

Agenda

Thursday, September 19, 2024 8:48 AM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, SEPTEMBER 23, 2024
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP - \$3,334,892.83

Payroll - \$462,062.15

Minutes: September 9, 2024

Appointment to Crawfordsville Library Board - Steven Parke

OCRA Grant Document For Alamo Gym Demolition:

- o IDEM Review
- o Montgomery County Four-Factor Analysis

Purple Heart Parkway Extension Project Change Order #2 Decrease -(\$83,802)

LOCAL DISASTER EMERGENCY DECLARATION: COUNTY-WIDE BURN BAN Effective September 19, 2024

NEW BUSINESS

Award Bridge Scour Bids

Award Courthouse Renovation Project Bids

DLZ Supplemental 2 Contract Amendment - Courthouse Renovation Project

Approve Notice to Bidders - Thomas K. Milligan Justice Center Access

Improvements Project

Update on the Status of the Plan for Elected Officials Retirement

ORDINANCES

RESOLUTION

Resolution 2024-21 Acceptance of the Preliminary Engineering Report from DES Engineering, LLC for the Alamo Gymnasium

Resolution 2024-22 Declaration of Intent to Provide Matching Funds for the Alamo Gymnasium Project OCRA Grant Program

Resolution 2024-23 Authorizing the Lease of County Farm, Authorizing Solicitation

of Bids, Appointing Appraisers and Approving Form of Lease
Resolution 2024-24 Montgomery County Courthouse Lease Rental Bonds

OTHER BUSINESS

ADJOURNMENT

****Next meeting Monday, October 14, 2024 @ 8am****

Agenda Memo

Thursday, September 19, 2024 8:48 AM

AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, SEPTEMBER 23, 2024
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP - \$
Payroll - \$

Minutes: September 9, 2024

Appointment to Crawfordsville Library Board - Steven Parke

Phil Littell retired from the Crawfordsville District Library Board after 12 years of service. The Crawfordsville District Library Board has recommended appointing Steven Parke to fill the vacancy. His term would run from July 1, 2024 to June 30, 2028.

OCRA GRANT Document For Alamo Gym Demolition:

- **IDEM Review-** *Memorializes grantees responsibility to follow IDEM requirements.*
- **Montgomery County Four-Factor Analysis-** *Guard for determining which language assistance measures will be undertaken to guarantee access to the OCRA Blight Clearance project by Limited English Proficient (LEP) persons.*

Purple Heart Parkway Extension Project Change Order #2 Decrease -(\$83,802)

Due to a pavement design change, a layer of stone used for the subbase under the pavement was substituted with a cheaper stone material. This material substitution created a credit for the project.

LOCAL DISASTER EMERGENCY DECLARATION COUNTY-WIDE BURN BAN - EFFECTIVE 9-19-24

It has been determined that due to the countywide drought conditions, the County is at a risk of widespread fire hazards. ALL of the following activities are prohibited: campfires, and other recreational fires, open burning of any kind using conventional fuel such as wood, or other combustible matter, with exception of grills fueled by charcoal briquettes or propane.

NEW BUSINESS

Award Bridge Scour Bids, Notice to Proceed & Award LPA Consulting Contract

Highway Director Jake Lough: "Award Scour protection bid for the following bridges No. 9, 14, 25, 95, 127, 134, 136, 174, 197. The 3 bids received are Milestone \$1,199,395, Morphy \$2,348,440, and Conexco \$623,700. It is my recommendation to accept and award Conexco the bid. Engineer estimate was \$700,000 and cumulative bridge will used to pay for the project.

Notice to proceed- authorization to give Conexco the permission to notice to proceed on scour protection.

LPA- Consulting contract this is the approved INDOT boilerplate contract for Right of way services on bridge #66 (300 S east of 136) not to exceed \$10,610. This is an 80/20 grant so county cost would be \$2,122."

Award Courthouse Renovation Project Bids - Engineers Estimate \$5,055,496

DLZ Architect Henry Stellema has reviewed the four following bids received for the project:

- Spencer Construction Base Bid \$4,448,000; Alt1-\$92,000; Alt 2-\$38,000; Alt 4-\$98,000*
- J.R. Kelly Company Base Bid \$4,398,000; Alt 1-\$22,000; Alt 2-\$75,000; Alt 4- \$91,000*
- Berglund Construction Company Base Bid \$4,873,281; Alt 1-\$19,315; Alt 2-\$6,241; Alt 4-\$67,442*
- Brant Construction Base Bid \$5,311,000 Alt 1-\$34,000; Alt 2-\$80,000; Alt 4-\$99,000.*

Mr. Stellema stated upon DLZ's review of the bid provided by J.R. Kelly Company, Inc., it appears to meet the requirements set forth in the bidding documents. The combined bid of base bid plus alternates #1, #2, and #4 is below DLZ's estimate of \$5,055,496.

DLZ Supplemental 2 Contract Amendment - Courthouse Renovation Project

From DLZ: Our original fee of \$132,000 for the exterior renovation was based on a hard cost construction budget of \$1.5M to \$2.0M. This represents a fee between 8.8% and 6.6%. As we progressed in the design, additional items were identified that more than doubled the hard cost construction budget. We believe a fee of 7.7% (average of fee range) of the hard cost construction budget is fair and reasonable.

DLZ proposes an additional hourly fee not to exceed \$176,000. This will be for the additional effort spent during design and our time through the end of construction administration as described in our original agreement dated June 1, 2022. With the requested increase, the total fee would be \$353,000 for the exterior and interior design services for the project. This requested increased total fee represents 7.7% of the apparent low bid of \$4,586,000.

From Staff: The additional fee is proposed to be paid from the bond proceeds, if possible.

Notice to Bidders - Thomas K. Milligan Justice Center Access Improvements Project

The Thomas K. Milligan Justice Center Access Improvements Project goal is to make accessibility-related improvements for the property based on needs identified in the County's Americans with Disabilities Act Self-Evaluation and Transition Plan and operational and maintenance needs for the project site. This work will include construction of accessible parking spaces, replacement of existing sidewalks and exterior stairs, renovation of concrete stoops/porches and canopies at both front and rear entrances and limited electrical and security work to increase accessibility for visitors and staff.

Update on the Status of the Plan for Elected Officials Retirement

County Administrator will report his findings from INPRS and other retirement sources.

ORDINANCES

RESOLUTION

Resolution 2024-21 Acceptance of the Preliminary Engineering Report from DES Engineering, LLC for the Alamo Gymnasium

A Preliminary Engineering Study is an OCRA requirement to apply for funding. The resolution formally accepts the DES Preliminary Engineering Report.

https://www.montgomerycounty.in.gov/egov/documents/1726765409_44792.pdf

Resolution 2024-22 Declaration of Intent to Provide Matching Funds for the Alamo Gymnasium

The County will be applying for an OCRA Grant funding. The resolution declares the County's intent to utilize \$188,450 of local funds from the County's General Fund for the required matching funds.

Resolution 2024-23 Authorizing the Lease of County Farm, Authorizing Solicitation of Bids, Appointing Appraisers and Approving Form of Lease

Approves lease of county farm, notice for solicitation of bids, appoints Sherri Bentley & Marc Bonwell as appraisers to determine the fair rental value of the County Farm.

Resolution 2024-24 Montgomery County Courthouse Lease Rental Bonds

OTHER BUSINESS

ADJOURNMENT

****Next meeting Monday, October 14, 2024 @ 8am****

Claims: AP

Thursday, September 19, 2024 8:48 AM

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
A. E. Woodall	1202	Surveyor's Corner Prerequisite	30050	0006	County Surveyor	225949	4,441.63	508	Land Surveying
Alamo Clerk Treasurer	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225975	272.12	July 2024 Wheel & Surtax	Wheel/Surtax
Alamo Clerk Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225983	241.71	2025R8 D1	Riverboat
Alamo Clerk Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225989	208.92	2024-09LITCS	Sept 24 LITCS
Alamo Clerk Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	225989	208.83	2024-09LITPSAP	Sept 24 LITPS
Amazon Capital Services, Inc	1000	General	24201	0003	County Treasurer	226119	251.58	11QR-VJHV-AAVZ-CR1M3V-VXVA-WRVM-1M3V-VXVA-WTC1	A38UKUTAHUMQGO
Amazon Capital Services, Inc	1000	General	30127	9655	Emergency Response	225950	60.00	1RXP-TK3L-H65C-Actt A38UKUTAHUMQGO	Laptop screen
Amazon Capital Services, Inc	1161	Local Public Health Svcs GPHC	24202	0610	Health Dept	226019	71.55	1YCX-OMGH-VPTN-Actt A38UKUTAHUMQGO	TONER
Amazon Capital Services, Inc	1168	Local Health Maintenance	24202	0610	Health Dept	226019	402.59	1YCT-CNL7-HXMT-Actt A38UKUTAHUMQGO	Trif ball/hitch
Amazon Capital Services, Inc	9117	2024 Family Recovery Ct Grant	20064	0235	Probation	225950	479.56	1XPX-M13Q-JHLV-Actt A38UKUTAHUMQGO	Health/Beauty pr
Amazon Capital Services, Inc	9117	2024 Family Recovery Ct Grant	21919	0235	Probation	225950	154.66	1XPX-M13Q-JHLV-Actt A38UKUTAHUMQGO	Books/Keychains
Amazon Capital Services, Inc	9157	2024 PSC Family Recovery Court	21919	0235	Probation	225950	209.21	1XPX-M13Q-JHLV-Actt A38UKUTAHUMQGO	Cookware
Amazon Capital Services, Inc	9157	2024 PSC Family Recovery Court	21919	0235	Probation	225950	209.21	1XPX-M13Q-JHLV-Actt A38UKUTAHUMQGO	Cookware
American Eagle Holdings LLC	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	226077	60.00	WO 00137089	Windsheild
Angela Swayay	1000	General	30500	0660	4-D Program (Child Support)	226020	230.07	Out of State Service	reimb
Arab	1000	General	30073	0313	Building Maintenance	226021	125.00	41080 Actt 20289	Perimeter
Arab	1000	General	30073	0313	Building Maintenance	226021	275.00	41118 Actt 20287	Perimeter
Arab	1000	General	30073	0313	Building Maintenance	226021	125.00	41118 Actt 20287	Perimeter
Area 30 Career Center	1176	Motor Vehicle Highway	33500	0529	County Highway	039521	2,000.00	40992 Actt 20289	4th Weed
Asphalt Materials Inc	1169	Local Road And Street	24201	0271	Public Defender	225951	108.17	09032024 CDL-B	hall
Asphalt Materials Inc	1169	Local Road And Street	24235	0529	County Highway	039522	31,117.53	53383	Overtime Letter
Asphalt Materials Inc	1169	Local Road And Street	24235	0529	County Highway	039522	31,117.53	8013352411	AE-150
AT & T	1176	Motor Vehicle Highway	30035	0529	County Highway	039438	1,117.43	AMER-22-202405-20-0325	AE-150
AT&T Mobility	1176	Motor Vehicle Highway	30035	0529	County Highway	039438	409.36	28730331322TX09012024	Repairs
AutoZone, Inc	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	039523	47.58	2609907801	Wiper Blades
Banning Engineering	2600	Drain Construction/Reconst	65000	0006	County Surveyor	226022	4,250.00	2409024	Maxwell
Barb Felner	9190	FY24 DOC PROBATION GRANT	30001	0235	Probation	226023	146.02	POPAI Fall Conference	Milage
Blankenship Auto Care Inc	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	226078	748.00	128846	Tires
Bob Barker Co Inc	1000	General	20007	0380	Jail	226079	34.92	INV2054042	Shirts, sand ZXL
Bob Barker Co Inc	1000	General	20007	0380	Jail	226079	214.50	INV2055689	Clothing
Bob Barker Co Inc	1000	General	20005	0380	Jail	226079	109.28	INV2056779	Hygiene Products
Bob Barker Co Inc	1000	General	20007	0380	Jail	226079	71.73	INV2057697	Clothing
Booth Machinery Sales Inc	1176	Motor Vehicle Highway	23523	0529	County Highway	226080	1.11	158381	parts
Brown Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225990	3,114.67	4203-09LITCS	Sept 24 LITCS
CenterPoint Energy	1000	General	30035	0000	No Department	225990	917.44	072024-082024	13023910-6
CenterPoint Energy	1000	General	30035	0000	No Department	225990	98.53	072024-082024	13176025-6
CenterPoint Energy	1000	General	30035	0000	No Department	225990	22.77	072024-082024	12921105-8
CenterPoint Energy	1000	General	30035	0000	No Department	225990	283.90	071624-081524	13054322-6
CenterPoint Energy	1176	Motor Vehicle Highway	30035	0529	County Highway	225991	48.05	072024-082024	13054322-5
Central Communications Center	7331	LIT Public Safety Fund	50000	0002	County Auditor	225991	83,021.33	2024-09LITPSAP	Sept 24 LITPS
Cindy Smaltz and Crew	1000	General	30028	0011	Cnty Coop Extension Svcs	226024	120.00	14 Purdue Ext	Aug cleaning
Cintas Corporation Loc #366	1176	Motor Vehicle Highway	30028	0529	County Highway	226081	174.40	4204092839	uniforms ch
Cintas Corporation Loc #366	1176	Motor Vehicle Highway	22033	0529	County Highway	226081	189.46	4203116590	uniforms ch
Cintas Corporation Loc #366	1176	Motor Vehicle Highway	22033	0529	County Highway	226081	172.87	4203874189	uniforms ch
Civilcon	1135	Cumulative Bridge	60022	0306	Engineering	039440	27,550.00	24-54-182-3	Brldg 182 082024
Clark Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225992	1,797.08	2024-09LITCS	Sept 24 LITCS
Clark Truck Equipment Co Inc	1176	Motor Vehicle Highway	44500	0529	County Highway	226082	2,948.00	J1109	install
Coal Creek Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225993	2,581.75	2024-09LITCS	Sept 24 LITCS
Comcast	4900	Central Comms Center	30148	0303	Communications Dept (Rad	039441	126.25	8529200760170347	091324-101224
Comcast	4900	Central Comms Center	30148	0303	Communications Dept (Rad	039441	119.85	852920076008935	091124-101024
Comerica Bank	5100	Payroll Clearing	00023	0000	No Department	039441	2,483.93		DDCI-SHERIFF
Comerica Bank	5100	Payroll Clearing	00023	0000	No Department	039441	2,527.79		DDCI-SHERIFF
Comerica Bank	5100	Payroll Clearing	00023	0000	No Department	039441	2,673.85		DDCI-SHERIFF

