

TOWN OF FERDINAND
SPECIAL MEETING
February 5, 2024

The Ferdinand Town Council met for a Special Meeting at 6:30 PM on Monday, February 5, 2024, in the Ferdinand Town Hall. Present were Council President, Ken Sicard; Vice-President, Debbie Johnson; Council Member, Ron Weyer; Attorney, Sharon Bohnenkemper and Clerk-Treasurer, Tamara Miller.

Debbie moved to approve the Minutes of the January 16, 2024 Council Meeting. Ron seconded. Motion carried 3-0.

Sicard asked if there were any additional bids for 2023-02 Community Crossing Road Projects. No additional bids were submitted. Debbie moved to close the acceptance of bids. Ron seconded. Motion carried 3-0. The following bids were opened:

	<u>Base Bid #1</u>	<u>Unit Price per Cubic Yard</u>
JH Rudolph - Tell City, IN	\$703,513.90	\$230
Calcar Paving – Jasper, IN	\$517,456.00	\$75

To expedite the award process, Brett Schipp with Universal Design and Tom Lueken departed to a separate room to review the bids to determine a recommendation for the Council.

Ron moved to allow Sicard and Miller to sign the Memorandum of Understanding with the Framing Ferdinand group (attached). Debbie seconded. Motion carried 3-0. The group will meet this Wednesday at 5:00 PM at the Ferdinand Library.

Debbie moved to reschedule the March 19, 2024 Town Council Meeting to March 26, 2024 at 6:30 PM. Ron seconded. Motion carried 3-0.

There will be a Rezoning Hearing at 7:00 PM at the March 26, 2024 Town Council Meeting.

Ron moved to approve Ben Brinkman’s request that he and Kyle Lechner attend the AWWA Lead and Copper Rule Revision Workshop at Ivy Tech in Plainfield on February 15, 2024 at a cost of \$60 per person. Debbie seconded. Motion carried 3-0.

The Whipped Bakery will be having a ribbon cutting on February 13, 2024 at 11:00 AM.

Brett Schipp stated he reviewed the bids for CCMG 2023-02 and he recommended accepting the low bid from Calcar base bid of \$517,456.00 and the unit price of \$75 per cubic yard. Debbie

moved to accept the Calcar bid. Ron seconded. Motion carried 3-0.

Ron moved to allow Vice President Debbie Johnson to sign agreements on behalf of President Sicard in the event Sicard was not available. Sicard seconded. Motion carried 3-0.

Miller reported the Town has completed three separate applications for CCMG 2024-01. The total financial commitment from the Town did not change and remained at \$67,034.19.

Ron stated the SRF application deadline is April 1, 2024. Ron and Ben Brinkman are working with Midwest Engineers on proposed wastewater projects. Ron will keep the Council updated.

Ron moved to pay regular claims. Debbie seconded. Motioned carried 3-0.

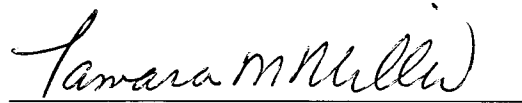
ANNOUNCEMENTS:

Town Council Meeting	Tuesday	February 20, 2024 at 6:30 PM
BZA	Wednesday	February 28, 2024 at 6:30 PM
Plan Commission	Wednesday	February 28, 2024 at 7:00 PM
Park Board	Wednesday	February 7, 2024 at 4:30 PM
Economic Development Comm.	Monday	April 22, 2024 at 6:00 PM

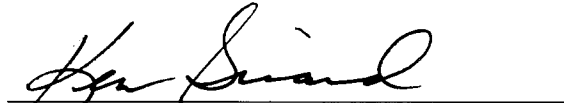
As there was no further business to discuss, Debbie moved to adjourn. Ron seconded. Motion carried 3-0. Meeting adjourned at 6:55 PM.

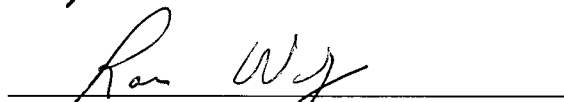
ATTEST:

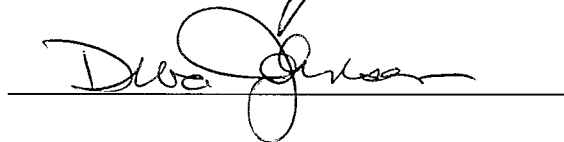
FERDINAND TOWN COUNCIL



Clerk-Treasurer







Memorandum of Understanding

This document constitutes a Memorandum of Understanding between Framing Ferdinand, LLC, whose address is 2065 Main Street, Ferdinand, IN 47532 ("Framing") and the Town of Ferdinand, whose address is 2065 Main Street, P.O. Box 7, Ferdinand IN 47532 ("Ferdinand").

I. PURPOSE

The purpose of this Memorandum is to set forth the terms and conditions under which Ferdinand will accept approved invoices and receipts for expenses and pay them pursuant to this Memorandum of Understanding.

II. ROLES and RESPONSIBILITIES

Ferdinand will receive, from Framing, appropriately approved invoices and receipts for initial operating fees and expenses for a period of no longer than one year from the date this Memorandum is executed by the parties. Framing will reimburse Ferdinand for those expenses after it has received 501 © (3) status or whenever it has an adequate amount of operating cash, whichever first occurs. In no event will that reimbursement be later than one year after this Memorandum is executed by the parties.

Ferdinand will not act as a depository for donations made to Framing. The full and complete extent of Ferdinand's obligations toward Framing is to act as the payor of its operating expenses while it awaits IRS approval and can receive donations. Approved invoices and receipts will be paid, within 45 days of receipt by Ferdinand, along with regular claims as the same are approved at the regular town council meetings.

III. INDEMNIFICATION

As long as Framing continues to exist, Framing agrees to indemnify and hold Ferdinand forever harmless from and against all claims, damages, losses, and expenses, including attorneys' fees, for (1) any claim, damage, loss or expense regardless of whether it is caused in whole or in part by any negligent or willful act or omission of Framing or any of its members or agents, anyone directly or indirectly employed by any of it, or anyone for whose acts it may be liable; or (2) any claim, damage, loss or expense attributable to the use of any of the funds received distributed by Ferdinand as contemplated in this Memorandum of Understanding.

IV. EFFECTIVE DATE

This Memorandum is effective as of the 30th day of January, 2024.

"FRAMING"

FRAMING FERDINAND, LLC

By Chelsie N. Flug
Printed Name: Chelsie N. Flug
Title: _____

1/30/2024
Date

ATTEST:

Tamara M. Miller
Printed Name: Tamara M. Miller
Title: Clerk-Treasurer

1/30/2024
Date

"FERDINAND"

TOWN COUNCIL OF THE
TOWN OF FERDINAND, INDIANA

By Kenneth J. Sicard
KENNETH J. SICARD, President

2/5/2024
Date

ATTEST:

Tamara M. Miller
TAMARA M. MILLER, Clerk-Treasurer