

Agenda

Wednesday, March 6, 2024 1:10 PM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, MARCH 11, 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 - \$5,570,635.53 & 3/8 Payroll - \$463,508.73

Minutes: February 12, 2024

February 26, 2024

Approval of Settlement and Release Agreements for Case 54C01-1409-PL-000774

OLD BUSINESS

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team

NEW BUSINESS

Approve Notice to Bidders - Hay Harvest - County Property Located @ US Highway 136

Approve DLZ Design Contract - ADA Upgrades to Thomas K. Milligan Justice Center

ORDINANCES

Final Reading Ordinance 2024-9: Creating 2024 READI Grant Fund - \$2,033,333

RESOLUTIONS

Resolution 2024-5: Declare Surplus Equipment Handgun to Retiring Deputy Todd

OTHER BUSINESS

ADJOURNMENT

****Next meeting March 25, 2024 @ 8am****

Agenda Memo

Thursday, March 7, 2024 11:15 AM

AGENDA MEMO

MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING MONDAY, MARCH 11, 2024

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP & Payroll

Minutes: February 12, 2024

February 26, 2024

Approval of Settlement and Release Agreements for Case 54C01-1409-PL-000774

OLD BUSINESS

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team

MCHD and the City of Crawfordsville Mobile Integrated Health are community partners and have a shared mission to improve the health performance of residents of Crawfordsville and the surrounding areas of Montgomery County.

Upon the terms and subject to the conditions set forth in the Agreement, at the Effective Date the full-time Mobile Integrated Health Community Paramedic will be recruited, screened and hired by Mobile Integrated Health, and will be a full-time employee of the City of Crawfordsville.

The recruitment and hiring of this position shall be effective at such time the MOU is approved by both boards of MCHD and MIH, no later than the end of March 30, 2024. The portion of funding being provided by the MCHD will be paid in quarterly increments to Mobile Integrated Health once both parties sign the MOU, and an invoice is received from Mobile Integrated Health.

NEW BUSINESS

Approve Notice to Bidders - Hay Harvest - County Property Located @ US Highway 136

Montgomery County now owns parcel 54-10-11-200-018.000-025 located on the southwest corner of US136 and Nucor Road. The property will be used for the construction of the Nucor Road overpass project. Construction is not scheduled to begin until 2025. The property currently is planted in hay and the County is requesting to issue a Notice to seek bidders to harvest the hay in 2024.

Approve DLZ Design Contract - ADA Upgrades to Thomas K. Milligan Justice

Center Total Construction Cost - \$105,000

Contract is for design services provided by DLZ for the ADA Upgrades and Improvements

DLZ shall provide professional engineering services for preparation of design and construction bid documents for general improvements to the Thomas K. Milligan Justice Center currently housing the Probation Department. The design will include accessibility-related improvements to the south side of the project site located at 307 Binford Street. The project will include:

- Clearing and removal of existing lawn, concrete sidewalks, portions of the existing porch and pergola, rear entry door and other select site items located within the project limits.*
- Mill and overlay of existing asphalt.*
- Construction of new sidewalks, handrails, and accessible parking/route signage.*
- New porch slab, guardrails, and window well treatments.*
- Replacement of existing door and threshold.*
- Coordination with security consulting regarding electrical and security system connections for operation of electric door strike.*

Construction to commence fall of 2024 and be completed by spring of 2025.

ORDINANCES

Final Reading Ordinance 2024-9: Creating 2024 READI Grant Fund - \$2,033,333

Montgomery County approved to receive a grant from Indianapolis Metropolitan Planning Organization (MPO) in the amount of \$2,033,333 for expenses related to the Montgomery County Purple Heart Parkway Extension Project.

RESOLUTIONS

Resolution 2024-5: Declare Surplus Equipment Handgun to Retiring Deputy Todd

Sheriff Ryan need has submitted a request to declare Deputy Richard Todd's service revolver as surplus to surrender the weapon to him upon his retirement.

OTHER BUSINESS

ADJOURNMENT

****Next meeting March 25, 2024 @ 8am****

Minutes: February 12, 2024

Thursday, March 7, 2024 11:14 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, FEBRUARY 12, 2024

The Montgomery County Commissioners met in regular session on Monday, February 12, 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:
President John E. Frey and Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; Assistant County Attorney Tyler Nichols; Auditor Mindy Byers; Building Administrator Marc Bonwell; Sheriff Ryan Needham; Highway Director Jake Lough; Mapping Administrator Mike Davis; Assessor Sherri Bentley; Health Administrator Adrienne Northcutt; CCC Director Sherri Henry.

PLEDGE & PRAYER

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

CONSENT AGENDA

Approval of Claims:

Accounts Payable - \$3,286,751.64

Payroll 1/12 - \$481,249.43 & 2/9 -459,094.54

Minutes – January 22, 2024

Acknowledge Receipt of 2023 Sugar Creek Advisory Board Annual Report -

The Sugar Creek Advisory Board is required to submit an annual report to the BOC each year.

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

**PRESENTATION: MONTGOMERY COUNTY EMPLOYEE OF THE YEAR AWARD –
JAIL CAPTAIN TRAVIS KING**

NEW BUSINESS

Award Bids - Purple Heart Parkway Extension Project

Upon the recommendation of Engineer Ryan Pattenaude Crider & Crider -
\$5,344,598.25

Commissioner Guard moved to award the bid to Crider & Crider for the Purple Heart Parkway Extension Project. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

2023 EMS Report -

Barry Ritter of Ritter Strategic Services has completed the 2023 quality assurance report regarding the provision of EMS services by the City to the Townships excluding Union Township. The report shows that the City has met or exceeded performance requirements outlined in the contract with the County. The Medic 54 ambulance responded to 660 emergency calls (71%) in the Townships excluding Union Township and other CFD resources responded to 272 calls (29%). The average response time was 10.04 minutes which is about 7 minutes faster than the contract's maximum acceptable response time.

