

Agenda

Monday, March 24, 2025 2:34 PM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, APRIL 14, 2025
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP - \$ & 4/4 Payroll - \$
Minutes: March 24, 2025

PUBLIC HEARING: Re-Establish Cum Bridge Tax Rate for 2025 Ordinance 2025-12 Re-Establishing the Cumulative Bridge Fund

NEW BUSINESS

Owner-Occupied Rehabilitation Program Inspection Services Contracts: Todd Ransom & Khanrad Wilson; Radon Testing Contracts: Rick Louderback & Khanrad Wilson

Petition for Annexation into the City of Crawfordsville - East side of the intersection SR47 South & Purple Heart Parkway

Emergency/Transitional Housing Collaboration Project between Probation Department & Family Crisis Shelter

Highway Department

Accept & Award CCCMG Bids - Sign Contract & Issue Notice to Proceed
Official Detour for US41 Project - CR750W between SR47 & SR 234
Vialytics Road Management System - 3-year Contract \$32,020 per year - \$500 startup fee

Facility Encroachment Agreement with CSX

Request to Provide Guidance on Loss of Earnings Calculations for Elected Officials in Hoosier Start Retirement Program

ORDINANCES

Second Reading Ordinance 2025-10 Creating the 2024-2025 Montgomery County Health Department Immunization Grant Fund - \$27,014.78

Second Reading Ordinance 2025-11 Creating the 2024-2025 Health Department Tire Amnesty Grant Fund - \$10,000

RESOLUTION

Resolution 2025-11 Authorizing the City of Crawfordsville, Sunshine Vans and Program Director Belinda Young to Submit Application for INDOT Public Transportation Funding

OTHER BUSINESS

2025 Arbor Day Proclamation

ADJOURNMENT

****Next Commissioner Meeting - Monday, April 28, 2025 @ 8:00 am****

Agenda Memo

Monday, April 7, 2025 1:57 PM

AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, APRIL 14, 2025
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President Dan Guard

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP & 4/4 Payroll

Minutes: March 24, 2025

PUBLIC HEARING: Re-Establish Cum Bridge Tax Rate for 2025

From Current Rate of \$0.055 per \$100 of assessed valuation, and the maximum property tax rate for the Fund per Indiana Code 8-16-3 is \$.10 per \$100 of assessed valuation. Notices of the public hearing were published on March 24, 2025 and April 2, 2025. The Commissioners have a purpose for the funds, specifically the construction, repair and maintenance and inspection of bridges, and desire to reestablish the tax rate of the Cumulative Bridge Fund at the proposed rate of \$0.075 per \$100 assessed valuation.

2nd Reading Ordinance 2025-2 Re-Establishing the Cumulative Bridge Fund

NEW BUSINESS

Owner-Occupied Rehabilitation Program Inspection Services Contracts: Todd Ransom & Khanrad Wilson; Radon Testing Contracts: Rick Louderback & Khanrad Wilson

"Thrive West Central has received 21 applications, with the majority (77%) of applicants reporting the need for roof repair or replacement. Our focus groups include single parents, veterans, aging individuals, and persons with disabilities, with the largest group being aging residents (65%). Additionally, 14 contractors have registered to participate in the program, including eight roofing contractors. At this time, 15 applications are ready to proceed with inspections. To move forward, we must secure and contract inspectors and radon testing services. These services are essential before we can proceed with bidding. The bid process must be completed by the end of the month. To meet publication and pre-bid meeting requirements, we can proceed with as few as two bids initially, which will allow us to complete the necessary steps without repeating them for the

remaining units."

Petition for Annexation into the City of Crawfordsville - East side of the intersection SR47 South & Purple Heart Parkway

Petition is for 2.74 acres to be rezoned after annexation to B-3, Business. Land is on the east side of the intersection State Road 47 South and Purple Heart Parkway.

