstand restrooms, put batteries in all automatic flushers and open.
- Haul over 40 wood trash cans to garage, pressure wash, repair if needed, paint and return.
- Level dirt around scoreboard.
- Till, seed and straw area around climbing wall.
- Take broken gate piece off dog park, weld, paint and re assemble.



Angela Linville

Community Development Director

March 2026 EOM Report for Council

1. The EDC Strategic Plan was formally approved, following months of research, facilitation, and stakeholder engagement. Next steps include scheduling meetings with impacted groups to review the plan and answer questions.
2. Continued active coordination of Fourth of July and America 250 planning, including confirming BCSC as the transportation provider for bussing, securing a nonprofit financial partner, connecting new volunteers with the appropriate subcommittees, working with BMS art teacher on a student art project tied to the celebration, and launching Batesville4th.com to support public-facing communications; fundraising efforts are underway toward an estimated \$35,000 budget, with early commitments received from Batesville Tool and Die, HWC Engineering, and Batesville Chrysler Dodge Jeep Ram.
3. Began preliminary exploration of an emerging project with potential significant economic development impact for the community; details will be shared when appropriate.
4. Began development of a marketing plan to support the newly approved EDC strategic plan; details will be shared once reviewed and presented through the appropriate channels.
5. Participated in Convening Council for Bulldog Ready, including supporting the 8th Grade Bulldog Ready Summit and making connections with local recycling centers to support programming.
6. Began preliminary conversations and research related to a quality-of-life and tourism initiative involving private investors; more details to follow as the project develops.
7. Continued coaching, directing, and mentoring Work-Based Learning interns, investing dedicated time to align their assignments with active City and EDC priorities, including presenting intern-led progress on the 2026 Get Batesville Biking initiative to the Mayor.
8. Initiated early-stage work on a community signage and wayfinding project with key stakeholders; details to follow as planning advances.
9. Continued leadership of Mayor's Book Club, including targeted outreach to community members with personal connections to the monthly book theme.
10. Published the March city newsletter and continued work with Whitewater Publishing on opportunities to expand City news distribution
11. Began preparation for the May Community Partners meeting.
12. Maintained ongoing social media activity, press releases, and routine City communications.

AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF BATESVILLE, INDIANA
For
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION EQUIPMENT
ON STATE ROAD 229 AND STATE ROAD 46

This Emergency Vehicle Preemption Equipment Agreement (“Agreement”), made by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as “INDOT”) and the City of Batesville, (hereinafter referred to as the “CITY”), and collectively referred to as the “PARTIES,” through their duly authorized and undersigned officials, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

RECITALS

WHEREAS, in the interest of public safety and convenience, the CITY has requested the installation of special emergency vehicle preemption equipment (“Preemption System”) to various traffic signals along State Road 229 (“SR 229”) and State Road 46 (“SR 46”) within the limits of Batesville, Ripley and Franklin Counties, Indiana; and

WHEREAS, INDOT and the CITY deem the regulation of traffic by the use of a Preemption System connected to the traffic signals to be beneficial to traffic at said locations to the extent of permitting such improvements to be made on the state highways and participating in the same under conditions as specified within this Agreement; and

WHEREAS, the Preemption System shall be installed and maintained at locations listed in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the term “emergency vehicle” means police vehicles, fire apparatus, certified ambulances, or other vehicles designated as emergency vehicles in accordance with state law;

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

ARTICLE I
SPECIFIC PROVISIONS

1.1. Recitals: The Recitals record above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the Interpretation of this Agreement.

1.2. Term.

- A. Effective date. This Agreement shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.
- B. Termination date is the earliest of:
 - 1. If the Preemption System installed by terms of this Agreement is removed from the highway system, this Agreement shall terminate on the date the Preemption System is fully removed.
 - 2. This Agreement shall terminate on the date a lack of funding determination is made by the State Budget Director as provided in section 2.19 of this Agreement.

1.2. Construction. The CITY is responsible for installing the Preemption System in accordance with Exhibit A. The Preemption System will be installed under the supervision of INDOT.

1.3 Acceptance of Preemption System Installation.

- A. After satisfactory completion of the work as determined by a final inspection, INDOT will accept the installation of the Preemption System as being complete and acceptable for use.
- B. Upon acceptance of the Preemption System by INDOT, the Preemption System equipment remains the property of the CITY.

1.4. Rights of Entry. INDOT grants permission to the CITY, its contractor and subcontractors to enter upon the state-owned or controlled right-of-way for the sole purpose of installing, maintaining and removing Preemption Systems at the locations listed in Exhibit A and related construction as described in the final plan.