Commissioner Guard moved to award the bid to Crider & Crider for the Purple Heart Parkway Extension Project. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

2024 50/50 Dust Control Program - Program runs from February 20 to April 5, 2024. Dust control is an oil application that is sprayed in front of a residence on gravel roads. If they choose to participate, Montgomery County will pay half the cost to apply dust control up to 600', the minimum order is 300'.

Length of Application	Montgomery County Responsibility	Resident Responsibility	Total Cost
300 ft	\$505.48	\$500.00	\$1005.48
400 ft	\$670.65	\$670.00	\$1340.65
500 ft	\$840.81	\$835.00	\$1675.81
600 ft	\$1005.97	\$1005.00	\$2010.97
Every 100 ft after 600 ft	\$0.00	\$335.00	\$335.00

Commissioner Guard moved to approve the 2024 50/50 Dust Control Program. Seconded by Commissioner Frey. Motion carried 3-0 votes in favor.

Re-Appointment to Public Defender Board - Conrad Harvey - 3yr term

Commissioner Guard moved to table the request. Seconded by Commissioner Frey. Motion carried 3-0 votes in favor.

ORDINANCES

Introduction Ordinance 2024-5: Re-Establishing the Cumulative Bridge Fund -

The tax rate for 2024 for the Cumulative Bridge Fund is \$0.075 per \$100 of assessed valuation, and the maximum property tax rate for the Fund per Indiana Code §8-16-3 is \$0.10 per \$100 of assessed valuation.

Introduction Ordinance 2024-6: Creating 2023 Election Security Local Grant Fund - \$64,240

The Montgomery County Clerk has been approved by the Indiana Secretary of State to receive a grant in the amount of \$64,240 for the purchase of scanners with ballot boxes; barcode scanners; hardware and training as detailed in the grant agreement.

Introduction Ordinance 2024-7: Creating 2024 Well Water Testing Grant Fund - \$2,000

The Montgomery County Health Department has been approved by the Indiana State Department of Health to receive a grant in the amount of \$2,000 for expenses related to well water testing as detailed in the grant agreement. The funds will be used specifically for supplies.

Introduction Ordinance 2024-8: Amending Flood Damage Prevention Regulations

IDEM periodically reviews local flood damage prevention regulations and provides technical corrections for such regulations. Montgomery County has received suggested technical corrections and Building Commissioner Marc Bonwell has recommended that Chapter 151 of the County Code be amended in order to incorporate these technical corrections to Chapter 151.

RESOLUTIONS

Resolution 2024-2: Establishing the Intent to Conduct A Commissioner's Sale to Sell Tax Sale Certificates for Properties That Are Severely Delinquent in Payment of Property Taxes

Three properties are severely delinquent and the BOC shall acquire liens and receive tax sale certificates of the properties listed on Exhibit A of the attachment and sell said certificates at a properly advertised Commissioners Tax Certificate sale.

Commissioner Guard moved to Sell the Tax Sale Certificates for a minimum bid of \$75 + costs. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

Resolution 2024-3: A Resolution Declaring Property as Surplus -

The Montgomery County Probation Department has determined that the miscellaneous IT equipment on Attachment A is no longer useful to the department.

Commissioner Frey moved to approve Resolution 2024-3 Declaring Property as surplus. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

ADJOURNMENT

There being no further business before the Board, meeting adjourned. Meeting adjourned @ 8:18 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, February 26, 2024 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, President

Attest:

Mindy Byers, Auditor

Minutes: February 26, 2024

Friday, March 8, 2024 10:12 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, FEBRUARY 26, 2024

The Montgomery County Commissioners met in regular session on Monday, February 26, 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: President Commissioner John E. Frey; Vice President Commissioner Jim Fulwider and Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; Assistant County Attorney Tyler Nichols; Auditor Mindy Byers; Building Administrator Marc Bonwell; Sheriff Ryan Needham; Chief Probation Officer Andria Geigle; Health Administrator Adrienne Northcutt; CCC Director Sherri Henry; and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

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

CONSENT AGENDA

Approval of Claims:

Accounts Payable - \$1,668,402.25

Payroll - \$470,861.15

Authorize Probation Department Purchase of 2024 GMC 1500 -

\$32,525.25 Truck will replace current 2017 Department Truck which will be used for a trade-in. The following quotes were received from Hubler Chevrolet-\$36,113; York Automotive-\$32,589.25; Rick Wright-York Auto - \$32,525.25. The Department is opting for the 2024 GMC1500 as the quote is the lowest of the three comparable local options.

Permission to put Blue Pinwheels on the Courthouse Lawn in support of

Child Abuse Prevention Month in April - Request received from Firefly Children and Family Alliance. Once DCS has been called to a family's home, Firefly is contacted for help, support and keep the children safe as they work with the families and give them the tools to succeed in life. Blue pinwheels will be seen around town, at schools and local businesses.

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team -

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

PRESENTATION: COMMISSIONERS SCHOLARSHIP for WABASH COLLEGE – SCHOLARSHIP AWARDED to KYLE BOWMAN – SENIOR at North Montgomery High School.

Admissions Director Tim Timmons from Wabash College stated, "Wabash College established two full tuition scholarships in December of 1892 known as the Montgomery County Commissioners Scholarships. These scholarships were in recognition of a generous gift which was given to the College by the Montgomery County Board of Commissioners. Young men from Montgomery County who plan to attend Wabash are eligible to apply for this award if there will be a scholarship available during their freshman year at Wabash. This scholarship is renewable for eight consecutive semesters provided the student remains in good standing with the College and makes normal progress towards graduation. The scholarship is awarded every two years. The Scholarship is valued at \$200,000."

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team - MCHD and the City of Crawfordsville Mobile Integrated Health are community partners and have a shared mission to improve the health performance of residents of Crawfordsville and the surrounding areas of Montgomery County.