Emergency/Transitional Housing Collaboration Project between Probation Department & Family Crisis Shelter

From Andria Geigle *"As I mentioned after the last Commissioner's meeting, the Family Crisis Shelter (FCS) has presented a unique opportunity for Montgomery County Court Services (MCCS) (Pretrial, Probation, Problem Solving Courts, CTP) to collaborate on an emergency/transitional housing project. The FCS has four apartments they are proposing to allow MCCS to make referrals to. FCS is seeking a grant opportunity through the Community Foundation (to purchase appliances, rent/utilities). The Family Recovery Court program and the Drug Court programs have each agreed to provide \$5,000 support via the established Pass Through funds (*Opioid Settlement funds donated by the City to the Problem Solving Courts via the Community Foundation).*

At this time, I don't believe any written contract or agreement is required. The grant application and management is associated with the Family Crisis Shelter. No County funds are being requested.

Highway Department

Accept & Award CCMG Bids - Sign Contract & Issue Notice to Proceed -

From Jake Lough: *After review highway director and USI consultant review we recommend awarding Evergreen Roadworks, LLC the project for a total of \$1,936,604.80. The county portion to match will be \$484,151.20 and INDOT portion will be \$1,452,453.60. The CCMG 25-1 project is a cape seal project for the following:*

- 1. Ladoga road*
- 2. Cassidy Road*
 - 1. 550 N between US 231 & 275 E*
 - 2. 275 E between 550 N & 500 N*
 - 3. 500 N between 275 E & Darlington Town Limits*
- 3. 650 N between Old 55 & 100 W*

Sign contract with Evergreen- this has to be signed and received by INDOT by April 30th for funding

Give Notice to Proceed – Allow Evergreen to schedule the work for the CCMG

Official Detour for US41 Project - CR750W between SR47 & SR 234

The closure is estimated to be roughly 3-4 months. INDOT provided the county with some traffic data for US 41. The traffic count is roughly 1600 cars and 200 trucks per day. This road was chip sealed in 2024.

Vialytics Road Management System - *Permission to enter into contract with Vialytics, It is a road management system that utilizes AI. Perform automatic Road Assessments and Road Control Inspections yourself via Smartphone. It does PASER rating (required every 2 years), sign inventory, locates and assigns potholes located, helps with tracking preventative maintenance processes. 3 year contract for \$32,020 per year with \$500 startup fee. The highway department trialed it this year for PASER and some sign inventory. It can be saved and integrated with the WTH THINKMAP once data is collected.*

Facility Encroachment Agreement with CSX -

Our contractor for the Nucor water line will need to install the water line underneath facilities owned by the CSX. This agreement allows our contractor to complete the work. The insurance provisions will be provided by our contractor and the agreement will be ended after the project is completed and Indiana American Water assumes ownership of the water line. This agreement was approved by the RDC on 4-8-25 and requires Commissioners approval as well.

Request to Provide Guidance on Loss of Earnings Calculations for Elected Officials in Hoosier Start Retirement Program -

The Commissioners approved the Hoosier Start retirement program for current elected officials that are not eligible for the State retirement system known as INPRS or PERF. The Hoosier Start program consists of two deferred compensation plans. One plan is for the County's contribution towards retirement that matches the County's annual contribution to INPRS for employees' retirement. The other plan is for the elected official's contribution towards retirement that matches the employee's annual contribution to INPRS.

The County has made payments to INPRS and Hoosier Start for the current elected officials for their past years of service as an elected official. The State is calculating a "loss of earnings" for these past years of service in which payments were not made to INPRS. The loss of earnings calculation is based on the elected officials retirement contribution of 3% of their compensation to INPRS. The County's contribution is put in to a defined benefit program where the employee does not receive a return on investment. The 3% contribution by an employee to INPRS has a return on investment. The State is using the same formula to calculate the loss of earnings for elected officials in the Hoosier Start program.

Staff is seeking guidance from the Commissioners regarding the loss of earnings calculation for the elected officials in the Hoosier Start program.

There are two options:

1. *Continue with the State's loss of earnings calculation that is currently occurring. This calculation treats all elected officials as if they had participated in INPRS and would have only received a return on investment on their 3% contribution to INPRS.*
2. *The second option would be to ask the State to complete a new loss of earnings calculation for the elected officials in the Hoosier Start program. The new calculation would determine a loss of earnings based on the annual retirement contribution from the County and elected officials. It assumes that these elected officials would have started their participation in the Hoosier Start program on their first day as an elected official. The two deferred compensation plans in the Hoosier Start program earn a return on investment.*

ORDINANCES

Second Reading Ordinance 2025-10 Creating the 2024-2025 Montgomery County Health Department Immunization Grant Fund - \$27,014.78

The Montgomery County Health Department has received an Immunization Grant from the Indiana Department of Health in the amount of \$27,014.78 to implement a Local Health Department Immunization Program.