September 23, 2024 Claims Docket

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
Comerica Bank	5100	Payroll Clearing	60023	0000	No Department		2,602.45		DDCI-SHERIFF
Comerica Bank	5100	Payroll Clearing	60023	0000	No Department		2,602.94		DDCI-SHERIFF
Comerica Bank	5100	Payroll Clearing	60023	0000	No Department		2,560.04		DDCI-SHERIFF
Comprehensive Behavioral	1000	General	30054	0201	Superior Court #1	226083	2,925.00	1811	GB
Constellation New Energy Gas D	1000	General	30035	0000	No Department	225952	1,094.38	4116164	BC-165082
Constellation New Energy Gas D	1000	General	30035	0000	No Department	225952	5.49	4116166	BC-165083
Constant Health Solutions	2100	Supplemental Adult Prob Svcs	30152	0235	Probation	225953	5,861.96	FS-2595-0083124	Chem Testing
Cordant Health Solutions	9157	2024 PSC Family Recovery Court	30152	0235	Probation	225953	225.94	FS-2595-0083124	Chem Testing
CPI/Guardian	1170	LIT Public Safety-Cnty Share	20001	0380	Jail	039524	859.90	2635	Board/Film
Crawfordsville Ck Treasurer	6020	Wheel Taw/Surtax Combined	31200	0002	County Auditor	225976	21,855.55	July 2024 Wheel & Surtax	Wheel/Surtax
Crawfordsville Ck Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225964	59,716.39	2025RB DT	Riverboat
Crawfordsville Ck Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225994	305,724.25	2024-09LITCS	Sept 24 LITCS
Crawfordsville Ck Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	225994	298,229.17	2024-09LITPSAP	Sept 24 LITCS
Crawfordsville Public Library	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225995	53,936.50	2024-09LITCS	Sept 24 LITCS
Crawfordsville Utilities	1000	General	30035	0000	No Department	039423	1,900.65	070824-080724	4.12453.00
Crawfordsville Utilities	1000	General	30035	0000	No Department	039442	173.19	51285500	071724-081924
Crawfordsville Utilities	1176	Motor Vehicle Highway	30035	0529	County Highway	039423	115.18	070824-080724	4.12433.00
Darlington Clerk Treasurer	1134	Covered Bridge	60001	0529	County Highway	226025	1,850.00	090524	Covered Bridge
Darlington Clerk Treasurer	6020	Wheel Taw/Surtax Combined	31200	0002	County Auditor	225977	1,167.47	July 2024 Wheel & Surtax	Wheel/Surtax
Darlington Clerk Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225965	2,603.85	2025RB DT	Riverboat
Darlington Clerk Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225996	4,422.42	2024-09LITCS	Sept 24 LITCS
Darlington Clerk Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	225996	4,314.00	2024-09LITPSAP	Sept 24 LITCS
Darlington Public Library	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225997	2,449.83	2024-09LITCS	Sept 24 LITCS
Directv	1170	LIT Public Safety-Cnty Share	30017	0005	County Sheriff	039443	180.98	028102060x240902	Sept 2024 tests
Disa Global Solutions Inc	1176	Motor Vehicle Highway	30139	0529	County Highway	039525	1,282.30	2624989 Acct 102842-75884	
DPatrick Ford	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	226084	349.43	25034	
Duke Energy	1176	Motor Vehicle Highway	30035	0529	County Highway	039444	13.59	910122713223	Unpaid Tolls
FDOT	1170	LIT Public Safety-Cnty Share	21001	0005	County Sheriff	039424	42.09	127576424	
Foster Farm Drainage	2700	Drainage Maintenance	65176	0006	County Surveyor	226026	2,505.00	1680	Detchon-Adams
Franklin Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225998	1,296.08	2024-09LITCS	Sept 24 LITCS
Frontier	4900	General Comms Center	30148	0303	Communications Dept (Rad	039445	51.13	76543692010801937	090124-093024
Gasoline Equip	1176	Motor Vehicle Highway	44500	0529	County Highway	039526	2,269.84	219084	pump
Gillman Home Center	1000	General	20101	0380	Jail	039527	1,680.68	2408-042756	Softener salt
Globe Life Attn: LN Worksite	5100	Payroll Clearing	60026	0000	No Department		3,499.44	48606	
Gobel Justice & Pyle, LLC	1000	General	30115	0271	Public Defender	225954	360.00	709	PD Contract
Gordon Food Service	1170	LIT Public Safety-Cnty Share	20004	0380	Jail	039528	4,940.31	9013425221	Food
Gordon Food Service	1170	LIT Public Safety-Cnty Share	20004	0380	Jail	039528	5,572.28	901374481	Food
Gordon Food Service	1170	LIT Public Safety-Cnty Share	20004	0380	Jail	039528	234.94	9013675823 Cust 695220014	non-food
Gordon Food Service	1170	LIT Public Safety-Cnty Share	20004	0380	Jail	039528	5,832.56	9013675797 Cust 695220014	food
H & M Plumbing LLC	4900	Central Comms Center	30400	0303	Communications Dept (Rad	226085	234.00	2916	Sewer cleaning
Haley's Lock Safe & Key	1170	LIT Public Safety-Cnty Share	30500	0005	County Sheriff	226086	125.00	130398	cylinder
Haley's Lock Safe & Key	1170	LIT Public Safety-Cnty Share	30500	0005	County Sheriff	226086	24.03	130472	lubricant
IDEXX Laboratories, Inc	1168	Local Health Maintenance	21925	0610	Health Dept	039529	3,134.74	3159067196	blower mtr call
Imperial Dade	1000	General	21850	0313	Building Maintenance	039530	514.18	7316398-00	water lab supls
Imperial Dade	1000	General	21850	0313	Building Maintenance	039530	124.13	7322460-00	dining supplies
Imperial Dade	1000	General	21850	0313	Building Maintenance	039530	383.23	7322461-00	dining supplies
Imperial Dade	1000	General	21850	0313	Building Maintenance	039530	515.70	7322461-01	dining supplies
Imperial Dade	1170	LIT Public Safety-Cnty Share	20001	0380	Jail	039530	985.10	7322392-00	Trash Liner/TP
Ind Dept Of Workforce Developm	1000	General	12090	0068	County Commissioners		1,565.00	1769910165	
Indiana American Water Co.	1000	General	30035	0000	No Department		248.88	071824-082024	10102100606232619
Indiana American Water Co.	1000	General	30035	0000	No Department		57.12	071924-081624	1010210070454559
Indiana American Water Co.	1000	General	30035	0000	No Department		390.26	071824-081924	10102100606105236

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
Indiana Office Of Technology	1000	General	33500	0379	Security Center	039425	299.30		August 2024
Indiana State Collection Unit	5100	Payroll Clearing	00022	0000	No Department		978.00	5715834	DDCI-CHILD SUP
Internal Revenue Service	1000	General	12000	0068	County Commissioners		4,928.60		DDCI-FICA-MED
Internal Revenue Service	1000	General	12000	0068	County Commissioners		21,074.02		DDCI-FICA-SS
Internal Revenue Service	1159	Health	12000	0610	Health Dept		162.96		DDCI-FICA-MED
Internal Revenue Service	1159	Health	12000	0610	Health Dept		696.82		DDCI-FICA-SS
Internal Revenue Service	1161	Local Public Health Svcs GPHC	12000	0610	Health Dept		49.61		DDCI-FICA-MED
Internal Revenue Service	1176	Motor Vehicle Highway	12000	0529	County Highway		212.09		DDCI-FICA-SS
Internal Revenue Service	1176	Motor Vehicle Highway	12000	0529	County Highway		845.49		DDCI-FICA-MED
Internal Revenue Service	1189	Recorder's Records Perpet	12000	0004	County Recorder		3,615.22		DDCI-FICA-SS
Internal Revenue Service	1222	Statewide 911	12005	0303	County Recorder		5.22		DDCI-FICA-MED
Internal Revenue Service	1235	Statewide 911	12005	0303	Communications Dept (Rad)		194.53		DDCI-FICA-MED
Internal Revenue Service	1235	LIT PSAP	12005	0303	Communications Dept (Rad)		831.80		DDCI-FICA-SS
Internal Revenue Service	1235	LIT PSAP	12005	0303	Communications Dept (Rad)		300.16		DDCI-FICA-MED
Internal Revenue Service	5100	Payroll Clearing	00012	0000	Communications Dept (Rad)		1,283.49		DDCI-FICA-SS
Internal Revenue Service	5100	Payroll Clearing	00010	0000	No Department		37,529.87		DDCI-FED TAX
Internal Revenue Service	5100	Payroll Clearing	00013	0000	No Department		6,486.59		DDCI-FICA-MED
Interstate Billing Service Inc	1176	Motor Vehicle Highway	33450	0529	No Department		27,735.76		DDCI-FICA-SS
Invoice Cloud, Inc.	1000	General	30200	0003	County Highway	039531	1,201.45	3038514019	parts
Invoice Cloud, Inc.	1191	Riverboat	31123	0068	County Highway	226028	15.00	339-2024_8	Ach reject
Jance Parada	4931	Comms Tax Sale	50001	0002	County Treasurer	226028	0.40	339-2024_1	paperless
Jance Parada	4931	Comms Tax Sale	31204	0002	County Commissioners	229955	100.00	Topline Order 15659250	Reimb
Jared Kirby	1191	Riverboat	31123	0068	County Auditor	039446	3,006.00	542300052	Cert Sale Redeem
Jason Morrison	1170	LIT Public Safety-Cnty Share	24201	0005	County Auditor	039446	250.60	542300052	Interest
Joseph M Ellis	1000	General	30500	0012	County Sheriff	039532	65.00	09032024	Business Cards
Joseph Pierre Niyonzima	4931	Comms Tax Sale	50001	0002	Veterans Service Officer	226029	111.22	0843728 Jffy Lube	Reimb
Joseph Pierre Niyonzima	4931	Comms Tax Sale	31204	0002	County Auditor	039447	10,697.50	542300042	Cert Sale Redeem
Journal Review	4159	Zoning Fee Fund	30079	0312	County Auditor	039447	1,031.50	542300042	Interest
Keystone Cooperative	1000	General	21000	0006	Building Dept (Permits)	226030	53.80	ID 1521 Bld/Zone Admin	PUBLIC HEARING
Keystone Cooperative	1159	Health	21001	0610	Building Dept (Permits)	226030	55.30	ID 1522 Bld/Zone Admin	PUBLIC HEARING
Keystone Cooperative	1159	Health	21001	0610	County Surveyor	225957	71.51	9120026 Acct 2036590	Fuel
Keystone Cooperative	1176	Motor Vehicle Highway	23000	0529	County Assessor	226031	31.96	6381 Acct 2036391	Fuel
Keystone Cooperative	1224	Reassessment	22010	0008	Health Dept	226031	32.93	98896 Cust 2036365	Fuel
Ladoga Clerk Treasurer	7303	Wheel Tax/Surax Combined	31200	0002	Health Dept	226031	72.52	4671 Cust 2036365	Fuel
Ladoga Clerk Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Highway	226031	8,493.19	Multi Acct 2036400	Fuel August 24
Ladoga Clerk Treasurer	7331	LIT Public Safety Fund	50000	0002	County Assessor	226031	38.56	3699 Acct 2036391	Fuel
Ladoga Public Library	7330	LIT Certified Shares Fund	50000	0002	County Auditor	225978	1,700.23	July 2024 Wheel & Surtax	Wheel/Surax
Law Office of Melissa Garten	1000	General	30065	0271	County Auditor	225966	3,958.88	2025RB D1	Riverboat
Legal Shield	5100	Payroll Clearing	00021	0000	County Auditor	225966	6,491.42	2024-09LITCS	Sept 24 LITCS
Lincoln Park Stone	1135	Cumulative Bridge	24202	0529	County Auditor	225999	6,332.25	2024-09LITPSAP	Sept 24 LITCS
Lincoln Park Stone	1135	Cumulative Bridge	24202	0529	County Auditor	226000	1,914.33	2024-09LITCS	Sept 24 LITCS
Lincoln Park Stone	1173	MVH Restricted Fund	20015	0529	County Auditor	225958	1,500.00	September 2024	PD Contract
Lincoln Park Stone	1173	MVH Restricted Fund	20015	0529	County Auditor	225958	77.70	112692	
Linden Public Library	7330	LIT Certified Shares Fund	50000	0002	No Department	226087	1,526.40	228331	rip rap
Macalister Machinery Co., Inc	1176	Motor Vehicle Highway	23523	0529	County Highway	226087	2,035.68	228361	rip rap
Madison Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Highway	226087	2,598.56	228445	rip rap
McCready & Keene	5100	Payroll Clearing	00030	0000	County Highway	226087	296.10	228496	#8 rock
					County Auditor	226001	2,964.58	2024-09LITCS	Sept 24 LITCS
					County Auditor	039533	199.55	P8870925 Acct 4903000	glass
					County Auditor	226002	4,631.00	2024-09LITCS	Sept 24 LITCS
					No Department		230.77		DDCI-SHROTH %

September 23, 2024 Claims Docket

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
McCready & Keene	5100	Payroll Clearing	00023	0000	No Department		129.81		DDCl-SHERVOL%
McCready & Keene	5100	Payroll Clearing	00023	0000	No Department		1,671.85		DDCl-SHERVOL
McCready & Keene	5100	Payroll Clearing	00051	0000	No Department		178.43		DDCl-CM457%
McCready & Keene	5100	Payroll Clearing	00030	0000	No Department		300.00		DDCl-SHROTH
McKesson Medical-surgical	8109	Community Vaccine Grant 93.268	24202	0610	Health Dept	226088	3,315.94	25232036	exam table
Meyer Law Office	1000	General	30065	0271	Public Defender	225959	1,666.66	September 2024	PD Contract
Midwest ECS LLC	1176	Motor Vehicle Highway	30194	0529	County Highway	226032	140.00	NW-1472	Monthly inspect
Mike Spencer	9118	2024 Veterans Treatment Ct Grt	30173	0235	Probation	226033	500.00	August 24	Mentor Svcs
Mike Spencer	9118	2024 Veterans Treatment Ct Grt	30187	0235	Probation	226033	51.19	4190000051598	toner
MJ Hydraulics LLC	1176	Motor Vehicle Highway	33450	0529	County Highway	039534	219.00	5965	repair
Mont Cnty Treasurer	1000	General	50003	0001	Clerk of Circuit	226089	3,383.00	Papers Served	AA24000093 2023
Mont Cnty Treasurer	1000	General	50010	0002	County Auditor	039437	865.22	07-32-444-070-000-030	DDCl-HSASaving
Mont Cnty Treasurer	1000	General	12065	0068	County Commissioners		4,942.80		DDCl-HSASaving
Mont Cnty Treasurer	1176	Motor Vehicle Highway	12065	0529	County Highway		750.10		DDCl-HSASaving
Mont Cnty Treasurer	1222	Statewide 911	12065	0303	Communications Dept (Rad		144.25		DDCl-HSASaving
Mont Cnty Treasurer	1235	LIT PSAP	12065	0303	Communications Dept (Rad		480.80		DDCl-HSASaving
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	476.52	10-02-300-016-001-025	Cost of sale
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	6.88	10-02-300-016-001-025	Fall penalties
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	33.31	10-02-300-016-001-025	23p24 spring tax
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	3.33	10-02-300-016-001-025	23p24 spring SA
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	(476.52)	10-02-300-016-001-025	Void Docket Ck
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	(6.88)	10-02-300-016-001-025	Void Docket Ck
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	(33.31)	10-02-300-016-001-025	Void Docket Ck
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039434	(3.33)	10-02-300-016-001-025	Void Docket Ck
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039436	300.99	10-02-300-016-001-025	cert sale redeem
Mont Cnty Treasurer	4931	Comms Tax Sale	50001	0002	County Auditor	039436	(350.99)	10-02-300-016-001-025	Void Docket Ck
Mont Cnty Treasurer	5100	Payroll Clearing	00027	0000	No Department		3,123.76		DDCl-HSA-YOL
Mont Cnty Treasurer	5100	Payroll Clearing	00024	0000	No Department	039430	236.43	10-03-400-072-000-025	Property tax
Mont Cnty Treasurer	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225979	115,839.07	July 2024 Wheel & Surtax	Wheel/Surtax
Mont Cnty Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225967	59,547.93	202586 D1	Riverboat
Mont Cnty Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226003	390,526.07	2024-09LITCS	Sept 24 LITCS
Mont Cnty Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	226003	380,951.75	2024-09LITPSAP	Sept 24 LITPS
Montgomery Co Education Founda	7301	Ed Plates Fees	50000	0002	County Auditor	226034	18.75	Education Plate 07/2024	S Montgomery
Montgomery Co Education Founda	7301	Ed Plates Fees	50000	0002	County Auditor	226034	18.75	Education Plate 07/2024	N Montgomery
Montgomery Co Education Founda	7301	Ed Plates Fees	50000	0002	County Auditor	226034	18.75	Education Plate 07/2024	Crawfordsville
Montgomery County Clerk	5100	Payroll Clearing	00024	0000	No Department	039431	217.50	54D01-2208-CC-000729	DDCl-GARN
Montgomery County Probation	1148	Drug Free Community	30132	0610	Health Dept	039426	8,818.91	PO Field Safety	LCC Mini Grant
Montgomery County Probation	9126	2025 MCDPFC (LCC GRANT)	30179	0235	Probation	039535	112.00	08312024	Chem Testing
Montgomery County Probation	9126	2025 MCDPFC (LCC GRANT)	30179	0235	Probation	039535	112.00	08312024	testing
Motion Industries Inc	4925	Finger Printing	24202	0379	Security Center	039536	233.84	IN50-00867253	pull access
Motion Industries Inc	4925	Finger Printing	24202	0005	County Sheriff	039536	2.00	IN50-00867253	pull access
Municipal Emergency Services	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	226090	75.45	IN2112285	Roberts
N Print LLC	1170	LIT Public Safety-Cnty Share	30800	0005	County Sheriff	226091	16.25	95826	Woodard badge
Napa Auto Parts	1176	Motor Vehicle Highway	20001	0380	Jail	226092	61.99	902714	Evercraft
Napa Auto Parts	1176	Motor Vehicle Highway	23523	0529	County Highway	226092	0.62	902861	parts
Napa Auto Parts	1176	Motor Vehicle Highway	23523	0529	County Highway	226092	207.94	902945	parts
Napa Auto Parts	1176	Motor Vehicle Highway	23523	0529	County Highway	226092	28.24	903170	parts
Napa Auto Parts	1176	Motor Vehicle Highway	23523	0529	County Highway	226092	10.03	903500	parts
Napa Auto Parts	1176	Motor Vehicle Highway	23523	0529	County Highway	226092	23.44	903762	parts
Napa Auto Parts	1176	Motor Vehicle Highway	23523	0529	County Highway	226092	42.50	903771	parts
Nationwide	5100	Payroll Clearing	00015	0000	No Department		3,971.62	006252001	Wheel/Surtax
New Richmond Ck Treasurer	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225980	669.59	July 2024 Wheel & Surtax	Wheel/Surtax
New Richmond Ck Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225968	1,131.63	202586 D1	Riverboat