1.5. Maintenance and Operations.

- A. A Preemption System's high priority shall be used only by emergency vehicles. A Preemption System's low priority may be used by INDOT vehicles to facilitate maintenance operations such as snow removal.
- B. Emergency vehicles may only use the Preemption System when responding to emergency situations. The Preemption System shall not be used when returning from emergency responses nor for non-dispatched routine daily activities such as traffic enforcement. The Preemption System will not be operated without the logging capabilities enabled and the emitters used in the system shall have unique identity codes.
- C. INDOT and the CITY will develop compatible timings for the initial programming of the Preemption System. In the event that INDOT or the CITY decides, at a future date,

these timings or sequences require changes, the PARTIES agree to notify each other and supply a copy of the new timings and sequences. INDOT has final approval and full responsibility for timings and sequencing that are installed in an INDOT controller.

- D. The CITY shall maintain the Preemption System equipment, including emitters used by the emergency vehicles, and the confirming devices at each location listed in Exhibit A. The CITY and INDOT agree that should a change of controllers or Preemption Equipment, which would affect system compatibility, be desired by either Party, then the PARTIES must agree to the change. If the PARTIES do not mutually accept such change, then the preemption may be disconnected by INDOT within its controller.
- E. The CITY, or its representative, shall contact, by any means, the Seymour District Traffic Signal Maintenance Supervisor, ("TSMS"), a minimum of two (2) hours before performing emergency maintenance on preemption equipment located in, or on, the INDOT traffic signal system equipment. An INDOT signal technician may be present during this maintenance activity.
- F. The CITY, or its representative, shall contact, by any means, the TSMS, a minimum of one (1) workday, before performing routine maintenance on preemption equipment located in, or on, the INDOT traffic signal system equipment. Routine maintenance shall not be performed on a weekend, holiday, or after normal working hours. An INDOT signal technician may be present during this maintenance activity.
- G. INDOT, through its normal procedures, will make the initial response to a reported traffic signal malfunction. If it is determined that the preemption equipment needs maintenance, the preemption will be disconnected within the traffic controller cabinet. INDOT will notify the CITY of the preemption disconnect on the day of preemption disconnect if such notification can be made during normal working hours, otherwise INDOT will notify the CITY on the next workday.
- H. INDOT reserves the right to disconnect the Preemption System, in INDOT's controller cabinet, should malfunction or operational problems be discovered which may be detrimental to the operation of the traffic signal at INDOT's intersection. INDOT will notify the CITY of the preemption disconnect on the day of preemption disconnect, if such notification can be made during normal working hours, otherwise, INDOT will notify the CITY on the next workday.
- I. In the course of emergency maintenance due to equipment knock down caused by vehicular accident or acts of nature, INDOT or its representative, will attempt, using normal diligence, to salvage for re-use any Preemption System equipment that has been knocked down. INDOT will not reinstall Preemption System equipment. INDOT or its representative will not ensure that any Preemption System equipment removed for salvage is functional. The CITY or its representative shall assure that the equipment is functional before attempting to reinstall the equipment.

- J. The CITY may request in writing that locations upon INDOT's highway system be added to or removed from Exhibit A. A formal amendment to this Agreement will be required before a change in the locations is effective.
- K. If after appropriate review, INDOT determines that any preemption equipment or appurtenances installed on the highway right-of-way by terms of this Agreement have become substandard, conflicts with future improvements or other necessary installations, are not being maintained, are being misused or this Agreement is terminated, INDOT may order modification, relocation or removal of the Preemption System. The local agency will provide evidence of valid emergency runs when requested. A pre-qualified contractor employed by the CITY shall perform the removal or modification within two (2) months of notice to the CITY from INDOT.
- L. If, after installation, a Preemption System is to be removed, the CITY, at their own expense, shall have a signal contractor, pre-qualified with INDOT, perform the removal. A qualified IMSA Certified Traffic Signal Electrician Level II shall be in responsible charge for the removal work and shall make any wiring modifications. The CITY shall notify the TSMS at least five (5) working days prior to commencing work on the removal of the preemption equipment.
- M. Upon termination of this Agreement or during maintenance or modernization activities on the Preemption System, Preemption System equipment removed by the CITY will remain the property of the CITY.