Second Reading Ordinance 2025-11 Creating the 2024-2025 Health Department Tire Amnesty Grant Fund - \$10,000

The Montgomery County Health Department has received a grant from the Indiana Department of Environmental Management for a Waste Tire Grant in the amount of \$10,000 for one or more waste tire amnesty events to reduce the amount of waste tires in Montgomery County.

RESOLUTION

Resolution 2025-11 Authorizing the City of Crawfordsville, Sunshine Vans and Program Director Belinda Young to Submit Application for INDOT Public Transportation Funding

From Fawn Johnson: The City of Crawfordsville is pursuing a grant from INDOT for public transportation. Currently, the city offers transportation for Montgomery County residents ages 60 and older and those with disabilities through the Sunshine Van program. INDOT has a grant program and funding that would allow us to expand this program and transition our current fleet of vehicles to become a public transportation provider.

One of the requirements for the grant application is an resolution from the Montgomery County Commissioners authorizing the City of Crawfordsville, Sunshine Vans and specifically, program director, Belinda Young to apply for this INDOT funding.

OTHER BUSINESS

2025 Arbor Day Proclamation

Special Day set aside for the observance the importance and benefit of planting of trees.

ADJOURNMENT

****Next Commissioner Meeting - Monday, April 28, 2025 @ 8:00 am****

Minutes: March 24, 2025

Monday, March 24, 2025 2:45 PM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, MARCH 24, 2025

The Montgomery County Commissioners met in regular session on Monday, March 24, 2025 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 Vice President Commissioner Jim Fulwider; Commissioner Dan Guard, Member and Commissioner Jake Bohlander.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Mindy Byers; Sheriff Ryan Needham; Central Communications Assistant Director Elizabeth Kirby; Health Administrator Adrienne Northcutt; Highway Director Jake Lough; Assessor Sherri Bentley; Assistant County Attorney Tyler Nichols and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Commissioner Guard led the pledge of allegiance and the prayer.

CONSENT AGENDA

Approval of Claims: AP \$3,332,820.06

3/21 Payroll \$508,433.53

Minutes: March 10, 2025

West Central Indiana Economic Development District, Inc. 2025 Grant Match Support - \$16,084 - For CY 2025, the Agency is requesting a grant match support from Montgomery County as per the EDD's annual fiscal support based on population.

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

NEW BUSINESS

Concerns Regarding Ladoga Recovery Center - Sheriff Ryan Needham - Sheriff Needham expressed to the Commissioners his concerns of the ongoing issues his department is dealing with in regards to ongoing, unwarranted calls for service since its opening in November of 2024. The calls vary from sickness to suicide to participants walking away and asking for assistance to locate the person which they

were unable to do so. Participants sign admittance agreements as part of the program. The departments are receiving 4-5 calls per week and sometimes as often as 4-5 calls per day. They (Sheriff Needham & Crawfordsville Fire Chief Scott Busenbark) met with the Center's Director and the Director of Nursing to discuss concerns. The issues are still ongoing. Sheriff Needham advised that he will be attending the Ladoga Town Board meeting on Wednesday to discuss the issue with them as well. The Ladoga Recovery Center is located at the site of the former "Children's Home" which has been annexed to the Town of Ladoga. Commissioner Guard expressed his appreciation to Sheriff Needham for bringing the matter to the Commissioners' attention and they will be glad to help in any way that they can.

Agreement between Montgomery County Free Clinic and the Montgomery County Department of Health Regarding Support of Women's Health Clinic - \$525 Each one-half day clinic up to a maximum of \$25,000 for 2025. – Health Administrator Adrienne Northcutt stated the agreement is for a one-year term. The Agreement is to establish a partnership and understanding between the Montgomery County Free Clinic and the Montgomery County Health Department for the provision of a Women's Health Clinic to improve access to care for underserved women. The Montgomery County Health Department will provide a licensed registered nurse or certified medical assistant. *Commissioner Fulwider moved to approve the Agreement as presented. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