September 23, 2024 Claims Docket

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
New Richmond Ck Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226004	2,764.25	2024-09LITCS	Sept 24 LITCS
New Richmond Ck Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	226004	2,696.50	2024-09LITSPAP	Sept 24 LITCS
New Ross Ck Treasurer	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225981	595.83	July 2024 Wheel & Surtax	Wheel/Surtax
New Ross Ck Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225989	1,131.63	2025RBD D1	Riverboat
New Ross Ck Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226005	1,253.67	2024-09LITCS	Sept 24 LITCS
New Ross Ck Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	226005	1,222.92	2024-09LITSPAP	Sept 24 LITCS
Patrick Gilliland	9190	FY24 DOC PROBATION GRANT	30001	0235	Probation	226035	146.02	POPPI Fall Conference	Mileage
Peters Franklin, LTD	1000	General	30019	0061	County Council	226036	3,439.69	16235	thru 08/22/24
Pre Trial Division	7457	Pre Trial Division	50000	0001	Clerk of Circuit	226093	4,000.00	Pretrial	August 2024
Public Empls Retirement Fd	1000	General	12020	0068	County Commissioners	226093	27,375.40		DDCI-INPRS
Public Empls Retirement Fd	1159	Health	12020	0610	Health Dept		1,190.75		DDCI-INPRS
Public Empls Retirement Fd	1161	Local Public Health Svcs CPHC	12020	0610	Health Dept		320.28		DDCI-INPRS
Public Empls Retirement Fd	1176	Motor Vehicle Highway	12020	0529	County Highway		6,894.31		DDCI-INPRS-HWY
Public Empls Retirement Fd	1222	Statewide 911	12005	0303	Communications Dept (Rad)		1,522.35		DDCI-INPRS
Public Empls Retirement Fd	1235	LIT PSAP	12005	0303	Communications Dept (Rad)		2,271.83		DDCI-INPRS
Public Empls Retirement Fd	5100	Payroll Clearing	00011	0000	No Department		1,846.70		DDCI-INPRS-HWY
Public Empls Retirement Fd	5100	Payroll Clearing	00011	0000	No Department		8,933.94		DDCI-INPRS
Public Empls Retirement Fd	5100	Payroll Clearing	00011	0000	No Department		521.94		DDCI-PERFVOL2
Public Empls Retirement Fd	5100	Payroll Clearing	00011	0000	No Department		2,908.11		DDCI-PERFVOL
Quality Correctional Care, LLC	1000	General	20003	0380	Jail	225960	1,157.32	INV10336	July 2024
Quality Correctional Care, LLC	1000	General	20003	0380	Jail	226037	19.78	INV10404	August 2024
Quality Correctional Care, LLC	1170	LIT Public Safety-Cnty Share	30118	0380	Jail	226037	1,650.00	INV10439	Aug Demol
Quill Corp	1000	General	24202	0271	Public Defender	226038	249.93	40459491 Acct 8511223	supplies
Quill Corp	1000	General	24202	0379	Security Center	225961	106.92	38759018 Acct 5501662	Pockets/envelope
Quill Corp	1000	General	24202	0379	Security Center	225961	44.49	38803228 Acct 5501662	Record book
Quill Corp	1000	General	24202	0379	Security Center	225961	33.03	38888829 Acct 5501662	Reinforcements
Quill Corp	1170	LIT Public Safety-Cnty Share	24201	0005	County Sheriff	226038	536.92	40167578 Acct 5501662	Misc
Quill Corp	1170	LIT Public Safety-Cnty Share	24201	0005	County Sheriff	226038	34.19	40206708 Acct 5501662	Misc
Quill Corp	1170	LIT Public Safety-Cnty Share	20450	0380	Jail	226038	233.00	40178626 Acct 5501662	comp books
Quill Corp	4900	Central Comms Center	24201	0303	Communications Dept (Rad)	226038	252.20	179500522 Acct 7279122	snacks/supplies
Quill Corp	4900	Central Comms Center	24201	0303	Communications Dept (Rad)	226038	35.11	40289247 Acct 7279122	cookies
Ray O'Herron Co Inc	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	226094	104.27	2363605	Roberts
Regions Corporate Trust	4601	NO APR MCGC 2021 BLDG CORP L/R	47384	0068	County Commissioners		183,575.00	BI 12577 0607208 JULY 2024	REGIONSRECONDEV
Regions Corporate Trust	4601	NO APR MCGC 2021 BLDG CORP L/R	59700	0068	County Commissioners		2,439.27	XFER CAP INT TO SINKING	REGIONSRECONDEV
Regions Corporate Trust	4862	ECON DEV 2021 TXBLE BD ISS EXP	59700	0700	Economic Development		24,000.08	XFER CAP INT TO SINKING	REGIONSRECONDEV
Regions Corporate Trust	4866	ROA 2022 BOND INT (TS)	59700	0701	Redevelopment		16,976.97	XFER CAP INT TO SINKING	REGIONSRECONDEV
Regions Corporate Trust	4867	ECON DEV 2022 TXBLE BDINT (TS)	59700	0700	Economic Development		22,212.91	XFER CAP INT TO SINKING	REGIONSRECONDEV
Regions Corporate Trust	4869	ECON DEV 2022 TXBLE SR (TS)	47384	0700	Economic Development		280,033.75	BI 13067 0607208 JULY 2024	REGIONSRECONDEV
Regions Corporate Trust	4870	ECON DEV 2021 TXBLE BOND (TS)	47384	0700	Economic Development		67,488.75	BI 12723 0607208 JULY 2024	REGIONSRECONDEV
Regions Corporate Trust	4897	RDC 2017 Bond P & I Fund	47384	0701	Redevelopment		283,821.25	BI 8824 0607208 JULY 2024	REGIONSRECONDEV
Reliable Exterminators, Inc	1000	General	30035	9655	Emergency Response	225962	60.00	374523 Acct 67281	July/Aug 2024
Ricoch Usa Inc	1000	General	24201	0003	County Treasurer	039427	32.03	5070041656	August 2024
Ricoch Usa Inc	1000	General	30143	0006	County Surveyor	039448	37.79	5070034446	072924-082824
Ricoch Usa Inc	1000	General	30016	0271	Public Defender	039448	298.41	5070041784	060124-083124
Ricoch Usa Inc	1000	General	30800	0312	Building Dept (Permits)	039448	79.21	5070017284	072424-082324
Ripley Township Trustee	2100	Supplemental Adult Prob Svcs	30016	0235	Probation	039448	74.65	5070041111	080124-083124
Running Supply Inc	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226006	2,937.17	2024-09LITCS	Sept 24 LITCS
Running Supply Inc	1176	Motor Vehicle Highway	23546	0529	County Highway	039537	47.45	1158383	blade
Running Supply Inc	1176	Motor Vehicle Highway	44518	0529	County Highway	039537	389.98	1153605	DU Wader
Running Supply Inc	1176	Motor Vehicle Highway	23523	0529	County Highway	039537	89.99	1155482	pump
Running Supply Inc	1176	Motor Vehicle Highway	23523	0529	County Highway	039537	29.99	1156619	switch
Running Supply Inc	1176	Motor Vehicle Highway	23523	0529	County Highway	039537	6.94	1155812	fitting
Sanders Funeral Care	1000	General	30022	0068	County Commissioners	226039	100.00	424-116-86	Vet Burial

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
Scott Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226007	1,857.75	2024-09LITCS	Sept 24 LITCS
South Washington St Realty Llc	1000	General	50011	0002	County Auditor	039449	46.79	10-08-200-061004-030	AC24000041 2023
South Washington St Realty Llc	1000	General	50010	0002	County Auditor	039449	4,757.84	10-08-200-061004-030	AC24000041 2023
Southeastern Equipment Co Inc	1176	Motor Vehicle Highway	23523	0529	County Highway	226095	238.18	C25354	parts
State Disbursement Unit	5100	Payroll Clearing	00022	0000	No Department	039432	324.44	FIPS 1704500/2019F000037	Doan
Stello Products	1176	Motor Vehicle Highway	23546	0529	County Highway	039538	1,025.00	38099	signs
Stensycle Inc.	4900	Central Comms Center	30050	0303	Communications Dept (Rad	039450	110.16	8008145022	
Sugar Creek Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226008	1,333.17	2024-09LITCS	Sept 24 LITCS
Suncrest Psychological Svc LLC	1170	LIT Public Safety-Cnty Share	30198	0005	County Sheriff	226096	600.00	241-2	EAP Services
Support Payment Cleaninghouse	5100	Payroll Clearing	00022	0000	No Department	039433	223.19	Alta#00772359600	Diels
Surb's Tire	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	039539	21.50	75417	Tire labor/Patch
Surb's Tire	1173	MVH Restricted Fund	21522	0529	County Highway	039539	47.50	75429	Tire repair
Surb's Tire	1173	MVH Restricted Fund	21522	0529	County Highway	039539	301.00	75438	Tire repair
Surb's Tire	1173	MVH Restricted Fund	21522	0529	County Highway	039539	301.00	75438	Tires
Susie Baker	2500	County User Fee	21919	0235	Probation	039540	650.00	101	Oct Rent TB
Taylor, Minnette, Schneider	1000	General	30230	0061	County Council	226040	2,385.25	23695	council
Taylor, Minnette, Schneider	1000	General	30230	0063	Drainage Board	226040	352.50	23690	Drainage
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	12,636.25	23681	Commissioners
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	329.00	23682	Plan Commis
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	211.50	23683	Sheriff
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	329.00	23684	Clerk
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	256.00	23691	Health Dept
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	141.00	23709	Zoning
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	235.00	23696	EMA
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	564.00	23698	Tort MH
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	70.50	23699	Recorder
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	164.50	23700	Building Corp
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	117.50	23703	Tort RG
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	611.00	23705	Tort JAL
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	188.00	23708	Tort ABH
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	47.00	22817	Tort BC
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	47.00	22820	Tort RG
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	164.50	22822	Tort JAL
Taylor, Minnette, Schneider	1000	General	30230	0068	County Commissioners	226040	141.00	23694	Solid Waste
Taylor, Minnette, Schneider	4020	Solid Waste Management Fund	30050	0506	Solid Waste	226018	141.00	23694	Solid Waste
Taylor, Minnette, Schneider	7304	Intlekeepers Tax	30079	0000	No Department	226040	1,010.50	23687	Visitors Commiss
TDS Telecom	4900	Central Comms Center	30148	0303	Communications Dept (Rad	039428	330.00	090124-093024	053-157-0911
Thomas Klein	1191	Riverboat	31123	0068	County Commissioners	226041	858.19	Travelodge Reimb	100424-100724
Town & County Homecenter Inc	1000	General	21850	0313	Building Maintenance	226097	469.00	158082	gov center
Town & County Homecenter Inc	1000	General	21850	0313	Building Maintenance	226097	8.64	377554	charge
Town & County Homecenter Inc	1000	General	21850	0313	Building Maintenance	226097	8.64	336548	charge
Town & County Homecenter Inc	1135	Cumulative Bridge	24202	0529	County Highway	226097	31.50	160224/1	osb
Town Of Linden	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225982	1,132.35	July 2024 Wheel & Surtax	Wheel/Surtax
Town Of Linden	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225970	2,403.85	202588 D1	Riverboat
Town Of Linden	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226009	2,943.17	2024-09LITCS	Sept 24 LITCS
Town Of Linden	7331	LIT Public Safety Fund	50000	0002	County Auditor	226009	2,871.08	2024-09LITSPAP	Sept 24 LUPS
Town Of New Market	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225983	877.29	July 2024 Wheel & Surtax	Wheel/Surtax
Town Of New Market	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225971	2,047.19	202588 D1	Riverboat
Town Of New Market	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226010	2,273.25	2024-09LITCS	Sept 24 LITCS
Town Of New Market	7331	LIT Public Safety Fund	50000	0002	County Auditor	225984	747.42	July 2024 Wheel & Surtax	Wheel/Surtax
Town Of Waveland	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225972	1,563.77	July 2024 Wheel & Surtax	Riverboat
Town Of Waveland	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225972	2,059.88	202588 D1	Riverboat
Town Of Waveland	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226011	1,257.42	2024-09LITCS	Sept 24 LITCS

Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Check	Amount	Invoice	Comment
Town Of Waveland	7331	LT Public Safety Fund	50000	0002	County Auditor	226011	1,226.58	2024-09LITPSAP	Sept 24 LITPS
TransUnion Risk & Alternatives	1170	LT Public Safety-Cnty Share	30017	0005	County Sheriff	039451	227.40	1045412-202408-1 Acct.1045412	August 2024 principal
Tri County Bank & Trust Loans	1235	LIT PSAP	47382	0303	Communications Dept (Rad	226042	8,796.43	801595-300	interest
Tri County Bank & Trust Loans	1235	LIT PSAP	47383	0303	Communications Dept (Rad	226042	1,750.68	801595-300	interest
Unifirst Corporation	1000	General	30075	0313	Building Maintenance	039452	70.39	1330197603	mail
Union Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226012	19,625.92		Sept 24 LITCS
US Aggregates Inc	1173	MVH Restricted Fund	20015	0529	County Highway	039541	980.16	12404869	#11 store
VA & F Financial, Inc	1000	General	30016	0201	Superior Court #1	039453	146.23	12405051	#11 store
Van Audsall & Farai, Inc	1159	Health	30050	0610	Health Dept	226043	112.32	620666	090124-093024
Waggoner, Irvin, Scheele &	1000	General	30081	0061	County Council	226044	190.00		Principal confit
Waggoner, Irvin, Scheele &	1000	General	30081	0061	County Council	226044	78.75	5120	SR confit
Walnut Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226013	1,370.25	2024-09LITCS	consult
Washington National Insurance	5100	Payroll Clearing	00028	0000	No Department	140083	1,400.83	P2463821	Sept 24 LITCS
Waveland Public Library	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226014	2,815.08	2024-09LITCS	090524-100224
Wayne Township Trustee	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226015	2,748.50	2024-09LITCS	Sept 24 LITCS
Waynetown Clerk Treasurer	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225985	1,511.81	July 2024 Wheel & Surtax	Wheel/Surtax
Waynetown Clerk Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225973	3,515.74	2025R8 D1	Riverboat
Waynetown Clerk Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226016	3,347.00	2024-09LITCS	Sept 24 LITCS
Waynetown Clerk Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	226016	3,265.00	2024-09LITPSAP	Sept 24 LITPS
West Side Tractor Sales	1173	MVH Restricted Fund	30194	0529	County Highway	226045	1,000.00	Y38476	Repair Deductible
Western Detention Products	1000	General	24202	0380	Jail	226098	155.50	20242054	key/keyway cut
Wex Bank	1170	LT Public Safety-Cnty Share	21000	0005	County Sheriff	039429	150.63	99359615	August 2024 Fuel
Will Psychology, LLC	1000	General	30054	0201	Superior Court #1	226099	1,958.33	381	CC
Windjammer Investment	2500	County User Fee	21919	0235	Probation	039542	623.00	1001	Sept&arrars KA
Wingate CLK Treasurer	6020	Wheel Tax/Surtax Combined	31200	0002	County Auditor	225986	437.92	July 2024 Wheel & Surtax	Wheel/Surtax
Wingate CLK Treasurer	7303	Riverboat Revenue Sharing	50000	0002	County Auditor	225974	867.95	2025R8 D1	Riverboat
Wingate CLK Treasurer	7330	LIT Certified Shares Fund	50000	0002	County Auditor	226017	2,147.58	2024-09LITCS	Sept 24 LITCS
Wingate CLK Treasurer	7331	LIT Public Safety Fund	50000	0002	County Auditor	226017	2,094.92	2024-09LITPSAP	Sept 24 LITPS
WTH Technology Inc	1176	Motor Vehicle Highway	30194	0529	County Highway	226046	1,200.00	31772	110124-103125
Zelis Claims	4700	Self Insurance	00033	0068	County Commissioners	225987	57,635.73	W/E 09/06/24	HB80024
Zelis Payments Holdings, LLC	1000	General	12660	0068	County Commissioners	225988	113.23	W/E 09/06/24	HB80024
Zippy Lube	1170	LT Public Safety-Cnty Share	30100	0005	County Sheriff	226100	40.00	276663	oil change
Zippy Lube	1170	LT Public Safety-Cnty Share	30100	0005	County Sheriff	226100	50.00	276770	oil change
Zippy Lube	1170	LT Public Safety-Cnty Share	30100	0005	County Sheriff	226100	40.00	276888	oil change
Zippy Lube	1170	LT Public Safety-Cnty Share	30100	0005	County Sheriff	226100	40.00	276962	oil change
Zippy Lube	1170	LT Public Safety-Cnty Share	30100	0005	County Sheriff	226100	50.00	277002	oil change
Zippy Lube	1170	LT Public Safety-Cnty Share	30100	0005	County Sheriff	226100	40.00	277148	oil change

TOTAL 3,334,893.83

Claims: Payroll

Thursday, September 19, 2024 8:48 AM

Printout

Friday, September 20, 2024 12:55 PM

Distribution Report - Employee Name/Budget Account Code
 Check Date: 09/20/2024 Normal

Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Sandusky, Kimberly H	0001 Clerk of Circuit	Salary	Commissioners	1000.11401.00000.0001	1,865.08
Kinnett, Patricia R	0001 Clerk of Circuit	Part Time	Commissioners	1000.11600.00000.0001	722.50
Custer, Lena K	0001 Clerk of Circuit	Salary	Commissioners	1000.11304.00000.0001	1,892.54
Sixberry, Sondra K	0001 Clerk of Circuit	Salary	Commissioners	1000.11100.00000.0001	1,987.08
Peebles, Angela M	0001 Clerk of Circuit	Salary	Commissioners	1000.11300.00000.0001	1,681.38
Cowan-Quinones, Carie J	0001 Clerk of Circuit	Part Time	Commissioners	1000.11103.00000.0001	751.68
Jett, Cassandra M	0001 Clerk of Circuit	Salary	Commissioners	1000.11204.00000.0001	1,351.62
Byers, Mindy K	0002 County Auditor	Salary	Commissioners	1000.11100.00000.0002	2,299.73
Andei, Jennifer J	0002 County Auditor	Salary	Commissioners	1000.11300.00000.0002	2,245.42
Pickett, Larissa J	0002 County Auditor	Part Time	Commissioners	1000.11168.00000.0002	597.00
Pond, Jonathan E	0002 County Auditor	Salary	Commissioners	1000.11702.00000.0002	1,452.50
Ratcliff, Nicole L	0002 County Auditor	Salary	Commissioners	1000.11503.00000.0002	1,712.62
Lovegrove, Taylor R	0002 County Auditor	Salary	Commissioners	1000.11602.00000.0002	1,452.50
Laffoon, Heather R	0003 County Treasurer	Salary	Commissioners	1000.11100.00000.0003	2,062.62
Pietsch, Rebecca L	0003 County Treasurer	Salary	Commissioners	1000.11300.00000.0003	1,753.19
Biggs, Morgan L	0003 County Treasurer	Salary	Commissioners	1000.11503.00000.0003	1,396.77
Weller, Mary J	0004 County Recorder	Part Time	Follow the Fund	1189.11168.00000.0004	742.50
Gann, April D	0004 County Recorder	Salary	Commissioners	1189.11300.00000.0004	1,329.89
Cox, Nancy L	0004 County Recorder	Salary	Commissioners	1189.11100.00000.0004	1,958.12
Hechinger, Robert J	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	334.11
Hechinger, Robert J	0005 County Sheriff	Salary	Commissioners	1170.11270.00000.0005	2,596.15
Brown, Brittany A	0005 County Sheriff	Salary	Commissioners	1170.11209.00000.0005	1,855.92
Rice, Anthony J	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	294.64
Rice, Anthony J	0005 County Sheriff	Salary	Commissioners	1170.11850.00000.0005	2,884.62
Redmon, Ethan M	0005 County Sheriff	Salary	Commissioners	1170.11355.00000.0005	2,596.15
Taylor, Michael G	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	208.80
Taylor, Michael G	0005 County Sheriff	Salary	Commissioners	1170.11937.00000.0005	2,884.62
Crull, Kevin M	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	604.45
Crull, Kevin M	0005 County Sheriff	Salary	Commissioners	1170.11934.00000.0005	3,000.00
Dale, Connie K	0005 County Sheriff	Salary	Commissioners	1170.11705.00000.0005	2,381.23
King, Travis M	0005 County Sheriff	Salary	Commissioners	1170.11274.00000.0005	3,173.08
Walsh, Todd P	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	304.92

Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Walsh, Todd P	0005 County Sheriff	Salary	Commissioners	1170.11938.00000.0005	2,769.23
French, Aaron D	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	975.36
French, Aaron D	0005 County Sheriff	Salary	Commissioners	1170.11022.00000.0005	2,884.62
Ellis, Dawn M	0005 County Sheriff	Salary	Commissioners	1170.11405.00000.0005	1,736.32
Kirby, Jared R	0005 County Sheriff	Salary	Commissioners	1170.11935.00000.0005	2,653.85
Minor, Jeremy K	0005 County Sheriff	Salary	Commissioners	1170.11507.00000.0005	2,653.85
Griffith-Watson, Jennifer A	0005 County Sheriff	Salary	Commissioners	1170.11275.00000.0005	2,653.85
Fullenwider, Benjamin D	0005 County Sheriff	Salary	Commissioners	1170.11905.00000.0005	2,769.23
Myers, Laren E	0005 County Sheriff	Salary	Commissioners	1170.11975.00000.0005	1,743.35
McCarty, Matt P	0005 County Sheriff	Salary	Commissioners	1170.11205.00000.0005	3,557.69
Jenkins Jr, Rodney L	0005 County Sheriff	Salary	Commissioners	1170.11315.00000.0005	3,000.00
Watson, Jacob M	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	247.28
Watson, Jacob M	0005 County Sheriff	Salary	Commissioners	1170.11305.00000.0005	3,000.00
Needham, Michael R	0005 County Sheriff	Salary	Commissioners	1170.11175.00000.0005	4,307.69
Hughes, Jeremy A	0005 County Sheriff	Salary	Commissioners	1170.11505.00000.0005	3,173.08
Burkett, Stephanie T	0005 County Sheriff	Salary	Commissioners	1170.11255.00000.0005	2,538.46
Walters, Jeffrey L	0005 County Sheriff	Part Time	Commissioners	4950.11055.00000.0005	595.00
Walls, Brian M	0005 County Sheriff	Salary	Commissioners	1170.11215.00000.0005	2,365.38
Roberts, Matthew A	0005 County Sheriff	Salary	Commissioners	1170.11200.00000.0005	2,365.38
Stonebraker, Ethan R	0005 County Sheriff	Salary	Commissioners	1170.11250.00000.0005	2,596.15
Woodard, Hunter D	0005 County Sheriff	Salary	Commissioners	1170.11235.00000.0005	2,307.69
Snyder, Grant R	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	206.04
Snyder, Grant R	0005 County Sheriff	Salary	Commissioners	1170.11851.00000.0005	2,884.62
Riehle, Brian A	0005 County Sheriff	Salary	Commissioners	1170.11815.00000.0005	2,942.31
Punke, Deric L	0005 County Sheriff	Salary	Commissioners	1170.11024.00000.0005	2,423.08
Mitchell, Braden D	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	439.60
Mitchell, Braden D	0005 County Sheriff	Salary	Commissioners	1170.11301.00000.0005	2,423.08
Teal, Anthony S	0005 County Sheriff	Salary	Commissioners	1170.11936.00000.0005	2,884.62
Berry, Caleb T	0005 County Sheriff	Salary	Commissioners	1170.11021.00000.0005	527.52
Berry, Caleb T	0005 County Sheriff	Salary	Commissioners	1170.11222.00000.0005	2,423.08
Curtis, Shelby J	0005 County Sheriff	Salary	Commissioners	1170.11383.00000.0005	2,480.77
Emmert, Vicki A	0006 County Surveyor	Part Time	Commissioners	1000.11168.00000.0006	427.95

Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Cummins, Thomas E	0006 County Surveyor	Salary	Commissioners	1000.11006.00000.0006	2,274.04
Foster, Jenna J	0006 County Surveyor	Part Time	Commissioners	1000.11168.00000.0006	405.30
Forman, Darren D	0007 County Coroner	Salary	Commissioners	1000.11100.00000.0007	817.85
Bushong, Cynthia D	0007 County Coroner	Salary	Commissioners	1000.11200.00000.0007	408.92
Rowe, Zoey J	0007 County Coroner	Part Time	Commissioners	1000.11938.00000.0007	214.19
Gressmire, Steve	0007 County Coroner	Part Time	Commissioners	1000.11507.00000.0007	214.19
Meadows, Mary J	0008 County Assessor	Salary	Commissioners	1224.11308.00000.0008	1,880.85
Garrard, Earlene L	0008 County Assessor	Salary	Commissioners	1224.11208.00000.0008	1,977.46
Bentley, Sherri L	0008 County Assessor	Salary	Commissioners	1000.11100.00000.0008	2,411.23
Grayson, Peggy S	0008 County Assessor	Salary	Commissioners	1224.11300.00000.0008	1,997.92
Yerkes-Mason, Deborah L	0008 County Assessor	Salary	Commissioners	1224.11708.00000.0008	1,473.19
White, Michael D	0008 County Assessor	Salary	Commissioners	1224.11503.00000.0008	1,557.69
Miller, Gregory H	0009 Prosecuting Attorney	Salary	Commissioners	1000.11290.00000.0009	3,382.42
Kinnett, Richard L	0009 Prosecuting Attorney	Salary	Commissioners	1000.11109.00000.0009	1,602.00
Byers, Stacey L	0009 Prosecuting Attorney	Salary	Commissioners	1000.11209.00000.0009	1,479.92
Southard, Rachel A	0009 Prosecuting Attorney	Salary	Commissioners	1000.11809.00000.0009	1,288.31
Moore, Jacob A	0009 Prosecuting Attorney	Salary	Commissioners	1000.11160.00000.0009	3,025.96
Truelock, Tyler J	0009 Prosecuting Attorney	Salary	Commissioners	1000.11291.00000.0009	2,500.00
Parker, Samantha R	0009 Prosecuting Attorney	Salary	Commissioners	1000.11409.00000.0009	1,358.65
Williamson, Lindsay J	0011 Cnty Coop Extension Svcs	Salary	Commissioners	1000.11021.00000.0011	27.31
Williamson, Lindsay J	0011 Cnty Coop Extension Svcs	Salary	Commissioners	1000.11159.00000.0011	1,365.38
Ellis, Joseph M	0012 Veterans Service Officer	Salary	Commissioners	1000.11112.00000.0012	1,346.15
Hunt, David T	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Booth, Gary D	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Grimble, Joyce A	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Bohlander, Jacob R	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Cating, Brett A	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Loy, Steven A	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Nelson, Matthew L	0061 County Council	Salary	Commissioners	1000.11261.00000.0061	192.31
Dossett, Laura R	0068 County Commissioners	Salary	Commissioners	1000.11258.00000.0068	1,940.46

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Frey, John E	0068 County Commissioners	Salary	Commissioners	1000.11368.00000.0068	880.69
Fulwider, James D	0068 County Commissioners	Salary	Commissioners	1000.11268.00000.0068	880.69
Klein, Thomas A	0068 County Commissioners	Salary	Commissioners	1000.11120.00000.0068	3,987.73
Guard, Forest D	0068 County Commissioners	Salary	Commissioners	1000.11068.00000.0068	880.69
McAnulty, Linda M	0201 Superior Court #1	Salary	Commissioners	1000.11321.00000.0201	1,584.69
Lesko, Kara D	0201 Superior Court #1	Salary	Commissioners	1000.11400.00000.0201	1,490.38
Yohler, Courtnie E	0201 Superior Court #1	Salary	Commissioners	1000.11502.00000.0201	1,395.15
Deck, Samantha K	0202 Superior Court #2	Salary	Commissioners	1000.11400.00000.0202	1,465.12
Black, Rachel R	0202 Superior Court #2	Salary	Commissioners	1000.11321.00000.0202	1,530.96
Church, Erica E	0202 Superior Court #2	Salary	Commissioners	1000.11502.00000.0202	1,395.15
Hodges, Amie J	0232 Circuit Court	Salary	Commissioners	1000.11321.00000.0232	2,063.00
Archer, Cheryl A	0232 Circuit Court	Salary	Commissioners	1000.11400.00000.0232	823.95
Halstead, Ashley M	0232 Circuit Court	Salary	Commissioners	1000.11502.00000.0232	1,307.69
Young, Brock A	0235 Probation	Salary	Commissioners	9190.11026.00000.0235	2,476.92
Kirk, Gabriel J	0235 Probation	Salary	Commissioners	2100.11525.00000.0235	2,161.50
Bickel, Mark M	0235 Probation	Salary	Commissioners	1000.11229.00000.0235	3,604.46
Oldham, Racheal A	0235 Probation	Salary	Commissioners	9117.11028.00000.0235	3,062.65
Oldham, Racheal A	0235 Probation	Salary	Commissioners	2100.11023.00000.0235	61.25
York, Jennifer B	0235 Probation	Salary	Commissioners	9118.11522.00000.0235	3,098.50
Geigle, Andria L	0235 Probation	Salary	Commissioners	2100.11021.00000.0235	379.65
Geigle, Andria L	0235 Probation	Salary	Commissioners	1000.11228.00000.0235	3,796.77
Payne, Brenda S	0235 Probation	Salary	Commissioners	1000.11244.00000.0235	2,834.38
Feltner, Barbara M	0235 Probation	Salary	Commissioners	1000.11030.00000.0235	1,748.46
Villalpando, Lindsey A	0235 Probation	Salary	Commissioners	1000.11273.00000.0235	2,786.46
Denbo, Leah L	0235 Probation	Salary	Commissioners	1000.11409.00000.0235	1,473.19
Cutts, Eric A	0235 Probation	Salary	Commissioners	9189.11027.00000.0235	2,594.15
Cochran, Hannah R	0235 Probation	Salary	Commissioners	1000.11213.00000.0235	2,511.42
Sutherland, Kirsten M	0235 Probation	Salary	Commissioners	1000.11032.00000.0235	1,522.12
Waling, Ashlee N	0235 Probation	Salary	Commissioners	2100.11021.00000.0235	240.10
Waling, Ashlee N	0235 Probation	Salary	Commissioners	4912.11025.00000.0235	2,401.00
Gilliland, Patrick T	0235 Probation	Salary	Commissioners	9190.11524.00000.0235	2,375.77
Lucas, Kadijah L	0235 Probation	Salary	Commissioners	1000.11209.00000.0235	510.00

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Gaskin, Mason N	0235 Probation	Salary	Commissioners	2100.11231.00000.0235	1,614.04
Mitchell, Brock A	0235 Probation	Salary	Commissioners	2100.11125.00000.0235	1,944.73
Bryan, Danielle R	0235 Probation	Salary	Commissioners	1000.11523.00000.0235	1,579.96
Donaldson, Steven B	0271 Public Defender	Salary	Commissioners	1000.11421.00000.0271	5,139.46
Harshbarger, Jennifer S	0271 Public Defender	Salary	Commissioners	1000.11721.00000.0271	1,524.54
Spolarich, Ashley K	0271 Public Defender	Salary	Commissioners	1000.11521.00000.0271	3,703.77
Rice, Shelby D	0271 Public Defender	Part Time	Commissioners	1000.11821.00000.0271	1,725.00
Cruse, Amanda L	0271 Public Defender	Salary	Commissioners	4923.11821.00000.0271	2,957.69
Kakarala, Nisheeth	0271 Public Defender	Salary	Commissioners	1000.11621.00000.0271	2,090.88
Hedrick, Nicholas R	0271 Public Defender	Salary	Commissioners	1000.11209.00000.0271	1,314.12
Barske, John T	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	137.68
Barske, John T	0303 Communications Dept	Rad Salary	CCC 1235	1235.11307.00000.0303	1,744.20
Proctor, Kyle A	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	239.04
Proctor, Kyle A	0303 Communications Dept	Rad Salary	CCC 1235	1235.11414.00000.0303	1,965.44
Kirby, Elizabeth L	0303 Communications Dept	Rad Salary	CCC 1222	1222.11233.00000.0303	2,845.81
Hines, Sarah A	0303 Communications Dept	Rad Salary	CCC 1222	1222.11021.00000.0303	1,173.04
Hines, Sarah A	0303 Communications Dept	Rad Salary	CCC 1222	1222.11303.00000.0303	2,747.38
Priebe, Cole J	0303 Communications Dept	Rad Salary	CCC 1235	1235.11212.00000.0303	780.30
Clouser, Brooke E	0303 Communications Dept	Rad Salary	CCC 1222	1222.11021.00000.0303	279.72
Clouser, Brooke E	0303 Communications Dept	Rad Salary	CCC 1222	1222.11730.00000.0303	2,211.12
Victory-Kosinski, Kaytlynn R	0303 Communications Dept	Rad Salary	CCC 1235	1235.11237.00000.0303	1,821.72
Cope, Vicki R	0303 Communications Dept	Rad Part Time	CCC 1235	1235.11313.00000.0303	404.04
Collins, Madison K	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	206.52

Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Collins, Madison K	0303 Communications Dept	Rad Salary	CCC 1235	1235.11713.00000.0303	1,801.58
Melvin, Kathryn J	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	389.25
Melvin, Kathryn J	0303 Communications Dept	Rad Salary	CCC 1235	1235.11203.00000.0303	2,080.79
Jackson, Clinton M	0303 Communications Dept	Rad Salary	CCC 1222	1222.11021.00000.0303	275.36
Jackson, Clinton M	0303 Communications Dept	Rad Salary	CCC 1222	1222.11403.00000.0303	1,698.30
Perkins, Matthew P	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	550.72
Perkins, Matthew P	0303 Communications Dept	Rad Salary	CCC 1235	1235.11043.00000.0303	1,835.77
McNulty, Alayna R	0303 Communications Dept	Rad Salary	CCC 1235	1235.11813.00000.0303	2,305.05
Hill, Sherri K	0303 Communications Dept	Rad Salary	CCC 1222	1222.11102.00000.0303	3,056.12
Whiles, Lindsey W	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	206.52
Whiles, Lindsey W	0303 Communications Dept	Rad Salary	CCC 1235	1235.11613.00000.0303	1,422.90
Ferrin, Madison R	0303 Communications Dept	Rad Salary	CCC 1235	1235.11021.00000.0303	206.52
Ferrin, Madison R	0303 Communications Dept	Rad Salary	CCC 1235	1235.11413.00000.0303	1,652.40
Pool, Carrie L	0303 Communications Dept	Rad Part Time	CCC 1235	1235.11713.00000.0303	573.75
Wolf, James M	0308 Weights & Measures Inspector	Salary	Commissioners	1000.11138.00000.0308	617.31
Caldwell, Melissa A	0312 Building Dept (Permits)	Salary	Commissioners	1000.11209.00000.0312	1,876.85
Hampton, Dave W	0312 Building Dept (Permits)	Salary	Commissioners	1000.11132.00000.0312	1,599.23
Bonwell, David M	0312 Building Dept (Permits)	Salary	Commissioners	1000.11732.00000.0312	2,884.62
Northcutt, Greg A	0313 Building Maintenance	Salary	Commissioners	1000.11983.00000.0313	1,714.77
Taylor, Greg L	0313 Building Maintenance	Salary	Commissioners	1000.11734.00000.0313	1,461.54
Parker, Nicole L	0379 Security Center	Salary	Commissioners	1000.11021.00000.0379	20.98
Parker, Nicole L	0379 Security Center	Salary	Commissioners	1000.11040.00000.0379	2,098.00

Distribution Report - Employee Name/Budget Account Code
 Check Date: 09/20/2024 Normal

Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Bailey, C T	0379 Security Center	Salary	Commissioners	1000.11039.00000.0379	1,880.12
Shaw, Devin J	0379 Security Center	Salary	Commissioners	1000.11339.00000.0379	1,506.88
Phillips, Monica D	0379 Security Center	Salary	Commissioners	1000.11021.00000.0379	33.72
Phillips, Monica D	0379 Security Center	Salary	Commissioners	1000.11239.00000.0379	1,686.00
Jenkins, Joseph J	0379 Security Center	Salary	Commissioners	1000.11339.00000.0379	1,613.85
Kelly, Rebekah L	0379 Security Center	Salary	Commissioners	1000.11439.00000.0379	1,613.85
French, Elijah J	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	389.07
French, Elijah J	0380 Jail	Salary	Commissioners	1000.11580.00000.0380	1,613.85
Abbott, Mitchell S	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	43.23
Abbott, Mitchell S	0380 Jail	Salary	Commissioners	1000.11490.00000.0380	1,613.85
Carrell, Henry W	0380 Jail	Salary	Commissioners	1000.11733.00000.0380	1,784.27
Lowe, Nema G	0380 Jail	Salary	Commissioners	1000.11370.00000.0380	1,976.96
Thomas, Cole R	0380 Jail	Salary	Commissioners	1000.11380.00000.0380	2,098.00
Lazell, Lula D	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	113.44
Lazell, Lula D	0380 Jail	Salary	Commissioners	1000.11243.00000.0380	1,512.31
Smith, Constance S	0380 Jail	Salary	Commissioners	1000.11930.00000.0380	1,550.23
Swank, Nisha C	0380 Jail	Salary	Commissioners	1000.11238.00000.0380	1,904.35
Miller, Ethan A	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	360.25
Miller, Ethan A	0380 Jail	Salary	Commissioners	1000.11493.00000.0380	1,613.85
Warren, Cheyenne M	0380 Jail	Salary	Commissioners	1000.11497.00000.0380	1,880.12
Gooding, Beth A	0380 Jail	Salary	Commissioners	1000.11253.00000.0380	1,296.81
Roe, Becky S	0380 Jail	Salary	Commissioners	1000.11393.00000.0380	1,253.92
Alenduff, Brandon R	0380 Jail	Salary	Commissioners	1000.11236.00000.0380	1,710.69
Cornett, Chandler D	0380 Jail	Salary	Commissioners	1000.11487.00000.0380	1,613.85
Kiger, Layton T	0380 Jail	Salary	Commissioners	1000.11488.00000.0380	1,662.27
Kenner, Brandon L	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	72.05
Kenner, Brandon L	0380 Jail	Salary	Commissioners	1000.11630.00000.0380	1,613.85
Hancock, Morgan P	0380 Jail	Salary	Commissioners	1000.11486.00000.0380	1,613.85
Wilson, Loudella E	0380 Jail	Salary	Commissioners	1000.11418.00000.0380	1,976.96
Kenner, Meghan N	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	72.05
Kenner, Meghan N	0380 Jail	Salary	Commissioners	1000.11495.00000.0380	1,613.85
Fletcher, Nathaniel G	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	170.04

Payroll

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Distribution Report - Employee Name/Budget Account Code
 Check Date: 09/20/2024 Normal

Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Fletcher, Nathaniel G	0380 Jail	Salary	Commissioners	1000.11298.00000.0380	1,747.00
Doan, Kyle J	0380 Jail	Salary	Commissioners	1000.11352.00000.0380	1,613.85
Phillips, Zayden P	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	288.20
Phillips, Zayden P	0380 Jail	Salary	Commissioners	1000.11498.00000.0380	1,613.85
Heeke, Austin G	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	338.64
Heeke, Austin G	0380 Jail	Salary	Commissioners	1000.11293.00000.0380	1,613.85
Messerschmidt, Jonathan C	0380 Jail	Salary	Commissioners	1000.11224.00000.0380	1,613.85
Sweezy, Paige L	0380 Jail	Salary	Commissioners	1000.11382.00000.0380	1,613.85
Brown, Christian C	0380 Jail	Salary	Commissioners	1000.11480.00000.0380	2,267.46
Dugard, Gideon C	0380 Jail	Salary	Commissioners	1000.11489.00000.0380	1,613.85
Lawton, Jacob T	0380 Jail	Salary	Commissioners	1000.11501.00000.0380	1,613.85
Skidmore, Jade M	0380 Jail	Salary	Commissioners	1000.11492.00000.0380	1,613.85
Foxworthy, Mason L	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	59.80
Foxworthy, Mason L	0380 Jail	Salary	Commissioners	1000.11328.00000.0380	1,674.38
Taylor, Dusten L	0380 Jail	Salary	Commissioners	1000.11494.00000.0380	1,613.85
Hendrix, Matthew D	0380 Jail	Salary	Commissioners	1000.11500.00000.0380	461.04
Clark, Brady M	0380 Jail	Salary	Commissioners	1000.11838.00000.0380	1,476.72
Moon, Tracy J	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	302.61
Moon, Tracy J	0380 Jail	Salary	Commissioners	1000.11302.00000.0380	1,613.85
Cevela, Jamie L	0380 Jail	Salary	Commissioners	1000.11241.00000.0380	1,686.46
Bowman, Jacob D	0380 Jail	Salary	Commissioners	1000.11280.00000.0380	1,613.85
Robertson, Konner M	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	72.05
Robertson, Konner M	0380 Jail	Salary	Commissioners	1000.11485.00000.0380	1,613.85
Stonebraker, Casey T	0380 Jail	Salary	Commissioners	1000.11703.00000.0380	1,771.19
Russell III, James D	0380 Jail	Salary	Commissioners	1000.11499.00000.0380	1,613.85
Shrader, Grace V	0380 Jail	Salary	Commissioners	1000.11021.00000.0380	72.05
Shrader, Grace V	0380 Jail	Salary	Commissioners	1000.11491.00000.0380	1,613.85
Powell, Daniel E	0529 County Highway	Salary	Highway	1176.11076.00000.0529	394.22
Powell, Daniel E	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,460.93
Martin, Donald D	0529 County Highway	Salary	Highway	1176.11075.00000.0529	537.55
Martin, Donald D	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,612.64
Beavers, Edward J	0529 County Highway	Salary	Highway	1176.11021.00000.0529	191.80

Payroll

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Distribution Report - Employee Name/Budget Account Code
 Check Date: 09/20/2024 Normal

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Beavers, Edward J	0529 County Highway	Salary	Highway	1176.11375.00000.0529	2,045.96
Stull, James D	0529 County Highway	Salary	Highway	1176.11071.00000.0529	251.58
Stull, James D	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,760.96
Michael, Dakota T	0529 County Highway	Salary	Highway	1176.11018.00000.0529	2,237.35
Olin, Matthew J	0529 County Highway	Salary	Highway	1176.11506.00000.0529	713.48
Olin, Matthew J	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,664.79
Lowe, Albert L	0529 County Highway	Salary	Highway	1176.11641.00000.0529	972.77
Lowe, Albert L	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,459.15
Allen, Michael J	0529 County Highway	Salary	Highway	1176.11021.00000.0529	729.57
Allen, Michael J	0529 County Highway	Salary	Highway	1176.11085.00000.0529	607.98
Allen, Michael J	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,823.94
Hedge, Jeffery A	0529 County Highway	Salary	Highway	1176.11402.00000.0529	440.78
Hedge, Jeffery A	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,909.99
Blanton, Ronald L	0529 County Highway	Salary	Highway	1176.11859.00000.0529	2,431.92
Ranard, Brennan D	0529 County Highway	Salary	Highway	1176.11077.00000.0529	684.55
Ranard, Brennan D	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,140.91
Stephens, William C	0529 County Highway	Salary	Highway	1176.11019.00000.0529	1,834.65
Riddle, Terry L	0529 County Highway	Salary	Highway	1176.11752.00000.0529	1,739.92
McCoy, Bradley J	0529 County Highway	Salary	Highway	1176.11319.00000.0529	1,739.92
Fletcher, Christopher D	0529 County Highway	Salary	Highway	1176.11021.00000.0529	236.30
Fletcher, Christopher D	0529 County Highway	Salary	Highway	1176.11854.00000.0529	393.85
Fletcher, Christopher D	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,181.53
Brady, Scott W	0529 County Highway	Salary	Highway	1176.11257.00000.0529	1,420.54
Brady, Scott W	0529 County Highway	Salary	Highway	1173.11090.00000.0529	852.31
Melvin, Brent D	0529 County Highway	Salary	Highway	1176.11008.00000.0529	662.95
Melvin, Brent D	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,104.90
Lough, Jacob N	0529 County Highway	Salary	Highway	1176.11052.00000.0529	2,851.12
Garrett, Justin C	0529 County Highway	Salary	Highway	1176.11072.00000.0529	413.15
Garrett, Justin C	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,239.43
Donahue, Caleb A	0529 County Highway	Salary	Highway	1176.11021.00000.0529	236.30
Donahue, Caleb A	0529 County Highway	Salary	Highway	1176.11007.00000.0529	(27.36)
Donahue, Caleb A	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,811.69

Distribution Report - Employee Name/Budget Account Code
 Check Date: 09/20/2024 Normal

Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Surber, Aaron S	0529 County Highway	Salary	Highway	1176.11009.00000.0529	842.82
Surber, Aaron S	0529 County Highway	Salary	Highway	1173.11090.00000.0529	842.80
Gustafson, Kevin E	0529 County Highway	Salary	Highway	1176.11020.00000.0529	393.80
Northcutt, Isaac M	0529 County Highway	Salary	Highway	1176.11070.00000.0529	734.53
Northcutt, Isaac M	0529 County Highway	Salary	Highway	1173.11090.00000.0529	944.39
McCoy, Carson	0529 County Highway	Salary	Highway	1176.11021.00000.0529	247.88
McCoy, Carson	0529 County Highway	Salary	Highway	1176.11074.00000.0529	413.15
McCoy, Carson	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,239.43
Lough, Cody A	0529 County Highway	Salary	Highway	1176.11080.00000.0529	815.59
Lough, Cody A	0529 County Highway	Salary	Highway	1173.11090.00000.0529	924.33
Sweet, Mark A	0529 County Highway	Salary	Highway	1176.11012.00000.0529	221.09
Sweet, Mark A	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,546.76
Adams, Michael S	0529 County Highway	Salary	Highway	1176.11429.00000.0529	568.90
Adams, Michael S	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,116.72
Cornett, Alexander J	0529 County Highway	Salary	Highway	1176.11642.00000.0529	887.20
Cornett, Alexander J	0529 County Highway	Salary	Highway	1173.11090.00000.0529	887.20
Hall, Quinton B	0529 County Highway	Salary	Highway	1176.11011.00000.0529	768.11
Hall, Quinton B	0529 County Highway	Salary	Highway	1173.11090.00000.0529	393.80
Dierks, Tanner C	0529 County Highway	Salary	Highway	1176.11853.00000.0529	413.15
Dierks, Tanner C	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,239.43
Wright, Franklin S	0529 County Highway	Salary	Highway	1176.11452.00000.0529	393.85
Wright, Franklin S	0529 County Highway	Salary	Highway	1173.11090.00000.0529	1,181.53
Douglas, Scott K	0610 Health Dept	Salary	HD	1159.11162.00000.0610	1,234.58
Northcutt, Adrienne R	0610 Health Dept	Salary	HD	1159.11516.00000.0610	2,181.12
Orr, Donald S	0610 Health Dept	Salary	HD	1159.11216.00000.0610	1,630.42
Brooks, Bryanna L	0610 Health Dept	Salary	HD	1159.11459.00000.0610	1,371.77
Lough, Kristin N	0610 Health Dept	Salary	Follow the Fund	1159.11309.00000.0610	1,657.27
Woodrow, Lisa A	0610 Health Dept	Salary	HD	1159.11660.00000.0610	2,308.54
Hechinger, Elizabeth (Darby) A	0610 Health Dept	Salary	HD	1161.11062.00000.0610	1,467.69
Cram, Kelsey D	0610 Health Dept	Salary	HD	1161.11220.00000.0610	1,391.96
Ellingwood, Cynthia J	0610 Health Dept	Part Time	HD	1161.11218.00000.0610	619.94

Distribution Report - Employee Name/Budget Account Code
 Check Date: 09/20/2024 Normal

Montgomery County

Employee Name	Location	Current Pay Group	Current Benefit Group	Budget Account Code	Amount
Endicott, Lindsey L	0610 Health Dept	Salary	HD	1159.11061.00000.0610	1,452.46
Jones, Ashley N	0660 4-D Program (Child Support)	Salary	Commissioners	1000.11460.00000.0660	1,390.38
Burley, Jeremy J	0660 4-D Program (Child Support)	Salary	Commissioners	1000.11160.00000.0660	3,025.97
Ledbetter, Sherri A	0660 4-D Program (Child Support)	Salary	Commissioners	1000.11260.00000.0660	1,798.54
Swazay, Angela D	0660 4-D Program (Child Support)	Salary	Commissioners	1000.11119.00000.0660	1,940.46
Hammonds, Chelsey D	0660 4-D Program (Child Support)	Salary	Commissioners	1000.11360.00000.0660	1,234.59
Jones Leleune, Sally L	0660 4-D Program (Child Support)	Salary	Commissioners	1000.11412.00000.0660	1,190.23
Hickle, Lea R	0750 Soil Conservation (Soil & Waste)	Salary	Commissioners	1000.11575.00000.0750	953.25
Lovold, Samuel A	0750 Soil Conservation (Soil & Waste)	Salary	Commissioners	1000.11053.00000.0750	1,254.77
Davis, Michael D	0753 GIS/Mapping	Salary	Commissioners	1000.11105.00000.0753	2,098.81
Herron, Rhonda L	0753 GIS/Mapping	Salary	Commissioners	1000.11113.00000.0753	1,603.65
Burget, Jessica L	9655 Emergency Response	Salary	Commissioners	1000.11095.00000.9655	2,056.85
Thompson, Brianna C	9655 Emergency Response	Salary	Commissioners	1000.11809.00000.9655	1,134.62
Adams, Luke A	9655 Emergency Response	Salary	Commissioners	1000.11230.00000.9655	1,585.62
312					462,062.15

Minutes: September 9, 2024

Thursday, September 19, 2024 8:48 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, SEPTEMBER 9, 2024

The Montgomery County Commissioners met in regular session on Monday, September 9, 2024 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, Crawfordsville, Indiana.

CALL TO ORDER

On call of the roll, the members of the Board were shown to be present as follows: Board President John E. Frey; Commissioner Jim Fulwider; and Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Mindy Byers; Sheriff Ryan Needham; Building Administrator Marc Bonwell; Veterans Services Officer Joe Ellis; Health Administrator Adrienne Northcutt; Highway Director Jake Lough; EMA Director Jessica Burget; Assistant County Attorney Tyler Nichols and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Commissioner Frey led the pledge of allegiance and Commissioner Fulwider led the prayer.

CONSENT AGENDA

Approval of Claims: AP \$1,253,958.60

Payroll - \$332,002.89

Minutes: August 26, 2024

Commissioner Guard moved to approve the Consent Agenda. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

NEW BUSINESS

Open Bridge Scour Bids

Bridge Scour Maintenance Project, Montgomery County Bridge No. 9, 14, 25, 95, 127, 134, 136, 174, 197. This bid is to replace rip around the pillars and abutments so the bridge doesn't erode. These bridges were identified in the mandatory bridge inspections. The engineer estimate is \$700,000 and this is part of the 10 year bridge plan.

Attorney Taylor opened the following Bridge Scout Project Bids:

- Milestone: \$1,199,395

- Morfin Construction: \$2,348,440
- Conscote, Inc.: \$623,700

Commissioner Guard moved to take the bids under advisement. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

Open Courthouse Renovation Project Bids

Engineers Estimate: Interior cost - \$909,680; Exterior cost - \$4,145,816
 Total: \$5,055,496

Attorney Taylor opened the following Courthouse Renovation Project Bids

- Spencer Construction: \$4,676,000
 - \$4,448,000 - Base Bid
 - \$ 92,000 Alternate 1
 - \$ 38,000 Alternate 2
 - \$ 98,000 Alternate 4
- Brandt Construction: \$5,524,000
 - \$5,311,000 – Base Bid
 - \$ 34,000 - Alternate 1
 - \$ 80,000 – Alternate 2
 - \$ 99,000 – Alternate 4
- Berglin Construction: \$4,966,297
 - \$4,873,291 – Base Bid
 - \$ 19,315 – Alternate 1
 - \$ 6,241 – Alternate 2
 - \$ 67,442 – Alternate 4
- J.R. Kelly, Inc.: \$4,586,000
 - \$4,398,000 – Base Bid
 - \$ 22,000 – Alternate 1
 - \$ 75,000 – Alternate 2
 - \$ 91,000 – Alternate 4

Commissioner Fulwider moved to take the bids under advisement for review. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

ORDINANCES

Introduction Ordinance 2024-19: An Ordinance Amending the Fair Housing Policy

Montgomery County has previously adopted a Fair Housing Policy. The County is in the process of applying for grants from the State of Indiana Office of Community and Rural Affairs (OCRA). OCRA has identified necessary amendments to the County's Fair Housing Policy to comply with grant eligibility requirements regarding equal access to housing in Housing and Urban Development programs.