1.6. CITY's Responsibilities.

The CITY's responsibilities shall include but are not limited to:

- A. The CITY shall be responsible for, and shall pay for all costs relating to, the installation, maintenance, repairs, and modifications of the Preemption Equipment.
- B. Wherever in this Agreement any obligation or responsibility is assumed by the CITY, same shall be deemed an obligation of said CITY.
- C. The CITY shall perform all work permitted under this Agreement to INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.
- D. The CITY shall coordinate with the manufacturer in order to present a Preemption System training session for all new users. Those persons unavailable for the training session must be instructed separately by a person designated by the CITY's police or fire department. No person shall be allowed to operate Preemption System equipment before completing training.
- E. To providers other than INDOT, the CITY shall pay for:

1. Materials, equipment, and labor necessary for the purchase and installation of the Preemption System.
2. Materials, equipment, and labor required to maintain the Preemption System emitters in emergency vehicles.
3. Costs for employing a project supervisor/engineer and for testing and inspection work done by the project supervisor/engineer.
4. Materials, equipment, and labor necessary to maintain, update, modify, or remove the Preemption System.
5. Materials, equipment, and labor required to reinstall the Preemption System after INDOT, in its normal course of business, has provided emergency maintenance to knocked-down equipment that contains any Preemption System equipment permitted under this Agreement.
6. Materials, equipment, and labor required to reinstall the Preemption System after INDOT, in its normal course of business, has modernized a traffic signal containing preemption equipment.
7. Power for Preemption System equipment not at the intersections listed in **Exhibit A**.
8. Any costs related to Preemption System Training.
9. The CITY's estimate costs are \$424,250.00.
- F. The CITY, or its contractor, shall contact Steve Gann, (sgann@indot.in.gov), prior to commencing any work in INDOT cabinets.

1.7. INDOT's Responsibilities.

- A. In its normal course of business, INDOT will be responsible for:
1. Under no circumstances shall INDOT have any responsibility for the design, construction, installation, maintenance, repairs, or modifications of the preemption equipment.
 2. Costs for maintenance of the traffic signals located on INDOT's highway system, excepting the Preemption System at the locations listed in **Exhibit A**. INDOT will make the initial response to any reported signal malfunction and diagnose if the problem is associated with the preemption equipment.
 3. Costs, excepting any preemption equipment and appurtenances, for future modernization of the traffic signals listed in **Exhibit A**.

4. Costs for any emitters mounted on INDOT vehicles.

ARTICLE II

GENERAL PROVISIONS

2.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the costs incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment, if any, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any agency participating in federally assisted programs with whom the CITY has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, correspondence, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. Assignment; Successors. [OMITTED – NOT APPLICABLE]

2.3. Assignment of Antitrust Claims. [OMITTED – NOT APPLICABLE]

2.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds, if any, paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

2.5. Authority to Bind the City. The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the CITY when his/her signature is affixed and accepted by the State.

2.6. Changes in Work. The CITY shall not commence any additional work or change the scope of the work until authorized in writing by the State. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

2.7. Certification for Federal Aid Contracts Lobbying Activities. The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

2.8. Compliance with Laws.

- A. The CITY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.
- B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et. seq.* and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CITY or its agents violate any applicable ethical standards, the State may, at its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC 4-2-6, IC 4-2-7, IC 35-44.1-1-4, and under any other applicable laws.
- C. [OMITTED – NOT APPLICABLE]
- D. [OMITTED – NOT APPLICABLE]

E. [OMITTED – NOT APPLICABLE]

F. The CITY warrants that the CITY and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE]

H. As required by IC 5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(a) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC 24-5-12 [Telephone Solicitations]; or

(iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(b) the CITY will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

(a) has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(b) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

2.9. Condition of Payment. [OMITTED – NOT APPLICABLE]

2.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE]

2.11. Continuity of Services. [OMITTED – NOT APPLICABLE]

2.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director,

owner, partner, key employee, or a person who has a critical influence on or substantive control over the operations of the CITY.

- B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors and subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred contractor or subcontractor. The City shall immediately notify the State if any contractor or subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the contractor or subcontractor for work to be performed under this Agreement.

2.13. Default by State. [OMITTED – NOT APPLICABLE]

2.14. Disputes. [OMITTED – NOT APPLICABLE]

2.15. Drug Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

2.16. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC 22-5-1.7 and Executive Order 25-29, the CITY swears or affirms under the penalties of perjury that the CITY has not knowingly employed, and will not knowingly employ, an unauthorized alien. The CITY further affirms that:

- A. The Contractor has enrolled in and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate for default if the CITY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

2.17. Employment Option. [OMITTED – NOT APPLICABLE]

2.18. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall

be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.19. Funding Cancellation. As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

2.20. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

2.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE]

2.22. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

2.23. Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the PARTIES. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The CITY shall provide all necessary unemployment and workers' compensation insurance for the CITY's employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

2.24. Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED – NOT APPLICABLE]

2.25. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE]

2.26. Insurance.

- A. The CITY, its contractors, and subcontractors (if any) shall secure and keep in force during the term of this Agreement the following insurance coverages (if applicable)

covering the CITY for any and all claims of any nature which may arise out of or result from the CITY's performance under this Agreement:

- (1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
- (2) Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
- (3) Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Agreement.
- (4) Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
- (5) Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
- (6) Surety or Fidelity Bond(s) if required by statute or by the agency.
- (7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

B. The CITY's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CITY.
- (3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the CITY in excess of the minimum requirements set forth above. The duty to indemnify the State under this Agreement shall not be limited by the insurance required in this Agreement.