Iron Smith Gym Saturday, April 26, 2025 5K Event on Traction Road Request - Gary Smith from Iron Smith Gym is planning to hold a 5K Event on April 26th from 8am to 10am. The runners will be on Traction Road for approximately 1.5 miles and will turn around and come back. He is not looking for road closure of Traction Road, he is requesting to have officers at the end to slow traffic and let drivers know to watch out for runners. Most of the 1.5 miles is in the City's jurisdiction. His request to have City officers to slow traffic and watch for runners has been approved by the City. The City advised Mr. Smith to contact the County to ask for assistance from County Road Officers for the portion of Traction Road in the County's jurisdiction. *Commissioner Bohlander moved to approve the request from Iron Smith Gym. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

Open Bids 2025-1 CCMG Project

County Attorney Dan Taylor opened two bids received for the 2025- CCMG Project: Evergreen Road Works:

1)	Ladoga Road CR150S	\$889,181.95
2)	CR550N to US231	\$252,518.35
3)	CR275E to CR550-CR500N	\$ 55,485.85
4)	CR550N to CR275E to Darlington	\$338,684.35
5)	CR650N to Old SR55 to CR100W	<u>\$400,734.30</u>
	TOTAL	\$1,936,604.80

1)	Ladoga Road CR150S	\$952,548.84
2)	CR550N to US231	\$266,262.58
3)	CR275E to CR550-CR500N	\$ 52,310.66
4)	CR550N to CR275E to Darlington	\$360,422.26
5)	CR650N to Old SR55 to CR100W -	<u>\$430,699.12</u>
		\$2,062,207.46

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

ORDINANCES

Introduction Ordinance 2025-10 Creating the 2025 Montgomery County Health Department Immunization Grant Fund - \$27,014.78

The Montgomery County Health Department has received an Immunization Grant from the Indiana Department of Health in the amount of \$27,014.78 to implement a Local Health Department Immunization Program.

Introduction Ordinance 2025-11 Creating the 2025 Montgomery County Health Department Tire Amnesty Grant Fund - \$10,000

The Montgomery County Health Department has received a grant from the Indiana Department of Environmental Management for a Waste Tire Grant in the amount of \$10,000 for one or more waste tire amnesty events to reduce the amount of waste tires in Montgomery County.

ADJOURNMENT

There being no further business before the Board, meeting adjourned @ 8:17 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, April 14, 2025 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:



Owner-Occupied Rehabilitation Program Inspection Services & Radon Testing Services Contracts

Monday, April 7, 2025 2:05 PM

April 4, 2025

Montgomery County Commissioners
1580 Constitution Row
Crawfordsville, IN 47933

Subject: Progress Update and Request for Approval of Inspection and Radon Testing Contracts

Dear Commissioners,

I am pleased to provide a progress update on the Montgomery County Owner-Occupied Rehabilitation (OOR) Program. To date, we have received 21 applications, with the majority (77%) of applicants reporting the need for roof repair or replacement. Our focus groups include single parents, veterans, aging individuals, and persons with disabilities, with the largest group being aging residents (65%). Additionally, 14 contractors have registered to participate in the program, including eight roofing contractors. At this time, 15 applications are ready to proceed with inspections.

To move forward, we must secure and contract inspectors and radon testing services. These services are essential before we can proceed with bidding. The bid process must be completed by the end of the month. To meet publication and pre-bid meeting requirements, we can proceed with as few as two bids initially, which will allow us to complete the necessary steps without repeating them for the remaining units.

Enclosed is a summary of the quotes received for inspection and radon testing services, along with draft contracts for review and approval. Given the project timeline, we request expedited approval of these contracts to ensure inspections and testing can begin promptly.

Please let us know if any additional information is needed. We appreciate your continued support and look forward to advancing this critical program for Montgomery County residents.

Sincerely,

Kristine Krueger, Thrive West Central
Montgomery County Owner-Occupied Rehabilitation Program Manager

The program has received the following quotes for **inspection services**:

Name	Location	Initial	Work	Final	Unit	Additio
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		Inspectio	Specs	Inspecti		Cost		nal Inspecti	
				on				on	
Khanrad Wilson	Terre Haute	\$175	0	\$110		\$285		\$110	
Todd Ransom MIBT Home & Property	Lebanon	\$300	0	\$100		\$400		\$100	
Justin Taggart Taggart	Veeders burg	\$400	\$50	\$250		\$700		\$250	

Each unit will require an initial inspection, a final inspection, and work specifications for bid requests, with costs reflected as a unit cost in the table above. Additional inspection costs will apply in cases of unforeseen challenges or necessary change orders.