Upon the terms and subject to the conditions set forth in the Agreement, at the Effective Date the full-time Mobile Integrated Health Community Paramedic will be recruited, screened and hired by Mobile Integrated Health, and will be a full-time employee of the City of Crawfordsville.

The recruitment and hiring of this position shall be effective at such time the MOU is approved by both boards of MCHD and MIH, no later than the end of March 30, 2024. The portion of funding being provided by the MCHD will be paid in quarterly increments to Mobile Integrated Health once both parties sign the MOU, and an invoice is received from Mobile Integrated Health.

Commissioner Fulwider moved to approve the MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team. Seconded by Commissioner Guard. Commissioner Fulwider expressed his

concerns regarding the MOU and asked for more details regarding questions of how the expenses were determined. Has a new paramedic been hired and if the position is not filled, what are the requirements of the County to continue to fund it. Health Administrator Adrienne Northcutt stated that the MOU has to be sign off by the Health Board. *Commissioner Fulwider moved to table the MOU to the first meeting in March. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

PUBLIC HEARING

PUBLIC HEARING: Re-Establishment of the Cumulative Bridge Fund Attorney Taylor stated, the Cumulative Bridge Fund is for the following purposes: the construction, repair, maintenance and inspection of bridges in Montgomery County. The tax will be levied on all taxable real and personal property in Montgomery County and will not exceed \$0.075 per \$100 of assessed valuation. The proposed tax will be levied beginning with taxes due and payable in the year 2025.

Board President John Frey opened the public hearing @ 8:15 am. Hearing no public comment, the public hearing was closed @ 8:15 am.

OLD BUSINESS

Re-appointment to Public Defender's Board – Conrad Harvey – 3 year term
Commissioner Guard moved to re-appoint Conrad Harvey to the Public Defender's Board for a term of three years. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

NEW BUSINESS

Request to Close Road for Ironman Raceway Races – Lori Shaver

Lori Shaver from Ironman Raceway requested to close CR200S west of Tom's Marine for the race at the end of April and the Ironman Race in October which would include closing CR200S to SR47. Traffic to enter the racetrack has been routed to CR150S.

Commissioner Fulwider moved to approve the requests for road closures for races held at Ironman Raceway in April and October. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Purple Heart Parkway Extension

Approve Contract with Crider & Crider

Crider and Crider was awarded the bid for this project at the February 12, 2024 Commissioners meeting. The contract with Crider and Crider outlines the responsibilities of both parties regarding the project. The contract establishes

the end of September 2024 as the deadline for substantial completion. The project's construction costs will be shared equally between the County and the City after a \$2 million READI grant is used to pay for a portion of the expenses. The County's share will be financed with \$1,655,000 from the American Rescue Plan Act fund. *Commissioner Guard moved to approve the Contract with Crider & Crider. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

Authorize Notice to Proceed

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

Approve Second Amended MOU with the City of Crawfordsville - The County and the City of Crawfordsville approved a Memorandum of Understanding (MOU) to share the costs for the Purple Heart Parkway Extension Project. The City has hired VS Engineering to assist with inspecting a variety of the City Projects. The City has offered to use this firm to inspect the construction of the extension of Purple Heart Parkway. The City has said that they will pay for this expense. As a result, the MOU is amended to state: "The City has selected VS Engineering to perform construction inspection services for the Project, and the City agrees to pay 100% of the cost of such services. The County agrees to this arrangement."

Commissioner Frey moved to approve the Second Amended MOU with the City of Crawfordsville. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Commissioner Frey moved to suspend the rules and add Approve Right-of-Way Claims – Purple Heart Parkway Extension Project to the Agenda. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Robert E. Geyer III, LLC – 2.296 AC Fee Simple - \$38,500; and Phillip H. Snyder & Nancy E. Snyder Revocable Trust – 1.071 AC Fee Simple - \$29,700.

Commissioner Frey moved to approve the ROW Claims to Robert E. Geyer and Phillip H. & Nancy E. Snyder. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Approve Thrive West Central Contract for Housing Program

The County and the City have been working to attract additional housing to the City and the County. Both parties have agreed to partner to develop a

housing program that would provide infrastructure funding for new housing development. The housing program would be administered through Thrive West Central, an organization that provides consulting and technical advice to various units of government and general consulting for housing-related activities. Thrive has administered a similar program in Vigo County. Funding for the program may come from a Readi 2.0 state grant.

Thrive's housing program utilizes the Housing Optimization through Market Empowerment approach, also known as H.O.M.E.. The steps include the development of the residential market potential analysis (this should be done by early to mid-March for our County), determining the amount of funds to be invested in the program, building leadership capacity of the steering committee, engaging traditional housing system partners, identifying high priority development areas, establishing a communication plan and building a housing strategy.

The contract is divided equally with the City and each unit's share is \$37,500. The agreement expires on March 1, 2025 and can be renewed after a meeting is held to discuss the experiences with the first agreement.

Commissioner Guard moved to approve the agreement with Thrive West Central. Seconded by Commissioner Fulwider. Commissioner Guard stated he received a phone call and asked for a verification of what builders would be involved to help residential development. Motion carried 3-0 votes in favor.

Approve BFS Contract for Landfill

The Montgomery County Board of Commissioners and the City of Crawfordsville would like to continue improvements to its' closed landfill to address remaining low spots after the completion of the Phase 1 improvements that utilized the soil stockpile from the nearby Penguin Random House site.

For Phase 2, approximately 19,000 Cubic yards of additional fill material is expected to become available from the construction of a nearby subdivision that can be used to address remaining low spots that are causing water to pond on top of the existing landfill cap.