(4) The insurance required in this Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

(5) The CITY waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the State to immediately terminate this Agreement. The CITY shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Agreement.

2.27. Key Person(s). [OMITTED – NOT APPLICABLE]

2.28. Licensing Standards. The CITY, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the CITY pursuant to this Agreement. The State will not approve any study, plans or work performed by the CITY when the CITY, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the CITY shall notify the State immediately and the State, at its option, may immediately terminate this Agreement.

2.29. Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

2.30. Minority and Women's Business Enterprises Compliance. [OMITTED – NOT APPLICABLE]

2.31. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964m the Age Discrimination in Employment Act, and the Americans with Disabilities Act.

A. The CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges or employment or any matter directly or indirectly related to employment because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The CITY certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but

nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any contractor or subcontractor.

- B. The CITY covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the CITY's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for the purposes of Indiana Code § 5-11-5..5-2, but nothing in this paragraph shall be construed to comply or establish an employment relationship between the State and any applicant or employee of the CITY or any contractor or subcontractor.

2.32. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT:

Larry Starkey, Maintenance Operations Supervisor
32 South Broadway Street
Greenfield, IN 46140
Phone: 317-467-3423
Email: lstarkey@indot.in.gov

And with copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204
agrand@indot.IN.gov

B. For the CITY:

John Kuntz, City Engineer
132 South Main Street
Batesville, Indiana 47006
Phone: 812-933-6120
Email: jkuntz@batesville.in.gov

2.33. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE]

2.34. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE]

2.35. Payments.

- A. All payments, if any, shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments, if any, will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

B. [OMITTED – NOT APPLICABLE]

2.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-13-1, IC 34-52-2-3, and IC 34-54-8.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment, if any, shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.37. Progress Reports. [OMITTED – NOT APPLICABLE]

2.38 Prohibited Telecommunications and Video Surveillance Equipment and Services. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the BCSO is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. The BCSO shall be responsible to ensure that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

2.39. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information and will post this Agreement on its website as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.40. Renewal Option. [OMITTED – NOT APPLICABLE]

2.41. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.42. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

2.43. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.44. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the CITY or its subcontractors as a result of this Agreement.

2.45. Termination for Convenience. This Agreement may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CITY shall be compensated for services properly rendered prior to the effective date of termination. The State shall not be liable for services performed after the effective date of termination. The CITY shall be compensated for services herein provided but in no case shall total payment made to the CITY exceed the original contract price or shall any price increase be allowed on individual line items if cancelled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interest of the State.

2.46. Termination for Default. [OMITTED – NOT APPLICABLE]

2.47. Travel. [OMITTED – NOT APPLICABLE]

2.48. Waiver of Rights. No right conferred on either Party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY's negligent performance of any of the services furnished under this Agreement.

2.49. Work Standards. The CITY shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards (or by ensuring that its subcontractors do the same). If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the CITY shall grant such request.

2.50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as

contained in the 2022 SCM Template) in any way except as follows: N/A changes and omissions were made throughout.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTR_CTS.GBL

In Witness Whereof, the PARTIES have, through their duly authorized representatives, entered into this Agreement. The PARTIES, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**CITY OF BATESVILLE
CITY COUNCIL**

Melissa Tucker, Member

Date: _____

Darrick Cox, Member

Date: _____

Doug Stock, Member

Date: _____

Beth Enneking, Member

Date: _____

Brad Dreyer, Member

Date: _____

ATTEST:

Brad Marcy, Clerk-Treasurer

Date: _____

STATE OF INDIANA
Indiana Department of Transportation

Executed By:

_____(FOR)
Lyndsay Quist, Commissioner

Date: _____

APPROVALS

STATE OF INDIANA
Budget Agency

By: (FOR)
Chad Ranney, Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Brandon Clifton, Commissioner

Date:

Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita, Attorney General

Date:

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by Attorney, Chris Devlin, Attorney No. 29221-49