Currently, there are 21 applications. We recommend that the County contract with at least two inspectors to ensure efficient and timely inspections and project completion. Wilson & Sons and MIBT are our recommended choices. Contracts can include a stipulation that initial inspections do not exceed \$300, while final and additional inspections do not exceed \$110. This approach allows inspectors to invoice at their appropriate rates without altering any quoted amounts. We believe Wilson & Sons will adhere to their original quote.

Draft contracts for these two are provided.

The program has received the following quotes for **radon testing services**:

Name	Location	Initial Testing	Test Result Summary		Unit Cost		Remediation Clearance	
Khanrad Wilson Wilson	Terre Haute	\$175	0		\$175		\$125	
Rick	Brazil	\$175	0		\$175		\$75	
Josh Buckel V3 Companies	Indianapolis	\$140	\$75		\$215		\$140	
Kyle Pfeifer Pfeifer Home Inspection	Indianapolis	\$275	0		\$275		0	
Michael Devir Keramida Inc.	Indianapolis	\$1,070	\$200		\$1,270		\$1,270	

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The program requires radon-level testing for each unit. The test and a summary of the results, which determine whether radon remediation is necessary, are included as a unit cost in the table above. If radon levels exceed health and safety thresholds, remediation is required. A clearance test will be necessary after remediation work is completed to ensure safe radon levels.

Since radon tests must remain on-site for at least 48 hours, we recommend that the County contract with two or three radon testers to ensure timely and efficient testing. We recommend Wilson & Sons, as they can perform both inspections and place the test in a single visit, reducing the number of site visits. Mr. Louderback would be our next recommendation. Like the inspection contracts, we suggest including a stipulation that testing costs do not exceed \$175 and clearance testing does not exceed \$125. This approach allows testers to invoice at their appropriate rates without altering any quoted amounts. If the County chooses to add a third contractor, the amounts not to exceed can be adjusted.

Draft contracts for Wilson & Sons and Mr. Louderback are provided.

Inspection Contract Ransom - Owner Occupied Rehabilitation Program

Wednesday, April 9, 2025 8:57 AM

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN MONTGOMERY COUNTY

AND

TODD RANSOM

This contract for professional services is by and between the County of Montgomery ("Montgomery County"), by and through its Montgomery County Board of Commissioners, with the Board President, Dan Guard, acting as the duly authorized signatory, and Todd Ransom of MIBT Home and Property Inspection (hereinafter called the "Consultant" and/or "Contractor").

WITNESSETH THAT:

WHEREAS, Montgomery County has received a Community Development Block Grant (CDBG) administered by the Indiana Office of Community and Rural Affairs (OCRA) pursuant to Title I of the Housing and Community Development Act of 1974 for the Owner-Occupied Rehabilitation Program and,

WHEREAS, Montgomery County desires to engage the Consultant to conduct certain technical assistance services in connection with the Montgomery County Owner-Occupied Rehabilitation Program (hereinafter called the "OOR Program" and/or "Program"):

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Montgomery County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant will act as the OOR Program Inspector and shall, in a satisfactory and proper manner, perform the following services at the following rates:

- A. Conduct a detailed property inspection for the five eligible activities under the Montgomery County OOR Program, ensuring compliance with the current Indiana Residential Code. The inspection will include a comprehensive report with photographs documenting the five eligible activities under consideration.
 - a. The cost for inspection services (including preparation of rehabilitation specifications) is \$300.00 per structure for a potential of 40 houses.
 - b. The cost for an additional property inspection visit, if necessary, is \$110.
- B. Conduct a final inspection and issue a final certificate for work completed in accordance with

the specifications, change orders, and code requirements.

- a. This inspection certificate will include a short report and photographs of all work completed.
- b. The cost for this service is \$110.00 per structure for a potential of 40 houses.

C. The hourly rate of pay for additional services not listed above that may be necessary for the completion of the OOR Program will be charged \$50.00 per hour and shall be performed under and at the direction of Montgomery County or its designated representative.