REQUEST TO SUSPEND RULES AND ADD SECOND READING ORDINANCE

2024-19. *Commissioner Guard moved to suspend the rules to add 2nd Reading Ordinance 2024-19. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

2nd READING ORDINANCE 2024-19 AN ORDINANCE AMENDING THE FAIR HOUSING POLICY

Commissioner Guard moved to approve the second reading of Ordinance 2024-19. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

INTRODUCTION ORDINANCE 2024-20: AN ORDINANCE AMENDING DRUG FREE WORKPLACE POLICY

Montgomery County has previously adopted a Drug Free Workplace Policy and the County is in the process of applying for grants from the State of Indiana Office of Community and Rural Affairs (OCRA). OCRA has identified necessary amendments to the County's Drug Free Workplace Policy to comply with grant eligibility requirements. The amendments identify prohibited drugs and the process to report violations.

REQUEST TO SUSPEND RULES AND ADD SECOND READING ORDINANCE

2024-20. *Commissioner Fulwider moved to suspend the rules to add 2nd Reading Ordinance 2024-20. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

2nd READING ORDINANCE 2024-20: An Ordinance Reaffirming the County Retirement Benefit Policy

Commissioner Fulwider moved to approve on second reading Ordinance 2024-20. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

ADJOURNMENT

There being no further business before the Board, meeting adjourned. Meeting adjourned @ 8:20 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, September 23, 2024 @ 8:00 am @
Montgomery County Government Center-Room E-109.

**MONTGOMERY COUNTY BOARD OF
COMMISSIONERS:**

John E. Frey, President

Attest:

Mindy Byers, Auditor

OCRA: IDEM Review

Thursday, September 19, 2024 1:53 PM



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

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(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

9/23/2024

Montgomery County
John Frey
1580 Constitution Row
Crawfordsville, IN 47933

Thrive West Central
Jordan Cunningham
2800 Poplar Street, STE 9A
Terre Haute, IN 47803

Dear Grant Administrator or Other Finance Approval Authority:

RE:Alamo Blight Clearance

The Indiana Department of Environmental Management (IDEM) is aware that many local government or not-for-profit entities are seeking grant monies, a bond issuance, or another public funding mechanism to cover some portion of the cost of a public works, infrastructure, or community development project. Additionally, eligibility for funding assistance, requires applicants to evaluate the potential impacts that their project may have on the environment. To assist applicants seeking such financial assistance and to ensure that such projects have no adverse impacts on the environment, IDEM has prepared the following list of environmental issues that each applicant must consider minimizing environmental impacts to ensure compliance with all relevant state laws.

IDEM recommends that each applicant consider the following issues when moving forward with their project. IDEM also requests that, in addition to submitting the information requested above, each applicant also sign the attached certification, attesting to the fact that they have read the letter in its entirety, agree to abide by the recommendations of the letter, and to apply for any permits required from IDEM for the completion of their project.

IDEM recommends that any person(s) intending to complete a public works, infrastructure, or community development project using any public funding consider each of the following applicable recommendations and requirements:

Water and Biotic Quality

1. Section 404 of the Clean Water Act requires that you obtain a permit from the U.S. Army Corps of Engineers (USACE) before discharging dredged or fill materials into any wetlands or other waters, such as rivers, lakes, streams, and ditches. Other activities regulated include the relocation, channelization, widening, or other such alteration of a stream, and the mechanical clearing (use of heavy construction equipment) of wetlands. Thus, as a project owner or sponsor, it is your responsibility to ensure that no wetlands or other waters are



visit on.IN.gov/survey or scan the QR code to provide feedback.

We appreciate your input!



disturbed without the proper permit. Although you may initially refer to the U.S. Fish and Wildlife Service National Wetland Inventory maps as a means of identifying potential areas of concern, please be mindful that those maps do not depict jurisdictional wetlands regulated by the USACE or the Department of Environmental Management. A valid jurisdictional wetlands determination can only be made by the USACE, using the 1987 Wetland Delineation Manual.

USACE recommends that you have a consultant check to determine whether your project will abut, or lie within, a wetland or other water. To view a list of consultants that have requested to be included on a list posted by the USACE on their Web site, click the following link:

<https://www.lrl.usace.army.mil/Missions/Regulatory/Consultants.aspx> Please note that the USACE posts all consultants that request to appear on the list, and that inclusion of any particular consultant on the list does not represent an endorsement of that consultant by the USACE, or by IDEM.

Much of northern Indiana (Newton, Jasper, Starke, Marshal, Kosciusko, Whitley, Noble, Allen, southern LaPorte, St. Joseph, Elkhart, LaGrange, Steuben, and Dekalb counties) is served by the USACE Detroit District Michiana Branch in South Bend (574-232-1952). The counties of Lake, Porter, and the northern part of LaPorte are served by the USACE Chicago District in Chicago (312-846-5530). All other remaining counties in the central and southern part of the state are served by the USACE Louisville District Office (502-315-6733).

Additional information on contacting these U.S. Army Corps of Engineers (USACE) District Offices, government agencies with jurisdiction over wetlands, and other water quality issues, can be found at <https://www.in.gov/idem/wetlands/information-about/us-army-corps-of-engineers/>. IDEM recommends that impacts to wetlands and other water resources be avoided to the fullest extent.

2. In the event a Section 404 wetlands permit is required from the USACE, you also must obtain a Section 401 Water Quality Certification from the IDEM Office of Water Quality. To learn more about the water quality certification program, visit: <https://www.in.gov/idem/wetlands/information-about/section-401-water-quality-certification/>.
3. If the USACE determines that a wetland or other body of water is isolated and not subject to Clean Water Act regulation, it may still be regulated by the state of Indiana. A state isolated wetland permit from IDEM's Office of Water Quality is required for any activity that results in the discharge of dredged or fill materials into isolated wetlands. To learn more about isolated wetlands, contact the Office of Water Quality at 317-233-8488 or visit: <https://www.in.gov/idem/wetlands/contact/>.
4. If your project will impact more than 0.5 acres of wetland, stream relocation, or other large-scale alterations to bodies of water such as the creation of a dam or a water diversion, you should seek additional input from the Office of Water Quality, Wetlands staff at 317-233-8488 or visit: <https://www.in.gov/idem/wetlands/contact/>.

5. Work within the one-hundred-year floodway of a given body of water is regulated by the Department of Natural Resources, Division of Water. Contact this agency at 317-232-4160 or toll free 1-877-928-3755 for further information.
6. The physical disturbance of the stream and riparian vegetation, especially large trees overhanging any affected water bodies should be limited to only that which is absolutely necessary to complete the project. The shade provided by the large overhanging trees helps maintain proper stream temperatures and dissolved oxygen for aquatic life.
7. For projects involving construction activity (which includes clearing, grading, excavation, and other land disturbing activities) that result in the disturbance of one (1), or more, acres of total land area, project will be required to obtain permit coverage.

For additional information on permitting procedures under the Construction Stormwater General Permit (CSGP) please contact the Office of Water Quality, Stormwater Program at Stormwat@idem.in.gov. Visit the following webpage for additional information: <https://www.in.gov/idem/stormwater/construction-land-disturbance-permitting/>

To obtain permit coverage an applicant will need to identify if the project is within a Municipal Separate Storm Sewer System (MS4). Information may be obtained at <https://www.in.gov/idem/stormwater/construction-land-disturbance-permitting/construction-plan-submittal-and-review/>.

If the project is within a MS4, the Construction Plan must be developed to meet the requirements of the local MS4 stormwater ordinance. For projects outside an MS4 or owned and operated by a MS4, construction plans may be submitted through the Regulatory ePortal at <https://stormwater.idem.in.gov/ncore/external/home>. When accessing the portal, you will also be informed if your plans should be submitted to a local Soil and Water Conservation District that reviews construction plans on behalf of IDEM.

The construction plan must be reviewed prior to obtaining permit coverage under the CSGP. Upon receipt of the construction plan, the MS4 or personnel of the SWCD or the Indiana Department of Environmental Management will review the plan to determine if it meets the requirements of an applicable MS4 ordinance or the CSGP. Plans that are deemed deficient will require re-submittal. If the plan is sufficient, you will be notified and instructed to submit the verification to IDEM as part of the CSGP Notice of Intent (NOI) submittal. All NOI submittals must be submitted to IDEM electronically through the Regulatory ePortal at (<https://stormwater.idem.in.gov/ncore/external/home>).

Regardless of the size of your project, or which agency you work with to meet stormwater requirements, IDEM recommends that appropriate structures and techniques be utilized both during the construction phase, and after completion of the project, to minimize the impacts associated with stormwater run-off. The use of appropriate planning and site development and appropriate stormwater quality measures are recommended to prevent sediment from leaving the construction

site during active land disturbance and for post-construction water quality concerns.

8. For projects involving impacts to fish and botanical resources, contact the Department of Natural Resources - Division of Fish and Wildlife (317-232-4080) for additional project input.
9. For projects involving water main construction, water main extensions, and new public water supplies, contact the Office of Water Quality - Drinking Water Branch (317-234-7418) regarding the need for permits.
10. For projects involving effluent discharges to waters of the State of Indiana, contact the Office of Water Quality - Permits Branch (317-232-8704) regarding the need for a National Pollutant Discharge Elimination System (NPDES) permit.
11. For projects involving the construction of wastewater facilities and sewer lines, contact the Office of Water Quality - Permits Branch (317-232-5579) regarding the need for permit.

Air Quality

The above-noted project (see page 1) should be designed to minimize any impact on ambient air quality in, or near, the project area. The project must comply with all federal and state air pollution regulations. Consideration should be given to the following:

1. If your project involves the construction of a new source of air emissions or the modification of an existing source of air emissions or air pollution control equipment, it will need to be reviewed by the IDEM Office of Air Quality (OAQ). A registration or permit may be required under 326 IAC 2 (<http://www.in.gov/legislative/iac/T03260/A00020.PDF>). For more information on air permits, visit <https://www.in.gov/idem/airpermit/>, or to initiate the IDEM air permitting process, please contact the Office of Air Quality Permits Branch at 317-233-3861 or to request a pre-application meeting / discuss application call 317-234-5132 or email mcline@idem.in.gov. You can also contact IDEM's Compliance and Technical Assistance Program (CTAP) for free, confidential compliance and technical assistance at 317-232-8172, toll free: 800-988-7901 (in-state only), or visit <https://www.in.gov/idem/ctap/about-compliance-and-technical-assistance/>.

If your project involves asphalt paving, ensure that asphalt paving plants are permitted and operate properly. The use of cutback asphalt, or asphalt emulsion containing more than seven percent (7%) oil distillate, is prohibited during the months of April through October (see the Asphalt Paving Rule, 326 IAC 8-5-2 <http://www.in.gov/legislative/iac/T03260/A00080.PDF>).

2. Sources that use or emit hazardous air pollutants may be subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP) of the Clean Air Act and corresponding state air regulations governing hazardous air pollutants. Information on the NESHAP source categories and their corresponding requirements can be found at: <https://www.epa.gov/stationary-sources-air->

[pollution/national-emission-standards-hazardous-air-pollutants-neshap-8](#) and the corresponding State rules at 326 IAC 20 <http://www.in.gov/legislative/iac/T03260/A00200.PDF>. Contact the IDEM's Compliance and Technical Assistance Program (CTAP) for free, confidential compliance and technical assistance at 317-232-8172, toll free: 800-988-7901 (in-state only), or visit <https://www.in.gov/idem/ctap/about-compliance-and-technical-assistance/> for help determining if a NESHAP applies to your business.

3. Indiana's open burning [laws and rules](#) make it illegal to burn trash and generally prohibit open burning in Indiana, but allows for exemptions for some types of burning. Many of the types of open burning allowed under specific conditions require prior approval before burning <https://www.in.gov/idem/openburning/open-burning-that-requires-idems-prior-approval/>. You also can seek an open burning approval for land clearing for development or change in land use, live fire training, and prescribed burning for natural land management purposes. For more information on open burning, please contact the Air Compliance and Enforcement Branch at 317-233-2721 or burnapprovals@idem.IN.gov.
4. With respect to asbestos removal, all facilities slated for renovation or demolition (except residential buildings that have four (4) or fewer dwelling units and that will not be used for commercial purposes) must be inspected by an Indiana-licensed asbestos inspector prior to the commencement of any renovation or demolition activities. If regulated asbestos-containing material (RACM) that may become airborne is found, any subsequent demolition, renovation, or asbestos removal activities must be performed in accordance with the proper notification and emission control requirements. Indiana's Asbestos Rules can be found at <http://iac.iga.in.gov/iac/T03260/A00140.PDF>. For questions on asbestos demolition and renovation activities, please visit <https://www.in.gov/idem/asbestos/>, <https://www.in.gov/idem/asbestos/contact/>, or contact the Asbestos Program at AsbestosDemoReno@idem.in.gov or 317-232-4861.

If no asbestos is found where a renovation activity will occur, or if the renovation involves removal of less than 260 linear feet of RACM off pipes, less than 160 square feet of RACM off other facility components, or less than 35 cubic feet of RACM from all facility components, the owner or operator of the project does not need to notify IDEM before beginning the renovation activity.

In all cases where a demolition activity will occur (even if no asbestos is found), the owner or operator must still notify IDEM 10 working days prior to the demolition, using the form found at https://www.in.gov/idem/forms/idem-agency-forms/#oag_compliance_asbestos.

Anyone submitting a renovation/demolition notification form will be billed a notification fee based upon the amount of friable asbestos containing material to be removed or demolished. Projects that involve the removal of more than 2,600 linear feet of friable asbestos containing materials on pipes, or 1,600 square feet or 400 cubic feet of friable asbestos containing material on other facility components, will be billed a fee of \$150 per project; projects below these

amounts will be billed a fee of \$50 per project. Billings will occur on a quarterly basis.

5. Reasonable precautions must be taken to minimize fugitive dust emissions from construction and demolition activities. For example, wetting the area with water, constructing wind barriers, or treating dusty areas with chemical stabilizers (such as calcium chloride or several other commercial products). Dirt tracked onto paved roads from unpaved areas should be minimized. A copy of the Fugitive Dust Rule, 326 IAC 6-4 can be found at <http://www.in.gov/legislative/iac/T03260/A00060.PDF> and information on controlling fugitive dust can be found at <https://www.in.gov/idem/aircompliance/fugitive-dust/>

If construction or demolition is conducted in a wooded area where starlings and blackbirds have roosted or abandoned buildings or building sections in which pigeons or bats have roosted for 3 to 5 years, precautionary measures should be taken to avoid an outbreak of histoplasmosis. This disease is caused by the fungus *Histoplasma capsulatum*, which stems from bird or bat droppings that have accumulated in one area for 3 to 5 years. The spores from this fungus become airborne when the area is disturbed and can cause infections over an entire community downwind of the site. The area should be wetted down prior to cleanup or demolition of the project site. For more detailed information on histoplasmosis prevention and control see <https://www.in.gov/health/erc/infectious-disease-epidemiology/histoplasmosis-a-hoosier-concern/> or please contact the Epidemiology Resource Center of the Indiana Department of Health at 317-234-7125.

6. The U.S. EPA further recommends that all homes and apartments (within three stories of ground level) be tested for radon. If in-home radon levels are determined to be 4 pCi/L or higher, then U.S. EPA recommends a follow-up test. If the second test confirms that radon levels are 4 pCi/L or higher, then U.S. EPA recommends the installation of radon-reduction measures. For a list of qualified radon testers and radon mitigation (or reduction) specialists, visit <https://www.in.gov/health/lead-and-healthy-homes-division/radon-information/information-for-homeowners/>. Also, it is recommended that radon reduction measures be built into all new homes, particularly in areas like Indiana that have moderate to high predicted radon levels.

To learn more about radon, radon risks, and ways to reduce exposure, visit <https://www.in.gov/idem/health/common-environmental-health-threats/radon/> or <https://www.epa.gov/radon>

7. With respect to lead-based paint removal, the Indiana Department of Health (IDOH) encourages all efforts to minimize human exposure to lead-based paint chips and dust. IDOH is particularly concerned that young children exposed to lead can suffer from learning disabilities. Indiana law states that any companies or individuals who perform lead abatement on targeted housing (houses or child occupied facilities built before 1978) must:

- be licensed by IDOH as an abatement contractor,
- provide written notification to the IDOH of each abatement project,
- conduct a pre-abatement lead inspection or lead hazard screen,
- conduct abatement activities using appropriately licensed individuals,
- conduct the abatement activities using lead safe work practices, and
- pass a post-abatement clearance procedure.

For more information about lead-based paint removal, visit <https://www.in.gov/health/lead-and-healthy-homes-division/abatement-information/>

Land Quality

To maintain compliance with all applicable laws regarding contamination and proper waste disposal, IDEM recommends that:

1. If the site is found to contain any areas used to dispose of solid or hazardous waste, you need to contact the Office of Land Quality (OLQ) at 317-234-6923.
2. All solid wastes generated by the project, or removed from the project site, need to be taken to a properly permitted solid waste processing or disposal facility. For more information, visit https://www.in.gov/idem/waste/files/permits_issued_SW_facilities.pdf.
3. If any contaminated soils are discovered during this project, they may be subject to disposal as solid and/or hazardous waste. Please contact the OLQ at 317-234-6923 to obtain information on proper disposal procedures.
4. If Polychlorinated Biphenyls (PCBs) are found at any concentration at this site, please contact the Industrial Waste Section of OLQ at 317-234-6951 for information regarding management of any PCB wastes from this site.
5. If there are any asbestos disposal issues related to this site, please contact the Solid Waste Compliance of OLQ at 317-234-6923 for information regarding the management of asbestos wastes. (Asbestos removal is addressed above, under Air Quality).
6. If the project involves the installation or removal of an underground storage tank, or involves contamination from an underground storage tank, you must contact the IDEM Underground Storage Tank program at 317-234-5745, or at <https://www.in.gov/idem/tanks/contact/>.