EXHIBIT A

DES 2401682

EMERGENCY VEHICLE PREEMPTION PROJECT

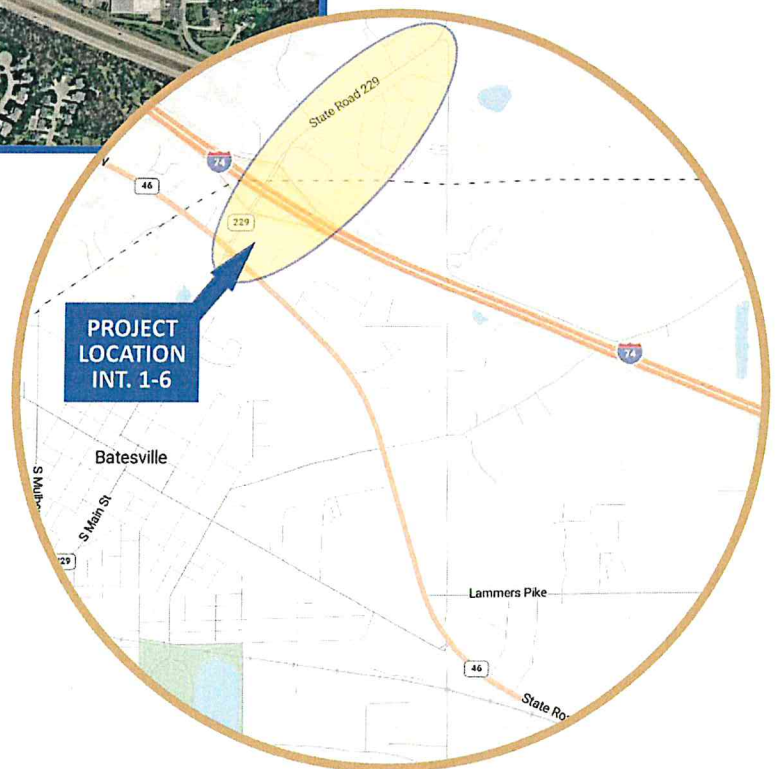


PROJECT LOCATION MAP TRAFFIC SIGNAL PREEMPTION (INTERSECTIONS 1-6)



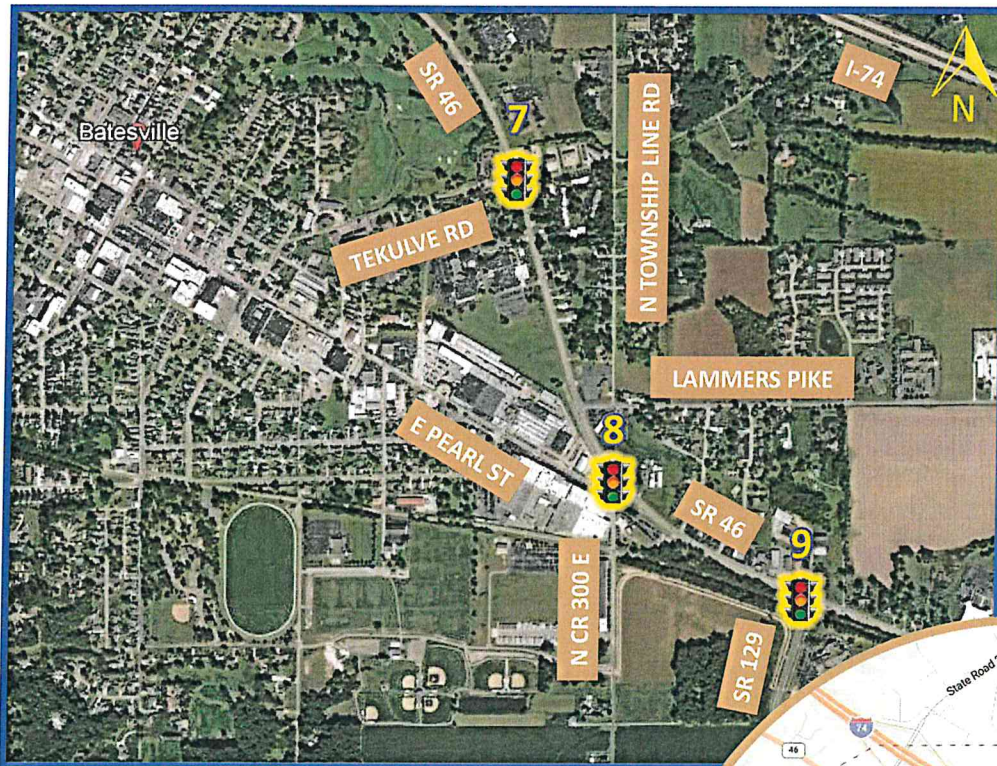
SIGNAL PREEMPTION LOCATIONS

- 1** SR 229 AT SIX PINE RANCH ROAD
- 2** SR 229 AT COMMERCIAL ENTRANCE
- 3** SR 229 AT FRONTAGE ROAD/CROSS COUNTY PLACE
- 4** SR 229 AT I-74 WB RAMPS
- 5** SR 229 AT I-74 EB RAMPS
- 6** SR 229 AT SR 46