3. Time of Performance

The consultant's services shall commence on April 7, 2025, and shall be completed no later than February 28, 2026, or the grant end date of the Montgomery County OOR Program.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the Consultant by Montgomery County, its agencies, or a designated representative. No charge will be made to the Consultant for such information. Montgomery County and its agencies will cooperate with the Consultant in every way possible to facilitate the work described in this Contract.

5. Compensation and Method of Payment

Total compensation and reimbursement for all services outlined in the Scope of Services shall not exceed sixteen thousand dollars (\$16,000). This amount does not include any per-hour charges for services beyond those specified in the scope of services. Additionally, this figure does not cover the cost of inspections for more than 40 houses.

The Consultant shall submit an invoice summarizing the completion of the assigned tasks to Montgomery County for payment after the task has been completed. Montgomery County will pay the Consultant within sixty (60) days after receipt of the invoice.

The Consultant agrees to keep accurate records. The consultant shall keep such records and make them available to Montgomery County for inspection and copying upon request.

All financial records for this Program are subject to and must be made available for State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Montgomery County, and the consultant may retain copies of the documents.

7. Professional Liability

Consultant shall be responsible for using reasonable skill and care befitting the profession in any services provided for the Program covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Consultant and shall exonerate, indemnify, and hold harmless Montgomery County, its officers, agents, and all employees from and against them and any local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws.

Further, Consultant shall exonerate, indemnify, and hold harmless Montgomery County with respect to any damage, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Montgomery County Commissioners
1580 Constitution Row
Crawfordsville, IN 47933
Attention: Tom Klein
Title: County Administrator

MIBT Home & Property Inspection
2345 Ulen Overlook
Lebanon, IN 46052
Todd Ransom, Owner

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11. Employment of Consultants and Subcontractors

The Consultant shall have the authority to subcontract any portion of this Contract without the written permission of Montgomery County and is not authorized to bind Montgomery County in any way, by Contract or otherwise. The Consultant is hired or engaged in the manner of an independent contractor to render services of a described nature as a designated place or area.

12. Termination

Montgomery County may terminate this Contract at any time and for any reason by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such an

amount as shall compensate it for the portion of the work satisfactorily performed before the termination date. Montgomery County shall fix such amount after consultation with the Consultant and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against Montgomery County or the Consultant for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Consultant, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws and the ordinances of Montgomery County, Indiana, and all applicable rules and regulations promulgated by all local, state, and federal boards, bureaus, and agencies. Federal language can be found in Attachment A of this contract.

14. Findings Confidential

All the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of Montgomery County.

15. Conflict of Interest

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract and that the Consultant will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

The parties each hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet, or transfer any interest in this contract without written authorization of the other.

17. Availability of Funds

Montgomery County will pay for any or all services of the Consultant, as provided in the conditions outlined in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the Montgomery County OOR Grant. Montgomery County will pay the Consultant for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of April 7, 2025. Costs incurred thereafter and before termination shall be eligible for reimbursement, provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the “Indiana E-Verify Law”) Consultant is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, the Consultant shall provide Montgomery County with documentation indicating that it has enrolled and is participating in the E-Verify program. Should the Consultant subcontract for the performance of any work under and under this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, Montgomery County may require a cure for such violation thereafter. If no timely cure is performed, the County may terminate this Agreement by either the provisions or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Consultant certifies to Montgomery County that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Consultant hereby certifies, to the best of its knowledge and belief, that Consultant and its principles:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency.
- B. Has not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty.
- C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) of any offense described in paragraph (b) of this certification.
- D. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions, and Clauses outlined in Attachment A.

24. Authorization

This Contract is authorized by Montgomery County on April 7, 2025.

MONTGOMERY COUNTY

MIBT HOME & PROPERTY
INSPECTION

BY: _____
Dan Guard
Board of Commissioners President

BY: _____
Todd Ransom, Owner

DATE: _____

DATE: _____

ATTEST:

BY: _____
Mindy Byers, Auditor

DATE: _____

ATTACHMENT A:

**FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS CDBG-
ASSISTED NON-CONSTRUCTION CONTRACTS**

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions, and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination.
- B. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as

amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its employment practices when it participates in federally assisted construction work provided that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modifications subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises, as defined in 13 CFR 124.103, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with the Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy," which includes but is not limited to creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Program area, and contracts for work in connection with the Program be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Program.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the Program, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest(hereinafter referred to as the “contractor”), agrees as follows:

- A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, their sources of information, and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required, or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, butnot limited to:
 - (1) Withholding payments to the contractor under the contract until the contractor complies and/or
 - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII of the Civil Rights Acts of 1968, which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in financing or housing, blockbusting, and discriminatory advertising, and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff, or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the Secretary of Labor's rules, regulations, and relevant orders issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, understanding that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with the Fair Housing Amendments Act of 1988, which Amends Title VIII of the Civil Rights Act of 1968, prohibiting discrimination on the basis of race, color, religion, sex, or national origin in the sale, rental, and financing of dwellings. The 1988 Amendments Act extends the coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that they do not maintain or provide for their employees any segregated facility at any of their establishments and those under their control. They certify further that they will not maintain or provide segregated facilities at any of their establishments, and they will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certification in their files; and that they will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audit, or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved or the five-year period, whichever is later.

- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.
- B. The five-year retention period starts on the date the Indiana Office of Community and Rural Affairs issues a "Certification of Completion" for the grant.
- C. The Indiana Office of Community and Rural Affairs shall request the transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may arrange with grantees to retain any records continuously needed for joint uses.
- D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of grantee and sub-grantees to make audits, examinations, excerpts, and transcripts.
- E. Unless otherwise required by law, the Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer, or agent of the grantee shall participate in selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency, or any sub-recipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs.
- (b) Any member of their immediate family.
- (c) Their partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No person described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor fails to fulfill in a timely and proper manner its obligations to the grantee under this contract or if the contractor shall violate any of the conditions of this contract. The grantee shall, in its written notice to the contractor, fully describe the nature of failure or violation by the contractor and the corrective action required of the contractor, and the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If the contractor corrects such failure or violation within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes the grantee's election to terminate this contract for cause under this paragraph, the contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the agreement is terminated by the grantee as provided herein, the grantee agrees to pay the contractor no later than thirty (30) days following the date of the written notice of contract termination by the grantee. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by the parties' mutual agreement. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character, or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

- B. All the services required hereunder will be performed by the contractor or under its supervision. All personnel engaged in the work shall be fully qualified and authorized or permitted under State and Local law to perform such services.
- C. Except for the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish the grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs, and the grantee shall possess all rights to invention or discovery, as well as rights in data that may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performing the services herein enumerated, the contractor and his/her employees/agents will comply with any applicable State and Local Statutes, ordinances, and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide the contractor with the prescribed format of Part IV of the HUD Disclosure Report. The contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between the contractor and the grantee. Within Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- A. The name of all persons who are proprietors, partners, directors, or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract.

- B. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable.
- C. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in Part IV of the HUD Disclosure Report as "direct" or "passive," whichever applies to such proprietor, partner, director, or officer, as applicable; and,
- D. The financial interest of the named individual as set forth in a. above; such interest is to be expressed indollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) requirements as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts over \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts over \$2,000 awarded by grantees and subgrantees and \$2,500 for other contracts involving the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that the contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

Inspection Contract_Wilson

Wednesday, April 9, 2025 9:16 AM



Inspection Contract_Wilson

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN MONTGOMERY COUNTY

AND

KHANRAD WILSON

This contract for professional services is by and between the County of Montgomery (“Montgomery County”), by and through its Montgomery County Board of Commissioners, with the Board President, Dan Guard, acting as the duly authorized signatory, and Khanrad Wilson of Wilson and Sons (hereinafter called the "Consultant" and/or “Contractor”).

WITNESSETH THAT:

WHEREAS, Montgomery County has received a Community Development Block Grant (CDBG) administered by the Indiana Office of Community and Rural Affairs (OCRA) pursuant to Title I of the Housing and Community Development Act of 1974 for the Owner-Occupied Rehabilitation Program and,

WHEREAS, Montgomery County desires to engage the Consultant to conduct certain technical assistance services in connection with the Montgomery County Owner-Occupied Rehabilitation Program (hereinafter called the "OOR Program" and/or “Program”):

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Montgomery County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant will act as the OOR Program Inspector and shall, in a satisfactory and proper manner, perform the following services at the following rates:

- A. Conduct a detailed property inspection for the five eligible activities under the Montgomery County OOR Program, ensuring compliance with the current Indiana Residential Code. The inspection will include a comprehensive report with photographs documenting the five eligible activities under consideration.
 - a. The cost for inspection services (including preparation of rehabilitation specifications) is \$300.00 per structure for a potential of 40 houses.
 - b. The cost for an additional property inspection visit, if necessary, is \$110.