The County and the City would like design assistance to determine how much additional fill material will be required to fill low-lying areas and perpetuate drainage across the landfill cap. Plans and specifications will then be developed for the proposed earthwork improvements at the landfill to remedy these low-lying areas. Additionally, a planned haul route will be developed for the transport of fill material from the subdivision to the landfill. Finally, the project will be publicly bid under one contract for the hauling of

fill material from the subdivision and the implementation of the proposed earthwork improvements at the landfill.

The County and the City would also like to evaluate the cost to cap the entire landfill with an appropriate landfill cap material, place topsoil, and reseed. Additionally, the County and the City would like recommendations on the best management practices to maintain the closed landfill into perpetuity. These recommendations along with the landfill cap cost evaluation will be presented to the County and the City in a study report format.

The County and City utilized Butler, Fairman and Siefert, an engineering firm, for the design of Phase 1 of the project and desire to utilize them for Phase 2, as well. The cost of the contract is \$96,700. The County and the City will share equally in the cost of the contract with each party's share to be \$48,350.

Commissioner Fulwider moved to approve the BFS Landfill Agreement. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Approve Commissioners Certificate Sale Services Addendum to the SRI Tax Sale Services Agreement - SRI provides the County's Tax Sale Services, this Addendum is part of the Agreement. The Addendum provides for the

services pertaining to Commissioners' Certificate Sales performed on behalf of the County Commissioners by SRI. *Commissioner Fulwider moved to approve the Commissioners Certificate Sale Services Addendum to the SRI Tax Sale Services Agreement. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

Approve Pay App #4 - Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project) - \$19,627.93

Four invoices for Corridor & Program Management services provided by Lochmueller Group.

Commissioner Fulwider moved to approve Pay App #4 Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project) - \$19,627.93. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Convention & Visitors Commission (CVC) Appointment - Carter Wilson

Commissioner Frey moved to appoint Carter Wilson to the Convention & Visitors Commission. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

ORDINANCES

Final Reading Ordinance 2024-5: Re-Establishing the Cumulative Bridge Fund - \$0.075 per \$100 of Assessed Value

The Cumulative Bridge Fund is for the following purposes: the construction, repair, maintenance and inspection of bridges in Montgomery County. The tax will be levied on all taxable real and personal property in Montgomery County and will not exceed \$0.075 per \$100 of assessed valuation. The proposed tax will be levied beginning with taxes due and payable in the year 2025.

Commissioner Fulwider moved to approve Ordinance 2024-5. Seconded by Commissioner Guard. Motion passed 3-0 votes in favor.

Final Reading Ordinance 2024-6: Creating 2023 Election Security Local Grant Fund - \$64,240

The Montgomery County Clerk has been approved by the Indiana Secretary of State to receive a grant in the amount of \$64,240 for the purchase of scanners with ballot boxes; barcode scanners; hardware and training as detailed in the grant agreement;

Commissioner Fulwider moved to approve Ordinance 2024-6. Seconded by Commissioner Guard. Motion passed 3-0 votes in favor.

Final Reading Ordinance 2024-7: Creating 2024 Well Water Testing Grant Fund - \$2,000

The Montgomery County Health Department has been approved by the Indiana State Department of Health to receive a grant in the amount of \$2,000 for expenses related to well water testing as detailed in the grant agreement. The funds will be used specifically for supplies.

Commissioner Guard moved to approve Ordinance 2024-7. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.

Final Reading Ordinance 2024-8: Amending Chapter 151: Flood Damage Prevention

Text amendments updating Flood Damage Prevention standards and requirements.

Commissioner Guard moved to approve Ordinance 2024-8. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.

Introduction Ordinance 2024-9: Creating 2024 MPO READI Grant Fund - \$2,033,333

Montgomery County approved to receive a grant from Indianapolis Metropolitan Planning Organization (MPO) in the amount of \$2,033,333 for expenses related to the Montgomery County Purple Heart Parkway Extension Project.

RESOLUTIONS

Resolution 2024-4: Statement on Water Resources

County Administrator Tom Klein read the following Resolution into the Record.

"We recognize that water resources are a state regulated resource. We encourage the state to seek local input and collaborate with local government regarding water use issues such as the LEAP Project as well as other projects.

We believe that projects with a large impact on water resources ought to be studied to ensure that there is minimal impact on existing businesses and residents.

The study ought to be a transparent process in order for residents and businesses to have confidence in the process and the results of the study."

Citizen Kenny Cain representing Soil & Water read from a written statement:

"Elected officials, today I ask that you listen to your constituents. We want our County to unite with the other communities of Indiana and pass the resolution denouncing the LEAP Pipeline and disproportionate spending of tax dollars into Lebanon, Indiana today.

*We ask that you protect our properties, our rights, our resources, and our ecosystem. Our potable water **does not** belong to the State. Commissioners, do not strip us of our Constitutional Right derived from property by saying otherwise. And do not allow State to strip you of your home-rule authority and resources, with such a statement.*

I understand that you have two sides to consider and recognize that the IEDC and IFA hold economic and grant money power. However, the possibility of future money does not outweigh the current threat. Furthermore, there is strength in numbers and the more Counties which unite, the more noticeable such a retaliation would be.

Commissioners, future wars will be fought over food and water.

*Indiana is current 2/3 agriculture, contributing \$35.1B to Indiana's economy. However, of the heavy water users, agricultural irrigation only uses 7% of the water (power plants 50%, industrial operations 33%, public water supply 9%)!! **Therefore, Indiana is in a good position for the future, if we do not begin to exchange this ratio for reckless water-intensive industrial processing, or set the precedent of permanent water removal from our aquifers.***

We must be bold for our future generations.