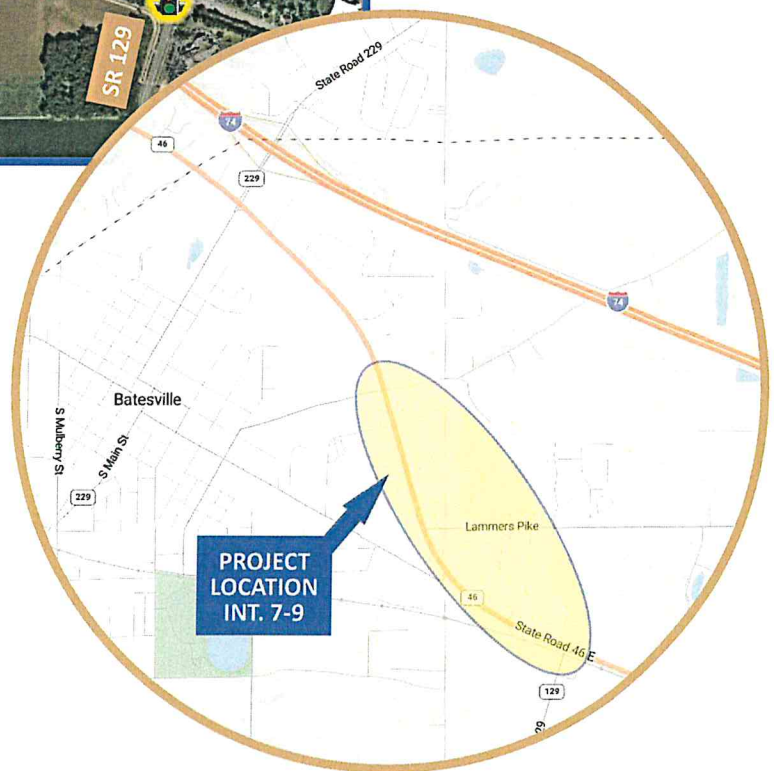


PROJECT LOCATION MAP TRAFFIC SIGNAL PREEMPTION (INTERSECTIONS 7-9)



SIGNAL PREEMPTION LOCATIONS

- 7** SR 46 AT TEKULVE RD.
- 8** SR 46 AT N. CR 300 E.
- 9** SR 46 AT SR 129

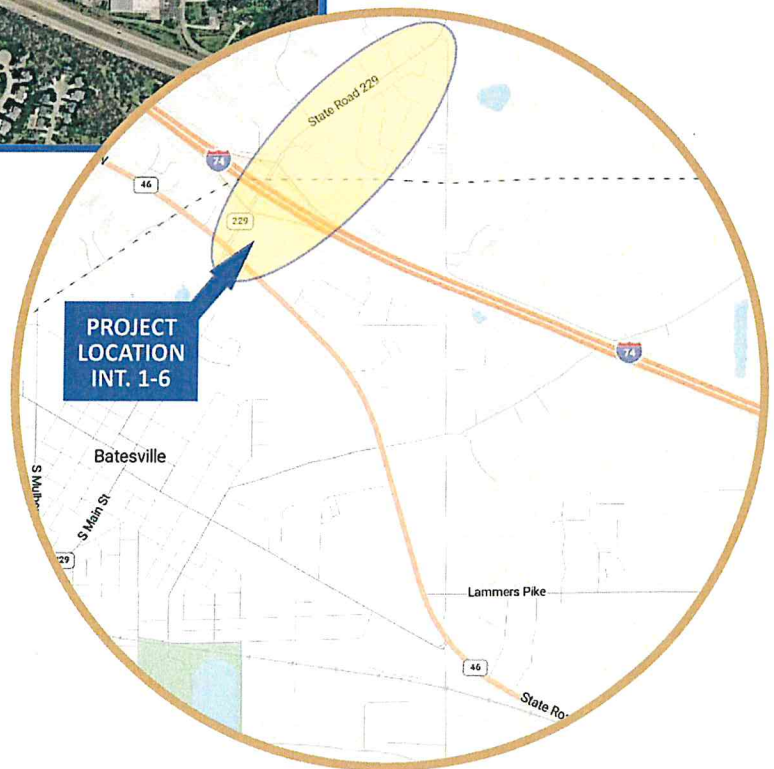


PROJECT LOCATION MAP TRAFFIC SIGNAL PREEMPTION (INTERSECTIONS 1-6)



