

ALSO, Beginning at a point 1855.10 feet East and 195.36 feet South of the Northwest corner of the Northwest one fourth ( $\frac{1}{4}$ ) of Section 36, Township 19 North, Range 1 West, thence East 189 feet to the West Right of Way line of the Pennsylvania Railroad, thence North along said Right of Way line 195.36 feet to the Section line dividing Sections 36 and 25, thence continuing North in Section 25 a distance of 61.9 feet to the West property line of Lafayette Avenue, thence in a Southwesterly direction 66.75 feet to said Section line and 25 feet West of the railroad right of way line, thence South 105.36 feet, thence West 164 feet and thence South 90 feet to the point of beginning, containing forty seventhundredths ( $\frac{47}{100}$ ) Acres of which forth five hundredths ( $\frac{45}{100}$ ) Acres is in Section 36.

IN WITNESS WHEREOF, The Said Roy O. Worrell and Nora L. Worrell, husband and wife, have hereunto set their hands and seals this 17th day of October, A/ D. 1956.

(SIGNED) ROY O. WORRELL

NORA L. WORRELL

STATE OF INDIANA, BOONE COUNTY, SS:

Before me, Rosalie Gorrell, a Notary Public in and for said County, this 17th day of October, 1956, personally appeared Roy O. Worrell and Nora L. Worrell, husband and wife, and acknowledged the execution of the annexed Deed.

Witness, my hand and Notarial seal.

(SIGNED) ROSALIE GORRELL

NOTARY PUBLIC

My Commission Expires August 3, 1959.

*Minute Book Pg 494*

*Filed - Large file*

RESOLUTION OF BOARD OF PUBLIC WORKS AND SAFETY  
AUTHORIZING AND APPROVING ENGINEERING CONTRACT  
WITH PAUL J. KLEISER AND ASSOCIATES, CONSULTING  
ENGINEERS, FOR ENGINEERING SERVICES FOR THE MAKING  
OF CERTAIN IMPROVEMENTS TO THE LEBANON SANITARY SEWER  
SYSTEM AND THE SEWAGE TREATMENT FACILITIES.

Be It Resolved by the Board of Public Works and Safety that an engineering contract be entered into by and between the City of Lebanon and Paul J. Kleiser and Associates, Consulting Engineers, Terre Haute, Indiana, for engineering services for the making of certain improvements to the Lebanon Sanitary Sewer System and the sewage treatment facilities, and that the form of said contract to be adopted and hereby approved be, and the same is, as follows:

#### ENGINEERING CONTRACT

1. THIS AGREEMENT made the 17th day of October in the year Nineteen Hundred and Fifty-six, by and between the CITY OF LEBANON, Boone County, Indiana, hereinafter called the "Owner", and PAUL J. KLEISER & ASSOCIATES, Consulting Engineers, Terre Haute, Indiana, hereinafter called the "Engineer."

WITNESSETH, that whereas the Owner proposes to make improvements to the sanitary sewer system, including sewage treatment facilities.

AND WHEREAS the preliminary investigations, studies, and reports, preliminary general plans and approximate estimates of cost have been furnished by Paul J. Kleiser & Associates "gratis" at the request of the Lebanon Utilities Board during July, 1955, said report having been presented to the Utilities Board on February 10, 1956 and to a combined Council and Utilities Board meeting on March 5, 1956.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth for the construction of the above-named improvements, the parties hereto agree as follows:

2. The Engineer agrees to furnish and perform the various professional services required for the construction of the above-named improvements as follows:

a. Complete general and detail plans, specifications, and detailed estimate of cost. Final plans and specifications to be approved by the Owner, the Indiana Stream Pollution Control Board and the Indiana State Board of Health.

b. Prepare forms of construction proposals, advertisements, construction contracts and bonds, subject to the approval of the Owner.

c. Receive and tabulate proposals, report same to owner and assist in awarding contract for construction.

d. Check equipment manufacturers and steel layout drawings.

3. Prepare certificates for the issuance of payments to the contractors.

f. Perform the general engineering supervision of the works, including the attendance of the necessary conferences pertaining thereto.

g. Furnish and perform the supervision of all test borings or other sub-surface explorations required for determining foundation conditions. The cost of such borings or tests to be paid by the Owner.

3. The Owner agrees to pay the Engineer for such services a fee based on the following schedule of minimum rates as proposed by the Indiana Society of Professional Engineers. The said percentage being hereinafter referred to as the "basic rate."

<u>Cost of work not exceeding</u>	<u>Percentage of cost as basic rate</u>
\$50,000-100,000	7.0
100,000-250,000	6.5
250,000-500,000	6.0
500,000-1,000,000	5.5
Over 1,000,000	5.0