*By or before spring, LEAP Lebanon's coveted semi-conductor plant is to make its selection between Indiana and Michigan; hence the State's requested pause... Therefore, it is imperative that Montgomery County unite **now** denouncing the State's water transmission and aquifer plundering. Unite to conserve and protect water for the health and welfare of our County citizens today, tomorrow, and for centuries to come.*

The fact is, there are better options to compete economically as a State without paving over pervious farmland or depleting our aquifers. Existing aging industrial zones sit throughout the State, in all 92 counties. Overseas competition can be met through reimagining and redeveloping these sites, in areas that can naturally sustain them. And our tax-dollars allocated for the pipeline, would be better spent to install wetlands and forests within Indiana's depleting watersheds, recharging them naturally, while providing the taxed Hoosiers a place to visit and enjoy.

Commissioners, I hold in my hand a resolution that we are asking you to sign uniting against the unnecessary plundering of aquifers, and stripping of our rights.

Truly, the future of Indiana is now. The precedent Indiana sets regarding LEAP Lebanon and the pipeline, will shape the future of our State. Will you unite with the others toward protecting our rights and resources, or will you aid the course toward dependency on others for our food and water?

Remember, we can't drink semi-conductors and we can't eat money."

Boone County Resident Brian Daggy stated the project goes beyond County lines and proprietary interest. He added the IEDC could talk to Indiana American Water. Regional Water Planning is needed in the State of Indiana. The process so far has been "shameful". Water should not be treated as a business incentive. Mr. Daggy and Mr. Cain encouraged the Commissioners to pass a stronger resolution. Commissioner Frey stated, "There are no proprietary rights to water as it stands today. The State regulates the water and utilities are exempt and not subject to zoning. The IFA report will provide a lot of information and will be a neutral report. The findings will need to be taken in and weigh-in effects." Mr. Cain stated that they are "on the same page". Commissioner Frey stated the specifics are still rumor and hearsay. Commissioner Guard stated he said to the legislators at a recent legislative breakfast that the State is okay with taxing the County with wind, solar, water and health department. Whatever is next? Commissioner Fulwider added that the counties have to fight for home rule and all we can do is keep fighting.

Motion carried 3-0 votes in favor approving Resolution 2024-4.

ADJOURNMENT

There being no further business before the Board, meeting adjourned. Meeting adjourned @ 8:51 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, March 11, 2024 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, President

Attest:

Mindy Byers, Auditor

Health Department MOU

Thursday, March 7, 2024 11:15 AM

DLZ Design Contract - ADA Improvements

Friday, March 8, 2024 10:10 AM



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

AGREEMENT FOR ARCHITECTURE AND ENGINEERING SERVICES

This Agreement for Architecture And Engineering Services ("Agreement") is entered into as of this _____ day of _____, 2024, by and between DLZ INDIANA, LLC ("DLZ") located at 138 N. DELAWARE STREET, INDIANAPOLIS, INDIANA 46204 and MONTGOMERY COUNTY BOARD OF COMMISSIONERS ("Client") located at 1580 CONSTITUTION ROW, CRAWFORDSVILLE, INDIANA 47933.

Client desires to hire DLZ to perform certain services in connection with THOMAS K. MILLIGAN JUSTICE CENTER IMPROVEMENTS ("Project"), and DLZ desires to assist Client, as provided in this Agreement.

In consideration of the premises, mutual covenants, and agreements set forth in this Agreement, Client and DLZ, each on behalf of itself, its successors, and its assigns, agree as follows:

1. Scope of Services

DLZ shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

2. Compensation

- a. DLZ shall be compensated for its Services as set forth in Exhibit A AND B.
- b. DLZ shall invoice Client monthly for DLZ's professional fees earned and expenses incurred, and Client shall pay all undisputed amounts to DLZ within thirty (30) days of the date of each invoice.

3. Period of Performance

DLZ agrees to commence performance of Services upon receipt of a written "Notice to Proceed." Client recognizes that DLZ's Services may be conditioned upon Client's review of DLZ's work and/or the timely performance and completion of certain activities by Client. DLZ shall not be held liable for delays in performance of its Services to the extent caused by persons, events, or circumstances for which DLZ is not responsible.

4. Client Responsibility

- a. Other than information for which DLZ is responsible under this Agreement, Client shall provide DLZ, in a timely fashion, all information reasonably required for performance of the Services.
- b. Client designates TOM KLEIN, COUNTY ADMINISTRATOR as Client's Project coordinator.
- c. Client shall provide DLZ reasonable access to the all Project premises necessary for performance of the Services.

5. Independent Contractor

It is understood and agreed that DLZ is providing its Services as an independent contractor, and that DLZ's employees shall not be considered employees of the Client.

6. Termination

If either party should materially fail to fulfill its obligations under this Agreement, the other party may terminate this Agreement if the breaching party fails to cure the breach within thirty (30) days after the nonbreaching party provides written notice to the breaching party identifying the breach and advising of its intent to terminate the Agreement if the breach is not timely cured. DLZ shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay DLZ all fees and expenses accrued for Services rendered in accordance with this Agreement up to the effective date of any termination.

Revised September 21, 2022



INNOVATIVE IDEAS
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7. Insurance

During the term of this Agreement DLZ shall maintain, at DLZ's expense, the following insurance coverage:

- | | | |
|---|--|---------------------------|
| a. Workers' Compensation (A) | Coverage A: | Statutory |
| Employer's Liability (B) | Coverage B: | |
| | Bodily injury by accident: | \$1,000,000 each accident |
| | Bodily injury by disease: | \$1,000,000 policy limit |
| | | \$1,000,000 each employee |
| | | |
| b. Commercial General Liability | Each occurrence: | \$1,000,000 |
| (Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract) | General aggregate limit | \$2,000,000 |
| | Products and completed operations aggregate limit: | \$2,000,000 |
| | Personal and advertising injury limit: | \$1,000,000 |
| | | |
| c. Auto Liability | Each accident: | \$1,000,000 |
| (Coverage shall apply to any auto including owned, hired, and non-owned autos) | | |
| | | |
| d. Professional Liability | Each claim: | \$2,000,000 |
| | Aggregate: | \$2,000,000 |

Certificates of Insurance shall be furnished to Client upon request.