SIGNAL PREEMPTION LOCATIONS

- 1** SR 229 AT SIX PINE RANCH ROAD
- 2** SR 229 AT COMMERCIAL ENTRANCE
- 3** SR 229 AT FRONTAGE ROAD/CROSS COUNTY PLACE
- 4** SR 229 AT I-74 WB RAMPS
- 5** SR 229 AT I-74 EB RAMPS
- 6** SR 229 AT SR 46

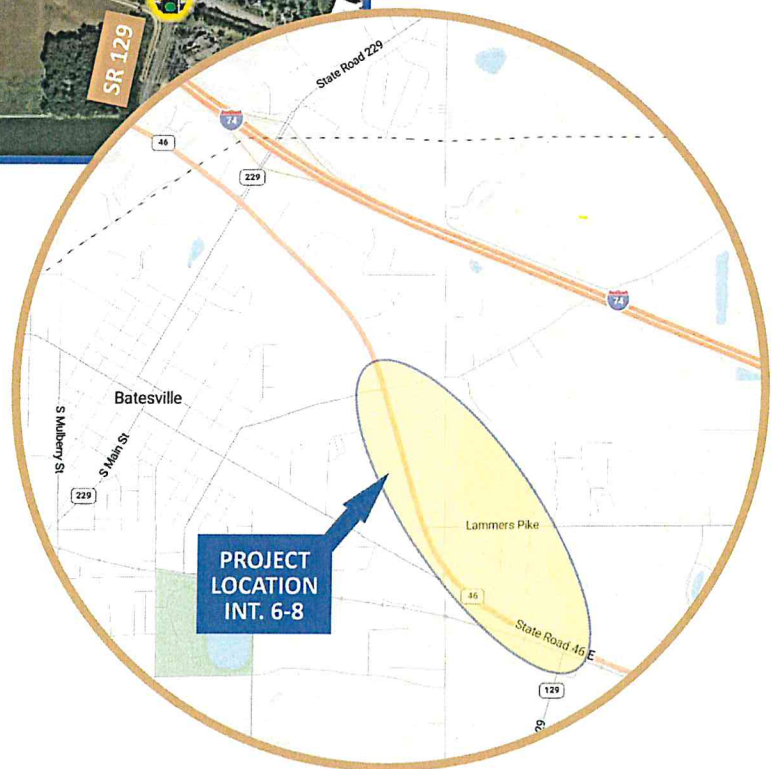


PROJECT LOCATION MAP TRAFFIC SIGNAL PREEMPTION (INTERSECTIONS 7-9)



SIGNAL PREEMPTION LOCATIONS

- 7** SR 46 AT TEKULVE RD.
- 8** SR 46 AT N. CR 300 E.
- 9** SR 46 AT SR 129



City of Batesville
Gas Utility Expenditure & Receipt Summary
Through March 31, 2026



FUND BALANCE SUMMARY

	1/1/26	March	March	2026
	Balance	YTD Receipts	YTD Expenditures	Balance
Fund Activity for Gas Utility (Includes Cash Reserve Fund)	\$ 5,788,171.70	\$ 2,238,674.60	\$ (2,262,545.39)	\$ 5,764,300.91
				Net Change
				(\$23,870.79)

EXPENDITURE SUMMARY

Expenditures by Class Category - Operational Dept's Budgeted Accounts

Salaries, Wages, Benefits
Supplies
Other Services - Utilities, Travel, Repairs, Consultants, etc.
Capital Outlays - Buildings, Land, Improvements, etc.

	2026 Budget	March YTD Budget	2026 Actual YTD Expenditures	Act vs Budget Fav / (Unfav)
	811,025.10 103,594.00 2,195,400.84	212,801.36 24,576.00 1,062,573.56	188,692.17 46,327.95 1,869,569.67	24,109.19 (21,751.95) (806,996.11)
<u>Totals by Class Category - Operational Dept's Budgeted Accounts</u>	<u>3,110,019.94</u>	<u>1,299,950.92</u>	<u>2,104,589.79</u>	<u>(804,638.87)</u>

Total Expenditures - Non-Operational Dept's Budgeted Accounts

467,000.00

0.00

Total - All budgeted Accounts

3,577,019.94

2,104,589.79

Total - All not budgeted Accounts

157,955.60

Total - All Accounts

2,262,545.39

City of Batesville
Wastewater Treatment Plant Financial Report
As of MAR - 2026



FUND BALANCE SUMMARY

2026 Fund Activity for Wastewater Utility	1/1/26 Balance	2026 Rev	2026 Exp	3/31/26 Balance	2026 Net Chg
	\$ 3,689,630.52	\$ 507,586.77	\$ (508,175.20)	\$ 3,689,042.09	(\$588.43)

2026 EXPENSE SUMMARY

Expenses by Class Category - Operational Dept's Budgeted Accounts

Salaries, Wages, Benefits
Supplies
Other Services - Utilities, Travel, Repairs, Consultants, etc.
Capital Outlays - Buildings, Land, Improvements, etc.