Final Remarks

Should the applicant need to obtain any environmental permits in association with this proposed project, please be mindful that IC 13-15-8 requires that they notify all adjoining property owners and occupants within ten days of your submittal of each permit application. Applicants seeking multiple permits, may still meet the notification requirement with a single notice if all required permit applications are submitted with the same ten-day period.

OCRA: Four-Factor Analysis

Thursday, September 19, 2024 1:56 PM

MONTGOMERY COUNTY FOUR-FACTOR ANALYSIS

The following Four-Factor Analysis will serve as a guide for determining which language assistance measures will be undertaken to guarantee access to the OCRA Blight Clearance project by Limited English Proficient (LEP) persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who the recipient would serve if the person received education and outreach and the recipient provided sufficient language services).

Montgomery County referenced the American Community Survey 2022 5-year estimate tables (S1601: Language Spoken at Home) to assess language needs. The County does not meet the threshold of 1,000 individuals or 5% for Limited English Proficiency (LEP) speakers in any language. Among the adult population, 748 individuals (2.6%) speak a language other than English. The data indicates that English remains the primary language spoken at home for residents across Montgomery County. With only 66 residents, the Town of Alamo falls well below the LEP threshold, making language barriers even less significant.

2. The frequency with which the LEP persons come into contact with the program.

According to Census data, 97.4% of the population speaks English only. Therefore, it is anticipated that LEP persons will come into contact with the project minimally.

3. The nature and importance of the program, activity, or service provided by the program.

The proposed project is to conduct improvements and identify blight of significant importance to the project area residents.

4. The resources available at no cost to the recipient.

Currently, internet sites can be utilized to translate some written materials. Additionally, local volunteers will be identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project, when applicable, at no cost.

Certification: Based on the above Four-Factor Analysis, Montgomery County is not required to develop a Language Access Plan (LAP). However, the County will make all reasonable attempts to accommodate the language access needs of residents requesting oral translation during citizen participation activities.

John Frey,
County Commissioner

Date

PHP Extension Project Change Order #2

Friday, September 20, 2024 8:32 AM

CHANGE ORDER

OWNER CHANGE ORDER

OWNER: City of Crawfordsville and Montgomery County

CONTRACTOR: Crider & Crider, Inc.

DATE: 9/9/24

PROJECT: Purple Heart Parkway Extension

CHANGE ORDER: #2

CONTRACTOR: Crider & Crider, Inc.
1900 Liberty Drive
Bloomington, IN 47403

The Contract is changed as follows:

See attachment marked Appendix "B" for details

Not valid until signed by the Owner and Contractor

The original (Contract Sum) (Lump Sum) was..... \$5,344,598.25
Net change by previously authorized (Change Order(s))..... \$217,135.33
The (Contract Sum) (Lump Sum) prior to this Change Order was..... \$5,561,733.58
The (Contract Sum) (Lump Sum) will be (increased) (decreased) (unchanged) by this Change Order.... (\$83,802.00)
The new (Contract Sum) (Lump Sum) including this Change Order will be..... \$5,477,931.58
The Contract Time will be (increased) (decreased) (unchanged) by..... \$

Approved this ___ day of _____, 2024.

Owners:

Montgomery County Commissioners:

John E. Frey, President
Montgomery County Government Center
1580 Constitution Row - Suite E
Crawfordsville, IN 47933

City of Crawfordsville:


Mayor Todd Barton
Crawfordsville Municipal Building
300 E. Pike Street
Crawfordsville, IN 47933

Contractor:


Lynn Thurman - Project Manager

Crider & Crider
1900 Liberty Drive
Bloomington, IN 47403

Approved by:


Victor Van Allen - Project Supervisor

VS Engineering
8 N. 3rd Street, Suite 302
Lafayette, IN 47901

COUNTY-WIDE BURN BAN EFFECTIVE: 9-19-24

Friday, September 20, 2024 8:35 AM

LOCAL DISASTER EMERGENCY DECLARATION

MONTGOMERY COUNTY, INDIANA

September 19, 2024

WHEREAS, Montgomery County, Indiana is immediately threatened by a natural disaster-specifically countywide drought conditions, and;

WHEREAS, as of September 19, 2024, we find Montgomery County to be at risk of widespread fire hazards because of the ongoing drought conditions and;

WHEREAS, a countywide burn ban affecting certain activities is an appropriate public safety response to the fire hazards presented by the current drought conditions;

NOW THEREFORE, the acting principal executive officer of the Montgomery County Board of Commissioners, declares, pursuant to the provisions of IC 10-14-3-29, that a state of emergency exists in the County and that it is hereby invoked and declared those portions of the Indiana Code which are applicable to the conditions and have caused the issuance of this declaration, to be in full force and effect in the County for the exercise of all necessary emergency authority for protection of the lives and property of the people of Montgomery County.

It is also declared that, effective immediately, the following activities are prohibited in Montgomery County.

1. Campfires and other recreational fires, unless enclosed in a fire ring with dimensions of 23 inches in diameter X 10 inches high or larger;
2. Open burning of any kind using conventional fuel such as wood, or other combustible matter, with the exception of grills fueled by charcoal briquettes or propane;
3. The burning of debris, such as timber for vegetation, including such debris that results from building construction activities and any other open-air fires, including the use of fireworks;

Burning will be allowed in burn barrels with a ¼" mesh top from dawn to dusk only. All burning must be monitored

Reference is hereby made to all appropriate laws, statutes, ordinances, and resolutions and particularly to Section 10-14-3-29 of the Indiana Code.

All public office and employees of Montgomery County are hereby directed to exercise the utmost diligence in the discharge of duties, required of them for the duration of the emergency and in execution of emergency laws, regulations, and directives whether state or local.

All residents are called upon and directed to comply with necessary emergency measures to cooperate with public officials and Emergency Management forces in executing emergency plans and to obey and comply with the lawful directions of properly identified officers. A person who knowingly, intentionally, or recklessly violates this Order commits a Class B infraction.

This Declaration will remain in effect until September 26, 2024 unless it is continued or renewed by a majority of the Board of the Montgomery County Commissioners.

In Witness Whereof, the acting principal executive officer of the Montgomery County Commissioners has hereunto set his hand this 19th day of September, 2024.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:



Jim Fulwider, Commissioner

Bridge Scour Award Bids, Notice to Proceed, Approve LPA Contract

Thursday, September 19, 2024 8:48 AM

Printout

Thursday, September 19, 2024 9:54 AM

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of September 23, 2024 ("Effective Date") by and between Montgomery County, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and United Consulting ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 2101715

Project Description: Bridge Rehabilitation or Repair IF 8821 Bridge 66 CR 300 S – 390 ft E of intersection of US 136 and CR 300 S, Right-of-Way Services

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2027. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 10,610**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT 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 contracts, 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 contract, grant, loan, or cooperative agreement.

- ii. 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 this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all 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.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

- 7. **Compliance with Laws.**

- A. The CONSULTANT 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. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT'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;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Mr. Jake Lough
Highway Director
Montgomery County Highway Department
818 North Whitlock Avenue
Crawfordsville, IN 47933

Notices to the CONSULTANT shall be sent to:

Michael Rowe, P.E.
United Consulting
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA 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, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Signature

Michael Rowe, PE
President

John E. Frey, President

Signature

Signature

Jon Clodfelter, PE
Vice President

Jim Fulwider, Vice President

Signature

Dan Guard, Member

Attest:

Signature

Mindy Byers, Auditor

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities on 2 Parcels of proposed Right-of-Way acquisition:

A. APPRAISALS

1. The CONSULTANT shall provide Indiana Department of Transportation (INDOT) approved appraisers to complete the appraisal work.
2. Each Appraiser shall be familiar with the plans for this project and the parcels herein designated.
3. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
4. The appraisals shall be completed in a manner consistent with INDOT's Real Estate Division Manual.
5. The CONSULTANT shall report the findings of the appraisals in INDOT's LRS.

B. BUYING

1. The CONSULTANT shall provide a Right-of-Way Buyer to present the LOCAL PUBLIC AGENCY'S offer for the required land to each property owner. The Buyer shall be a licensed real estate broker in the state of Indiana and on INDOT's approved list of buyers.
2. This work shall not be sublet, assigned or otherwise performed by anyone other than the Buyer.
3. The Buyer shall perform the services under this Agreement in compliance with INDOT's Real Estate Division Manual.
4. The CONSULTANT shall report the findings of the negotiations in INDOT's LRS.

C. LAND ACQUISITION MANAGEMENT

1. The CONSULTANT shall be responsible for administering, scheduling, and coordinating the activities necessary to certify that the right of way has been acquired and the project is clear for construction. This responsibility shall include:
 - a. Meetings, conferences, and coordination with property owners, relocatees, attorneys, engineers, appraisers, buyers, the LOCAL PUBLIC AGENCY, and INDOT, including official certification of property as required by INDOT to receive federal funds.
 - b. The CONSULTANT shall coordinate the delivery of payment to each property owner and relocatee.

D. RIGHT-OF-WAY CONTINGENCY

The CONSULTANT shall perform additional right-of-way services work as directed by the LOCAL PUBLIC AGENCY. This work shall be authorized on a case-by-case basis by the LOCAL PUBLIC AGENCY.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
3. Conveyance document templates, which have been prepared or approved by the LPA's legal counsel.
4. Approval of Offers to Purchase.
5. Actual relocation and land acquisition costs.
6. Coordination with the Court system, relative to any Parcel that may go the Condemnation route.
7. Legal counsel for condemnation proceedings and for legal services as may be required for securing any proposed Parcel on the project.
8. Coordination with County officials to waive the Recording fees.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LOCAL PUBLIC AGENCY (LPA).

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule, but no later than 182 calendar days; inclusive of review time by INDOT and the LPA, but exclusive of any Condemnations.

A. APPRAISALS

1. All parcels complete within 63 calendar days from notice to proceed from LPA.

B. BUYING

1. Offers to Purchase shall be extended within 14 calendar days after FMIS Authorization for Right-of-Way from INDOT and LPA approval of "Appraisal for Just Compensation", whichever occurs last.
2. Negotiations/Settling shall occur within 91 calendar days after LPA approval of the "Appraisal for Just Compensation".

C. LAND ACQUISITION MANAGEMENT

1. Occurs throughout the duration of the Right-of-Way Services, following receipt of notice to proceed from LPA.

APPENDIX "D"**COMPENSATION:****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee, which includes Appraisals, Review Appraisals, Buying, Right-of-Way Management, and Right-of-Way Contingencies not to exceed \$10,610 unless a modification of the Agreement is approved in writing by the LPA.
2. The CONSULTANT shall be paid Unit Rates for the Land Acquisition services performed under this Agreement in accordance with the following schedule. All unit prices are estimated based on the scope of work currently identified from the completed and approved Appraisal Problem Analysis (APA) reports.

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
a. Appraisals (Waiver Valuations)	2	\$ 755	\$ 1,510
b. Buying (Permanent)	2	\$ 2,250	\$ 4,500
c. Land Acquisition Mgmt.	2	\$ 1,800	\$ 3,600

3. The CONSULTANT shall receive payment for the work performed under this Agreement on a lump sum basis in accordance with the following schedule:
 - a. Contingency \$ 1,000

B. Method of Payment:

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA with a copy to the PROJECT COORDINATION CONSULTANT for review. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed and prior payments in a form acceptable to the LPA.

2. The LPA for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LPA and upon the CONSULTANT submitting an invoice as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6 (changes in work) of the General Provisions, set out in this Agreement.

Notice to Bidders: TKM Bldg Access Improvements

Thursday, September 19, 2024 9:59 AM

NOTICE TO BIDDERS

Notice is hereby given that the Montgomery County Commissioners, by and through the Board of Commissioners of Montgomery County, Indiana; hereinafter referred to as the *OWNER*, will receive sealed bids for the following project:

THOMAS K. MILLIGAN JUSTICE CENTER ACCESS IMPROVEMENTS

Proposals may be forwarded individually by registered mail or delivered in person, addressed to the Montgomery County Commissioners, 1580 Constitution Row., Crawfordsville, IN 47933, prior to **8:00 a.m.**, October 28, 2024. Bids received after the **8:00 a.m.** deadline will not be considered but will be returned to the bidder unopened. **The building will be open before 8:00 am.**

All proposals will be received by the *OWNER* at a public meeting held in the Community Meeting Room of the Montgomery County Government Center, 1580 Constitution Row, Crawfordsville, IN 47933, and opened and read aloud at **8:00 a.m.** local time, **October 28, 2024.**

The work to be performed and the proposals to be submitted shall include a bid for all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project.

The Contract Documents, including plans and specifications, are on file in the Office of the Montgomery County Board of Commissioners, 1580 Constitution Row, Crawfordsville, IN 47933. Plans and Specifications may be reviewed during regular County business hours.

Contractors interested in bidding and/or reviewing this project may obtain copies of the Contract from ReproGraphix Inc., 437 N. Illinois Street, Indianapolis, IN 46204 (317) 637-3377, in either printed or electronic form, by registering as a plan holder and placing online orders at www.eplanroom/reprographics.com. Contract documents can be provided in PDF or hard copy format for a non-refundable fee per set. Contact ReproGraphix for pricing. Partial sets will not be available. The Architect/Engineer for this project is, DLZ Indiana LLC, 138 North Delaware Street, Indianapolis, Indiana 46204. Contact information for RFI's and/or product substitution requests can be made by contacting Sara Huss at shuss@dlz.com. Bidders shall assure that they have obtained complete sets of drawings and Contract Documents and shall assume the risk of any errors or omissions in bids prepared in reliance on incomplete sets of drawings and Contract Documents.

Each proposal must be enclosed in a sealed envelope, bearing the title of the project, bid opening date and the name and address of the bidder firmly affixed. **The Bid documents to be thus submitted by each bidder shall consist of all of the documents listed in section 5.3 of the Instruction to Bidders. The bidder shall affix identifying tabs to the following sheets of each proposal:**

- **Bidder's Itemized Proposal and Declarations**
- **Bid Bond**
- **Standard Questionnaire and Financial Statement**

Each individual proposal shall be accompanied by a certified check or acceptable **Bidder's Bond**, made payable to the Montgomery County Auditor, in a sum of not less than **five percent** of the total amount of the proposal, which check or bond will be held by the said Montgomery County Auditor as evidence that the bidder will, if awarded a contract, enter into the same with the **OWNER** upon notification from them to do so within ten days of said notification. Failure to execute the contract and to furnish a performance bond as required will be cause for forfeiture of the amount of money represented by the certified check, or bidder's bond, as liquidated damages. The Commissioners at their discretion reserve the right to waive any and all informalities in the bidding. All bids submitted shall be valid for 90 days from the opening of the bids.

Montgomery County reserves the right to ask for clarification for any bid submitted. The specification herein states the minimum requirements. It shall be the Bidder's responsibility to carefully examine each item of the specification. **Any bid not in substantial compliance with these specifications will be rejected. It will be the responsibility of the Bidder to conform to the requirements unless deviations have been specifically cited by the Bidder and acceptance made on the basis of the exception.**

The Board of Commissioners for Montgomery County Indiana acknowledges its responsibility to comply with the American Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternate audio/visual devices, and amanuenses) for participation in or access to County sponsored public programs, services and or meetings, the county requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, services and/or meeting. To make arrangements, Contact Lori Dossett, Commissioners Executive Assistant, at (765) 361-2623 or lori.Dossett@montgomerycounty.in.gov

To Be Advertised:

October 2, 2024

October 9, 2024

If non-English speaking representatives or persons with disabilities need to have arrangements made please contact Lori Dossett, Commissioners Executive Assistant at 765-361-2623 within 3 business days prior to the Pre-Bid Conference or Bid Opening to have the necessary arrangements made.

Award Courthouse Renovation Project Bids - Engineers Estimate \$5,055,496

Thursday, September 19, 2024 10:21 AM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

September 19, 2024

Montgomery County Board of Commissioners
Attention: Mr. Tom Klein, County Administrator
1580 Constitution Row
Crawfordsville, Indiana 47933

Project: Montgomery County Courthouse Renovations
DLZ Project # 2263-1096-70

RE: Bidding Conformance

Dear Tom,

On September 9, 2024, Montgomery County Commissions received four bids for the Montgomery County Courthouse Interior and Exterior Renovations Bid Tabulation Form with the bid result is attached for your reference.

Upon DLZ's review of the bid provided by J.R. Kelly Company, Inc., it appears to meet the requirements set forth within the bidding documents. The combined bid of base bid plus alternates #1, #2 and #4 (there was no alternate #3) is below DLZ's estimate of \$5,055,496.

DLZ has review the subcontractor and materials list and take no exceptions to any item or firm on the list. We have also contacted references for the proposed masonry contractor, The Blakley Corporation, and all state they would use Blakley's again.