8. Changes

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond DLZ's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

9. Assignment and Delegation

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

10. Trademark and Trade Name

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

11. Standard Terms and Conditions

The Standard Terms and Conditions attached hereto as Exhibit C are incorporated herein and made a part of this Agreement.



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12. Notices

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- a. Notices to DLZ shall be addressed to: LAURIE JOHNSON, P.E., DLZ INDIANA, LLC, 138 N. DELAWARE STREET, INDIANAPOLIS, INDIANA 46204.
- b. Notices to the Client shall be addressed to: TOM KLEIN, COUNTY ADMINISTRATOR, MONTGOMERY COUNTY BOARD OF COMMISSIONERS, 1580 CONSTITUTION ROW, CRAWFORDSVILLE, INDIANA 47933.

13. General Provisions

- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- b. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- c. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- d. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of INDIANA.

14. Employment Eligibility Verification

DLZ affirms it does not knowingly employ unauthorized aliens. DLZ shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. DLZ is not required to participate should the E-Verify program cease to exist. DLZ shall not knowingly employ or contract with any unauthorized alien. DLZ shall not retain an employee or contract with a person whom DLZ learns is an unauthorized alien. DLZ shall require all of its subconsultants, who perform work under this Agreement to certify to DLZ that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. DLZ agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.



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In Witness Whereof, the parties by their duly authorized representatives, have caused this agreement to be executed as of the date first written above.

DLZ INDIANA, LLC

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

By: Laurie Johnson, P.E.
(Name)


(Signature)

Vice President
(Title)

3/1/2024
(Date)

By: _____
John E. Frey, Board President (Date)

Jim Fulwider, Board Vice President (Date)

Dan Guard, Member (Date)

Attest:

Mindy Byers, Auditor (Date)



INNOVATIVE IDEAS
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EXHIBIT A

PROJECT DESCRIPTION

Pursuant to CLIENT's request, DLZ shall provide professional engineering services for preparation of design and construction bid documents for general improvements to the Thomas K. Milligan Justice Center (Project).

DLZ understands the Client desires to make accessibility-related improvements on the south side of the Thomas K. Milligan Justice Center (Project Site), 307 Binford Street, Crawfordsville, Indiana 47933. The Project was discussed between the Client and DLZ at a Scoping Meeting and subsequent visit to the Project Site on December 6, 2019. Requested improvements include development of accessible parking adjacent to the existing alley, construction of an accessible route from accessible parking to the southwest building entrance, and modification of the existing porch and door to create an accessible entrance.

The Client's desired improvements, Project construction budget, preliminary schedule, and work to be performed by the Client were discussed with DLZ at the 12/6/2019 Scoping Meeting and will be put forth in preparation of Preliminary Design Documents. Specifically, the approved Project Scope will include:

- Clearing and removal of existing lawn, concrete sidewalks, portions of the existing porch and pergola, rear entry door and other select site items located within the Project Limits.
- Mill and overlay of existing asphalt.
- Construction of new sidewalks, handrails, and accessible parking/route signage.
- New porch slab, guardrails, and window well treatments.
- Replacement of the existing door and threshold.
- Coordination with Client security consultant regarding electrical and security system connections for operation of electric door strike.

The Total Construction Cost Budget is established at approximately \$105,000.00.

The work will be developed as a single set of Construction Documents. Documents will be prepared to facilitate receiving of quotes. Construction is anticipated to commence in the fall of 2024 and be completed by spring of 2025.

SCOPE OF WORK

DLZ will provide the services of qualified professionals to perform the identified services.

Task 1 – Information Gathering

The following tasks are anticipated:

1. Conduct a project kickoff meeting and site visit concurrently.

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

- a. Kickoff meeting topics shall include:
 - i. Confirm project scope, schedule and budget.
 - ii. Identify other Client consultants that may require coordination such as survey and security.
 - b. DLZ will review site conditions as needed including but not limited to identifying any changes in condition or usage since initial scoping meeting, taking photographs, and field verifying any needed architectural dimensions.
2. Client will provide to DLZ a complete topographic survey in digital format. The topographic survey will be prepared by another consultant of the Client.

Task 2 - Preliminary Design Documents Phase

The following tasks are anticipated:

1. Create a new base site map and surface model for use on the Project from the Client-provided survey information.
2. Prepare Preliminary Design Documents to graphically represent the scope of work based on the above approved Project Scope. Drawings will include plans, section and details as appropriate and will include:
 - a. Removal of site and exterior building items.
 - b. Layout and dimensioning of site and parking area improvements, exterior features, and door and doorway treatment.
 - c. Site grading.
 - d. Site details.
 - e. Architectural and structural drawings and details.
 - f. Work by client's security consultant will be referenced on the plans.
3. Review and incorporate applicable state and local codes and ADA requirements as related to installation and construction of the new accessible route and rear building access.
4. Identify preliminary selection of materials and finishes and other specified items.
5. Prepare an opinion of probable construction cost relative to this stage of Project development and according to the acceptable industry standards for CLIENT's review and comment.
6. Schedule and conduct a design review meeting with the Client for review and approval of the Preliminary Design Documents and the opinion of probable construction cost.