	2026 Budget	Final Year - 2026		
		Apportioned Budget	Actual Expenses	Act vs Budget Fav / (Unfav)
	978,000.00	225,692.31	217,557.32	8,134.99
	268,500.00	67,125.00	75,808.33	(8,683.33)
	599,500.00	149,875.00	213,953.58	(64,078.58)
	55,000.00	13,750.00	855.97	12,894.03
<u>Totals by Class Category - Operational Dept's Budgeted Accounts</u>	<u>\$ 1,901,000.00</u>	<u>\$ 456,442.31</u>	<u>\$ 508,175.20</u>	<u>(\$51,732.89)</u>

Total Expenses - Non-Operational Dept's Budgeted Accounts

1,300,000.00

0.00

Total - All budgeted Accounts

\$ 3,201,000.00

\$ 508,175.20

City of Batesville
Non-Utility Financial Report
As of March - 2026



FUND BALANCE SUMMARY

	1/1/2026 Balance	2026 YTD Receipts	2026 YTD Expenditures	March - 2026 Balance	2026 Net Change
2026 Fund Activity for Non-Utility Departments - TOTAL	\$ 8,905,680.98	\$ 2,163,366.87	\$ (3,284,844.28)	\$ 7,784,203.57	\$ (1,121,477.41)
CCMG Funds (#2403)	\$ 619,035.82	\$ -	\$ -	\$ 619,035.82	\$ -
Sale of Shell Building - Industrial Park TIF Fund (#4449)	\$ 1,009,945.71	\$ -	\$ (44,322.00)	\$ 965,623.71	\$ (44,322.00)
2026 Fund Activity for Non-Utility Departments - Net of Extraordinary Items	\$ 7,276,699.45	\$ 2,163,366.87	\$ (3,240,522.28)	\$ 6,199,544.04	\$ (1,077,155.41)

2026 EXPENSE SUMMARY

Expenses by Class Category - Operational Dept's Budgeted Accounts

Salaries, Wages, Benefits
Supplies
Other Services - Utilities, Travel, Repairs, Consultants, etc.
Capital Outlays - Buildings, Land, Improvements, etc.

	2026 Budget	Appportioned Budget	2026 Actual Expenses	Act vs Budget Fav / (Unfav)
	5,889,850.00	1,359,196.15	1,310,195.59	49,000.56
	435,700.00	108,925.00	127,201.48	(18,276.48)
	2,552,000.00	638,000.00	580,467.78	57,532.22
	352,500.00	88,125.00	98,042.32	(9,917.32)
Totals by Class Category - Operational Dept's Budgeted Accounts	\$9,230,050.00	\$2,194,246.15	\$2,115,907.17	\$78,338.98

Total Expenses - Non-Operational Dept's Budgeted Accounts

4,278,000.00

Total - All budgeted Accounts

\$13,508,050.00

Total Expenses - Non-Budgeted Accounts

490,539.11

Grand Total - All Expenses

\$3,284,844.28

City of Batesville Water Utility Expenditure & Receipt Summary Through March 31, 2026



FUND BALANCE SUMMARY

	1/1/26	March	March	March	3/31/26	2026
	Balance	YTD Receipts	YTD Expenditures	Balance	Net Change	
Fund Activity for Water Utility	\$ 5,545,717.17	\$ 770,498.43	\$ (720,722.61)	\$ 5,595,492.99		49,775.82

EXPENDITURE SUMMARY

Expenditures by Class Category - Operational Dept's Budgeted Accounts

Salaries, Wages, Benefits
Supplies
Other Services - Utilities, Travel, Repairs, Consultants, etc.
Capital Outlays - Buildings, Land, Improvements, etc.

	2026	March	2026	Act vs Budget
	Budget	YTD Budget	Actual YTD Expenditures	Fav / (Unfav)
	668,664.89	165,282.22	136,193.67	29,088.55
	190,859.00	44,021.00	54,414.17	(10,393.17)
	588,675.48	154,268.16	116,818.23	37,449.93
<u>Totals by Class Category - Operational Dept's Budgeted Accounts</u>	<u>1,448,199.37</u>	<u>363,571.38</u>	<u>307,426.07</u>	<u>56,145.31</u>

Total Expenditures - Non-Operational Dept's Budgeted Accounts

Total - All budgeted Accounts

Total - All not budgeted Accounts

Total - All Accounts

364,577.06
672,003.13
48,719.48
720,722.61