DLZ recommends that the Montgomery County Attorney review J.R. Kelly Company, Inc. bid as well for legal compliance. Upon Montgomery County Attorney's review and approval, DLZ will issue the Notice to Proceed and draft the final Standard Form of Agreement Between Owner and Contractor. Please forward written correspondence of any formal action/approval to my attention.

DLZ looks forward to helping Montgomery County during this stage of your project.

If you have additional comments, please contact me at (317) 771-7582 or at hstellema@dlz.com.

Respectfully submitted,

DLZ INDIANA, LLC

Henry Stellema, AIA, CDT– Project Manager

CC: Eric Ratts – DLZ

138 N Delaware St, Indianapolis, IN 46204-2524 | OFFICE 317.633.4120 | ONLINE WWW.DLZ.COM

Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Fort Wayne Grand Rapids Indianapolis Joliet
Kalamazoo Knoxville Lansing Lexington Logan Madison Maumee Melvindale Merrillville Munster Muskegon Port Huron Saint Joseph San
José South Bend Waterford

DLZ PROJECT # 2263-1096-70		LOCATION: Crawfordsville, Indiana			BID DATE: Monday, September 9, 2024			
PROJECT NAME: Montgomery Courthouse Interior and Exterior Renovations					TIME: 8:00 AM			
BIDDER NAME	SPENCER CONSTRUCTION COMPANY INC.	J.R. KELLY COMPANY, INC.	BERGLUND CONSTRUCTION COMPANY	BRANT CONSTRUCTION	DLZ ESTIMATE			
BASE BID	\$ 4,448,000.00	\$ 4,398,000.00	\$ 4,873,281.00	\$ 5,311,000.00				
ALTERNATE #1	\$ 92,000.00	\$ 22,000.00	\$ 19,315.00	\$ 34,000.00				
ALTERNATE #2	\$ 38,000.00	\$ 75,000.00	\$ 6,241.00	\$ 80,000.00				
ALTERNATE #3	N/A	N/A	N/A	N/A				
ALTERNATE #4	\$ 98,000.00	\$ 91,000.00	\$ 67,442.00	\$ 99,000.00				
STONE REPAIR UNIT PRICE/SQFT	\$ 290.00	\$ 144.00		\$ 190.00				
BID BOND								
Addendum #1	7/29/2024	7/29/2024	7/29/2024	7/29/2024				
Addendum #2	8/8/2024	8/8/2024	8/8/2024	8/8/2024				
Addendum #3	8/16/2024	8/16/2024	8/16/2024	8/16/2024				
Addendum #4	8/29/2024	8/29/2024	8/29/2024	8/29/2024				
Addendum #5	9/5/2024	9/5/2024	9/5/2024	9/5/2024				
TOTAL	\$ 4,676,000.00	\$ 4,586,000.00	\$ 4,966,279.00	\$ 5,524,000.00	\$ 5,055,496.00	\$ -	\$ -	\$ -

Resolution 2024-21: Acceptance of Preliminary Engineering Report from DES Engineering, LLC for the Alamo Gymnasium

Thursday, September 19, 2024 10:30 AM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Resolution No. 2024-21

Acceptance of the Preliminary Engineering Report from DES Engineering, LLC for the Alamo Gymnasium

WHEREAS, DES Engineering, LLC has prepared a Preliminary Engineering Report (PER) concerning the structural integrity, environmental hazards, and overall condition of the Alamo Gymnasium, located just outside the Town of Alamo, and;

WHEREAS, the Preliminary Engineering Report includes findings and recommendations related to the necessary actions for addressing public health, safety concerns, and potential environmental hazards posed by the deteriorating condition of the gymnasium and;

WHEREAS, the Montgomery County Board of Commissioners has reviewed the findings of the Preliminary Engineering Report and acknowledges its importance in guiding the clearance of the Alamo Gymnasium site and;

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board of Commissioners hereby formally accepts the Preliminary Engineering Report prepared by DES Engineering, LLC and;

BE IT FURTHER RESOLVED that Montgomery County will use the findings and recommendations contained in the report as a key reference in the planning and execution of the Alamo Gymnasium Blight Clearance Project.

Adopted this 23rd day of September, 2024 by the Montgomery County Board of Commissioners.

Montgomery County Board of Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Resolution 2024-22 Declaration of Intent to Provide Matching Funds for the Alamo Gymnasium Project OCRA Grant Program - \$188

Thursday, September 19, 2024 10:46 AM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Resolution No 2024-22

DECLARATION OF INTENT TO PROVIDE MATCHING FUNDS

WHEREAS, Montgomery County intends to address certain slum and blighted property;
and

WHEREAS, Montgomery County intends to pursue financial assistance from the Office of Community and Rural Affairs, Slum and Blight Program for the purpose of demolishing the Alamo Gymnasium;

NOW, THEREFORE, BE IT RESOLVED that Montgomery County declares its official intent to utilize \$188,450 dollars of local funds from the General Fund for the required matching funds as part of the Office of Community and Rural Affairs Slum and Blight program grant application. The Council also authorizes Tom Klein, as its County Administrator, to make, execute, and deliver such instruments and covenants at his discretion to provide said matching funds for the project subject to grant award.

Adopted this 23rd day of September, 2024.

Montgomery County Board of Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Resolution 2024-23 Authorizing the Lease of County Farm, Authorizing Solicitation of Bids, Appointing Appraisers and Approving Form of Lease

Friday, September 20, 2024 9:50 AM

Printout

Friday, September 20, 2024 10:03 AM

Montgomery County Board of Commissioners

Resolution 2024 – 23

A Resolution Authorizing the Lease of County Farm, Authorizing Solicitation of Bids, Appointing Appraisers, and Approving Form of Lease

Whereas, for several years, the Board of Commissioners has leased the County Farm along Whitlock Avenue and Memorial Drive; and

Whereas, the lease from the 2024 farming season is expiring; and

Whereas, pursuant to Ind. Code §36-1-11-10, the Board of Commissioners has considered the County Farm's best use, and it finds that, because of the likelihood that the real estate may be sold to promote economic development, it is in the best interests of Montgomery County and its citizens to maintain control of the real estate and continue to lease it rather than to sell, transfer, or exchange the real estate; and

Whereas, the County Administrator should publish notice to interested persons to submit bids for the lease of the County Farm; and

Whereas, the Board appoints Assessor Sherri Bentley and Building Commissioner Marc Bonwell, two County employees who are familiar with the value of the real estate, as appraisers for the purpose of determining the fair market lease value of the County Farm; and

Whereas, the Board has reviewed the proposed lease agreement to be used in this transaction, and the Board approves the form of lease.

Therefore, it is hereby resolved:

1. the County Farm should be leased;
2. the County Administrator should publish notice for the solicitation of bids for leasing the County Farm;
3. Assessor Sherri Bentley and Building Commissioner Marc Bonwell are hereby appointed as appraisers, and they will determine the fair rental value of the County Farm;
4. the form lease is approved and attached to this Resolution.

Adopted this 23rd day of September, 2024.

A Majority of the Montgomery County
Board of Commissioners

John Frey, President

James D. Fulwider, Vice President

ATTEST:

Dan Guard, Member

Mindy Byers, Auditor

Cash Farm Lease Agreement

WHEREAS, on or about _____, the Montgomery County Board of Commissioners (Landlord), awarded the lease of the County Farm to _____ (Tenant); and

WHEREAS, the Montgomery County Board of Commissioners agrees to lease to the Tenant, and Tenant agrees to lease the County Farm from the Board, under the following terms and conditions:

Section I. Date, Contracting Parties, Description of Property, and Term of the Lease

1.01 **Parties:** This lease agreement is made this 22nd day of November, 2021, by and between the Board of Commissioners of Montgomery County, Indiana ("Landlord"), whose mailing address is 110 W. South Blvd., Crawfordsville, IN 47933;

and

Tenant: _____ ("Tenant").

1.02. **Farm Premises:** The Landlord, in consideration of the agreements with the Tenant, leases to the Tenant, to occupy and to use for agricultural purposes only, the tillable acres on the former Montgomery County Farm located in Sections 28 and 29, Township 19 North, Range 4 West, in Montgomery County, Indiana located on both sides of Whitlock Avenue and Memorial Drive north of Crawfordsville, Indiana, consisting of approximately 24.6 tillable acres, excluding all buildings and fixed improvements thereon, and subject to all easements now existing or which the Landlord may grant in the future. The Landlord reserves the right to change the tillable acres during the term of this lease in the event Landlord sells or transfers any or all of the tillable land or decides to use all or part of the farm premises for another use. In the event the Landlord sells, transfers, or decides to use the farm premises for another use, the Landlord will provide to the Tenant with written notice of its intention to change the tillable acres, but any such change will not be effective until the following January 1st in order to allow the Tenant to harvest the growing crops on the farm premises. In addition, if the

Landlord changes the tillable acres, the rent shall be reduced for the following crop year on a pro-rata basis during the remaining term of the lease.

1.03. **Term:** The term of this lease shall be for a period of three years, beginning March 1, 2025 and ending on February 28, 2028. The term covers the 2025, 2026, and 2027 crop seasons. No notice of termination will be required to terminate this tenancy as this agreement provides for a definite term.

1.04. **Partial Termination:** As provided for in Paragraph 2, the Landlord reserves the right to sell, transfer or change the use of all or any part of the leased premises at any time during the term of this lease agreement, upon written notice of total or partial termination to Tenant.

Section II. Land Use and Cropping Program

2.01. **Land Use.** The leased premises shall be used for the production of corn and soybeans only, and no other crops shall be planted or grown without Landlord's prior written consent. The Tenant shall adhere to all applicable federal, state, and local laws, rules and regulations, and shall use the leased premises only in such ways as are consistent with good farming practices and that ensure current and future eligibility for participation in federal, state and local agricultural programs.

2.02. **Cropping Programs:** The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, or other purposes shall be at the option of the Tenant, who shall be solely entitled to the payments from participation in any farm programs with regard to the leased premises covered by this lease.

Section III. Amount of Fixed Cash Rent

3.01. **Rent.** The Tenant shall pay to the Landlord cash rent at a rate of \$_____ per tillable acres, for the gross sum of \$_____ annual rent for the entire tillable acreage referred to in Section I.

3.02. **Payment of Cash Rent.** The annual cash rent shall be paid in equal semiannual installments of \$_____. The first installment is due at the time of the execution of the lease. The second installment will be due on November 15, 2025. Rent for the remaining years will be due on or before each April 15 and November 15 during the term of this lease.

3.03 **Interest.** If rent is not paid when due, the Tenant agrees to pay interest on the amount of unpaid rent at the rate of 18% per annum from the due date until paid.

Section IV. Tenant's Duties in Operating the Farm. The Tenant further agrees to perform and observe the following requirements and restrictions:

4.01. Activities Required:

4.01.1. To furnish all the machinery, equipment, fuel, and power and all related operation and maintenance expenses necessary to farm the premises properly.

4.01.2. To furnish all seed, fertilizers, herbicides and pesticides.

4.01.3. To follow the farming practices that are generally recommended for and that are best adapted to this type of farm and for this locality, unless other practices are agreed upon.

4.01.4. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.

4.01.5. To prevent noxious weeds from going to seed on the leased premises; to cut the weeds in lots, fence rows, and along roads to prevent reseeding.

4.01.6. To preserve established watercourse, ditches, tile drains, tile outlets, and terraces, and to refrain from any operation that will injure them.

4.01.7. To keep the leased premises neat and orderly.

4.01.8. To prevent all unnecessary waste, loss, and/or damage to the property of the Landlord.

4.01.9. To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement water conservation and soil erosion control practices to comply with the soil loss standards mandated by local, state and federal agencies.

4.01.10. To apply, store, transport, handle and use all crop nutrients, pesticides, herbicides, and other chemicals, and dispose of containers in accordance with state and federal regulations and recommendations, and to use prudence and care in doing the same; and to read and follow label instructions for the use of such materials. All chemicals used by the Tenant on the leased premises shall be applied by a licensed operator as required by law.

4.01.11. To conduct a soil test both at the commencement of this lease and at the termination of this lease to ensure that the levels of crop nutrients in the soil on the leased premises at the end of the lease are at least as great as those at the beginning of the lease. If the crop nutrient levels in the soil on the leased premises are less at the end of the lease than at the beginning, they shall be restored to their original levels at the Tenant's expense.

4.01.12. To annually provide to the Landlord, at the Landlord's request, a written report indicating the product name, amount, date of application, and location of application of all pesticides, crop nutrients, and seed used on the farm.

4.01.13. The Tenant agrees to indemnify, defend, and hold harmless the Landlord against any liability and/or pay for any and all damages, losses, or expenses incurred by the landlord in connection with the application, storage, transportation, handling, use, and disposal of all crop nutrients, pesticides, herbicides, and other chemicals used by the Tenant on the leased premises.

4.01.14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements, now in effect or which may become effective, necessary to qualify current and future parties of interest to participate in federal farm programs.

4.02. Activities Restricted. The following activities by the Tenant are restricted, and the Tenant will not:

4.02.1. assign this lease to any person or persons nor to sublet any part of the leased premises.

4.02.2. erect or permit to be erected any structure or building or to incur any expense to the Landlord for such purposes.

4.02.3. plow permanent pasture or meadowland.

4.02.4. dispose of any chemicals or chemical containers on the leased premises.

4.02.5. remove cornstalks, straw, or other crop residues grown upon the farm without the Landlord's prior written consent.

4.02.6. cut live trees for sale purposes or personal uses.

4.02.7. erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.

4.02.8. permit, encourage, or invite other persons to use any part or all of the leased premises for any purpose or activity not directly related to its use for agricultural production.

Section V. Management and Business Procedures

5.01. **Production Records:** The Tenant agrees to keep production records of the farm business and to furnish copies to the Landlord, at the Landlord's request.

5.02. **Damages.** At the end of the lease, the Tenant agrees to pay the Landlord reasonable compensation for any damages to the farm for which the Tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damage outside the control of the Tenant is excepted.

5.03. **Independent Contractor.** The Tenant shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and worker's compensation contributions, and the Landlord shall have no responsibilities therefore.

Section VI. Default, Possession, Rights, privileges, Liability, Lien and Security Interest

6.01. **Default and Remedies.** If either party fails to carry out substantially the terms of this lease in due and proper time, the other party shall provide the defaulting party with notice of the defect, except that non-payment shall not require notice of default and shall constitute default the day immediately after it was due. If the defaulting party has not cured the defect within 30 days of receipt of notice of the defect or if the default is for non-payment, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 10 days from the date of such notice. In the event of default, the non-breaching party will be entitled to recover from the breaching party any and all attorney's fees, court costs and expenses of litigation incurred by the non-breaching party in enforcing this agreement.

6.02. **Yielding Possession.** The Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Landlord without further demand or notice, in as good order and condition as when they were entered upon by the Tenant, loss by fire, flood, or wind, and ordinary wear excepted.

6.03. **Landlord's Lien.** The landlord's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Tenant in favor of Landlord, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. At the Landlord's request, the Tenant shall provide the Landlord with the names of persons to whom the Tenant intends to sell crops grown on these premises. The Tenant shall not sell crops to any buyer not listed without first obtaining written consent of the Landlord. The Tenant consents to any filing required by law to perfect the statutory landlord's lien upon crops.

6.04. **Landlord's Right of Entry and Inspection.** The Landlord reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to inspect them and/or the farming methods being used, to work or make repairs or improvements thereon, to care for and dispose of the Landlord's share of crops, to develop mineral resources as provided below.

6.05. **No Hunting.** Tenant may not hunt game or permit others to hunt game on the leased premises.

6.06. **Mineral Rights.** Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby served by the Landlord together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Landlord agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.

6.07. **Assumption of Risk:** The Tenant takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

6.08. **Transfer of Ownership.** Except as provided for in Paragraph 2, the transfer of ownership of this farm shall be subject to the provisions of this lease.

Section VII. Enforcements of Agreements

7.01. **Binding Effect.** The provisions of this lease shall be binding on the heirs, executors, administrators, successors, and assigns of both Landlord and

Tenant in like manner as upon the original parties, except as otherwise provided by mutual written agreement.

7.02. **Modification.** Amendments and alterations to this lease shall be in writing and shall be signed by both the Landlord and the Tenant.

7.03. **No Partnership.** This lease shall not be deemed, nor is it intended to give rise to, a partnership agreement.

7.04. **Governing Law.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

7.05 **Venue.** The parties agree that venue for any cause of action arising from this agreement shall be in any court of competent jurisdiction in Montgomery County, Indiana.

7.06. **Severability.** The parties hereto agree that if any clause of this lease is held unenforceable, the balance of the lease shall remain in full force and effect.

7.07. **Representations of Tenant:** The Tenant represents that neither the Tenant nor any principals of the Tenant is not delinquent in the payment of any real estate taxes or assessments owing to Montgomery County.

7.08. **Statutory Compliance.** The Tenant shall execute and deliver any and all affidavits required by law, including but not limited to affidavits concerning immigration, business with Iran, and nepotism.

In Witness Whereof, the parties have executed this lease agreement at
Crawfordsville, Indiana, on the date first set forth above.

LANDLORD:

TENANT:

BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA

By: _____
John Frey, President

By: _____
James D. Fulwider, Vice President

By: _____
Dan Guard, Member

Attest:

Mindy Byers, Montgomery County Auditor

Resolution 2024-24 Montgomery County Courthouse Lease Rental Bonds

Friday, September 20, 2024 1:02 PM