Task 3- Final Design and Construction Documents Phase

1. Incorporate Client comments and revisions based on the Preliminary Design Documents review meeting.
-

2. Finalize Construction Documents based on the approved Preliminary Design Documents. Drawings will include:
 - a. Site Preparation Plan – including site and exterior removals within Project area and protection of existing improvements to remain.
 - b. Site Layout Plan - including dimensions, materials call out, and detail keying as required by the Contractor to layout and construct the site improvements.
 - c. Site Grading - consisting of proposed spot elevations and surface slopes at key locations.
 - d. Site and Structural Details.
 - e. Architectural Plan and Details.
3. Prepare Technical Specifications (Divisions 02 – 33) as applicable to project scope, selection of materials and finishes, and in conjunction with the above drawings.
 - a. 'Front End' documents (Bidding and General Conditions of the Construction contract) to be provided by Client.
4. Update opinion of probable construction cost associated with the Final Design Documents.
5. Assemble 90% Documents, including drawings and Project Manual for CLIENT's review and comment.
6. Meet with CLIENT to review 90% design documents.
7. Incorporate 90% CLIENT-review comments into the final design documents.
8. Produce signed and sealed Construction Drawings and Technical Specifications for the Client's solicitation of quotes for construction.
 - a. Coordinate issuance of Final Design Documents to the Client for work to be performed by the Client's security consultant.
9. Incorporate final Client comments and revise Final Design and Construction Documents accordingly and produce signed and sealed Construction Drawings and Technical Specifications for the Client's solicitation of quotes for construction.
10. Provide three (3) sets of Final Construction Documents in 24" x 36" format and written Technical Specifications; and one (1) electronic file of the above for the Client's records.

Quoting Period (Hourly as Requested)

1. The Client will follow their standard quoting procedures for this Project including development of a list of contractors to solicit quotations.
 2. Client shall issue Documents to prospective area contractors.
-

3. At the request of the Client, DLZ will address contractor questions in writing during the designated Quoting Period and issue a written response to the Client in order to interpret or clarify the Construction Documents.
4. Upon receipt of quotations from the Client and at the Client's request DLZ will review said quotes with the Client. Written recommendation of award will be by the Client.

Limited Construction Administration (Hourly as Requested)

1. Preparation and administration of the construction contract will be by the Client and is not included in the Scope of Services.
2. Following award of the construction contract and commencement of construction, DLZ shall provide the following:
 - a. Perform up to three (3) visits during construction to determine that the Project is advancing generally, in accordance with the Construction Documents and advise the Client accordingly. One (1) of the three visits will be performed at Substantial Completion. DLZ shall review work and shall prepare a construction punch list for the Client's issuance to the Contractor. Punchlist will including outstanding or incorrect work which requires corrective action by the Contract.
 - b. Prepare observation reports of each visit and forward to Client.
 - c. Prepare written response to the contractor's requests for information (RFI) to clarify the Construction Documents. Responses will be forwarded to the Client for issuance.
3. For purposes of this Scope of Services, the Construction Period is estimated to be no more than eight (8) continuous weeks from commencement to final completion.

ADDITIONAL INFORMATION

1. Contractor remains responsible for mean and methods for implementation of Scope of Work, including safety compliance during construction.
 2. Contract documents will be prepared to include all necessary Request for Proposal documents, including drawings and technical specifications.
 3. Correspondence and documentation shall utilize standard AIA documents and/or DLZ format.
 4. Construction costs in estimates provided will be reflective of 2024 construction year.
 5. Advise DLZ of any environmental hazards CLIENT is aware of within the project limits.
-



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Thomas K. Milligan Justice Center
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ADDITIONAL SERVICES

If authorized in writing by CLIENT, DLZ shall furnish or obtain from others Additional Services of the types listed below. These services are not included as part of the basic scope of services of DLZ except to the extent provided as described herein. DLZ will not proceed with any services deemed as Additional Services until written authorization is received from CLIENT and a separate Work Order or amendment this agreement is executed. Additional Services may include, but are not limited to, the following:

1. Assessment of the existing building, beyond the areas impacted by the proposed work.
2. Full or partial topographic survey, legal boundary survey, or verification of property lines.
3. Utility investigation or agency coordination.
4. Additional meetings or presentations other than those identified in the Scope of Services.
5. Public involvement.
6. Graphics and exhibits such as plan-view or perspective renderings or other detailed views.
7. Environmental-related services.
8. Zoning-related matters.
9. Permitting.
10. Geotechnical investigation.
11. Security system related design.
12. Modification to the CDs due to changes in programmatic information (Scope of Services) or other changing conditions that may otherwise impact aspects of this Project once commenced.
13. Development of 'Front End' Specifications.
14. Attendance at bid opening or development of bid recommendation.
15. Quote-related negotiations on behalf of CLIENT.
16. Multiple bid packages.
17. Project Re-Bid/Quote.
18. Additional representation during construction or other related services not expressed herein.
19. Additional meetings, travel, or presentations other than those identified in Scope of Services.
20. Investigation of existing utilities for vertical or horizontal location, size or composition.
21. Planning or design of utilities that may require extension, relocation, or alteration.

CLIENT'S RESPONSIBILITIES

1. Provide topographic survey including location of utilities in AutoCAD format.
 2. Review each phase of work and provide comment, including approval to proceed with next phase of project development.
 3. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT's policies with respect to DLZ's services for the Project.
-



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4. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
5. Coordinate their representatives to be involved in the Project including their attendance in meetings and distribution or exchange of relevant information.
6. Provide Front End specifications as indicated above.
7. Prepare and administer the construction contract.
8. Compensate DLZ for professional services rendered in accordance with Exhibits herein.

SCHEDULE

For Scope of Services described herein, DLZ is prepared to commence work after March 15, 2024 and upon receipt of this signed Work Order and notice-to-proceed. The following preliminary schedule has been developed as a general guideline and assumes a maximum of one-week reviews by the Client for each project submittal.

TABLE 1 – ESTIMATED SCHEDULE (BASE SERVICES)		
Task	Phase of Service	Approximate Task Duration
1	Background Information Gathering	30 calendar days
2	Preliminary Design Phase	60 calendar days from receipt of Client topographic survey
3	Final Design/Construction Documents (90%)	60 calendar days from approval of Preliminary design by Client
	Final Design/Construction Documents (100%)	15 calendar days from approval of 90% design by Client
4	Quoting Period	Approximately 30 days
5	Limited Construction Administration Phase	Approximately 8 weeks

*Note: Construction timeline may be extended due to contractor availability and material lead times at time of construction.

PROFESSIONAL SERVICES FEE

For performing the requested professional services, DLZ will be compensated for a Total Not-To-Exceed amount of Thirty-Nine Thousand Nine Hundred Dollars (\$39,900.00) in accordance with the following breakdown in Table 2.



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TABLE 2 – BASE SERVICES COMPENSATION SUMMARY

Task	Phase of Service	Fee Type	Estimated Total
BASE SERVICES			
1	Background Information Gathering	Lump Sum	\$3,600.00
2	Preliminary Design Documents	Lump Sum	\$12,800.00
3	Final Design/Construction Documents	Lump Sum	\$13,500.00
4	Quoting Period	Hourly	\$3,000.00
5	Limited Construction Administration	Hourly	\$7,000.00
Base Services Total			\$39,900.00

Task Nos. 1 through 5 shall be invoiced on basis as noted above. DLZ shall submit invoices, once a month, to CLIENT for services rendered during each calendar month.

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EXHIBIT B
DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2024 ENGINEERING/ARCHITECTURAL

<i>Bill Class Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
001	Officer / Principal Architect	\$295.00
005/003	Division Manager/Director	\$280.00
007	Department Manager	\$252.50
246/14/B33	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$165.00
008/B10	Senior Project Manager / Project Manager II	\$242.50
B09/708	Project Manager I / Group Manager	\$232.50
A12/A72/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$237.50
A11/A71/A94/B03	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$232.50
A10/A70/A80/A93/A60/B02	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$220.00
216/102/112/264/B01	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$197.50
217/107/A78/A91/265	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$165.00
218/106/A77/A90/266/246	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$130.00
902	Designer I	\$122.50
901	Designer II	\$135.00
900/258	Designer III / Utility Coordinator	\$185.00
906	Technician	\$100.00
903	Technician IV	\$130.00
B33	Right of Way Agent II	\$125.00
220	Construction Observer Manager /Administrator	\$177.50
221	Construction Observer	\$142.50
043	Clerical	\$80.00
041	Office Services Coordinator	\$120.00
980	Intern / Apprentice	\$85.00

<i>Activity Code</i>	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$285.00
142/99	2 – person Topographic Survey Crew (overtime)	\$355.00
336/127	1 – person Field Crew / Party Chief	\$170.00
336/127	1 – person Field Crew / Party Chief (overtime)	\$237.50
GPS/339	1 – person GPS/RTK Field Crew	\$237.50
SCAN	HDS Laser / UAS Scanning Crew	\$342.50
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$120.00

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.67/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

Rates are subject to revision on January 1 of each year. Cost of living/inflation increases of 3 to 7% per annum can be anticipated.

EXHIBIT C

DLZ'S STANDARD TERMS AND CONDITIONS

- 1. INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
- 2. CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
- 3. CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
- 4. SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
- 5. MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
- 6. CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
- 7. SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
- 8. REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
- 9. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
- 10. INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$2,000,000 per occurrence, \$4,000,000 general aggregate, \$4,000,000 products/completed operations aggregate, \$2,000,000 personal/advertising injury aggregate; Automobile Liability- \$2,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$5,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
- 11. INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
- 12. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 13. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
- 14. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
- 15. STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
- 16. DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
- 17. SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
- 18. ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
- 19. STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

Revised July 26, 2023

Final Read Ord 2024-9

Friday, March 8, 2024 10:17 AM

Montgomery County Board of Commissioners

Ordinance 2024-9

AN ORDINANCE CREATING THE 2024 READI GRANT FUND

Whereas, Montgomery County has been approved by the Indianapolis Metropolitan Planning Organization (MPO) to receive a grant in the amount of \$2,033,333 for expenses related to the Montgomery County Purple Heart Parkway Extension Project; and

Whereas, the use of funds from the grant award may be used by the Montgomery County consistent with the terms and conditions of the grant; and

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the 2024 READI Grant Fund, should be created in order to receive the funds from the Indianapolis Metropolitan Planning Organization and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.____ of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

"§ 35.____ 2024 READI Grant Fund

(A) Source of Funds. The Montgomery County Board of Commissioners hereby establishes the 2024 READI Grant Fund. The fund shall consist of monies received by the Indianapolis Metropolitan Planning Organization (MPO) for expenses related to the Montgomery County Purple Heart Parkway Extension Project.

(B) Use of Funds. All money of the 2024 READI Grant Fund will be used consistent with the grant award to provide specifically for expenses related to the Montgomery County Purple Heart Parkway Extension Project in a form and manner consistent with the award.

(C) Non-Reverting Fund. This is a Non-Reverting Fund."

It is further ordained that this ordinance shall be effective upon adoption.

It is further ordained that all other provisions of the Montgomery County Code of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this ____ day of _____ 2024.

Montgomery County Board of Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Resolution 2024-5 Declare Surplus - Richard Todd's Service Revolver

Thursday, March 7, 2024 11:13 AM

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS
RESOLUTION 2024-5**

A Resolution Declaring Surplus

Whereas, Montgomery County Sheriff Ryan Needham is requesting that Deputy Richard Todd's service revolver be declared as surplus;

And whereas, Montgomery County Sheriff's Ryan Needham is requesting that Deputy Richard Todd's service revolver be awarded to him upon his retirement;

And whereas, the Board of Commissioners have determined to Award Deputy Richard Todd's service revolver in honor of his retirement;

IT IS THEREFORE RESOLVED that the property, listed in Exhibit A, is hereby declared surplus.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioner this ____ day of March, 2024.

Montgomery County Board of Commissioners

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Exhibit A

Service revolver assigned to Deputy Richard Todd.

Approval of Settlement and Release Agreements

Friday, March 8, 2024 10:18 AM

Document to be provided.