- B. Conduct a final inspection and issue a final certificate for work completed in accordance with the specifications, change orders, and code requirements.
 - a. This inspection certificate will include a short report and photographs of all work completed.
 - b. The cost for this service is \$110.00 per structure for a potential of 40 houses.
- C. The hourly rate of pay for additional services not listed above that may be necessary for the completion of the OOR Program will be charged \$50.00 per hour and shall be performed under and at the direction of Montgomery County or its designated representative.

3. Time of Performance

The consultant's services shall commence on April 7, 2025, and shall be completed no later than February 28, 2026, or the grant end date of the Montgomery County OOR Program.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the Consultant by Montgomery County, its agencies, or a designated representative. No charge will be made to the Consultant for such information. Montgomery County and its agencies will cooperate with the Consultant in every way possible to facilitate the work described in this Contract.

5. Compensation and Method of Payment

Total compensation and reimbursement for all services outlined in the Scope of Services shall not exceed sixteen thousand dollars (\$16,000). This amount does not include any per-hour charges for services beyond those specified in the scope of services. Additionally, this figure does not cover the cost of inspections for more than 40 houses.

The Consultant shall submit an invoice summarizing the completion of the assigned tasks to Montgomery County for payment after the task has been completed. Montgomery County will pay the Consultant within sixty (60) days after receipt of the invoice.

The Consultant agrees to keep accurate records. The consultant shall keep such records and make them available to Montgomery County for inspection and copying upon request.

All financial records for this Program are subject to and must be made available for State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Montgomery County, and the consultant may retain copies of the documents.

7. Professional Liability

Consultant shall be responsible for using reasonable skill and care befitting the profession in any services provided for the Program covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Consultant and shall exonerate, indemnify, and hold harmless Montgomery County, its officers, agents, and all employees from and against them and any local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws.

Further, Consultant shall exonerate, indemnify, and hold harmless Montgomery County with respect to any damage, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Montgomery County Commissioners
1580 Constitution Row
Crawfordsville, IN 47933
Attention: Tom Klein
Title: County Administrator

Wilson and Sons
6180 N Stevenson St
Terre Haute, IN 47805
Khanrad Wilson, Owner

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11. Employment of Consultants and Subcontractors

The Consultant shall have the authority to subcontract any portion of this Contract without the written permission of Montgomery County and is not authorized to bind Montgomery County in any way, by Contract or otherwise. The Consultant is hired or engaged in the manner of an independent contractor to render services of a described nature as a designated place or area.

12. Termination

Montgomery County may terminate this Contract at any time and for any reason by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the

date such notice is given. In the event of such termination, the Consultant shall be paid such an amount as shall compensate it for the portion of the work satisfactorily performed before the termination date. Montgomery County shall fix such amount after consultation with the Consultant and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against Montgomery County or the Consultant for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Consultant, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws and the ordinances of Montgomery County, Indiana, and all applicable rules and regulations promulgated by all local, state, and federal boards, bureaus, and agencies. Federal language can be found in Attachment A of this contract.

14. Findings Confidential

All the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of Montgomery County.

15. Conflict of Interest

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract and that the Consultant will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

The parties each hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet, or transfer any interest in this contract without written authorization of the other.

17. Availability of Funds

Montgomery County will pay for any or all services of the Consultant, as provided in the conditions outlined in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the Montgomery County OOR Grant. Montgomery County will pay the Consultant for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of April 7, 2025. Costs incurred thereafter and before termination shall be eligible for reimbursement, provided the other conditions of this Contract are met.



19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the “Indiana E-Verify Law”) Consultant is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, the Consultant shall provide Montgomery County with documentation indicating that it has enrolled and is participating in the E-Verify program. Should the Consultant subcontract for the performance of any work under and under this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, Montgomery County may require a cure for such violation thereafter. If no timely cure is performed, the County may terminate this Agreement by either the provisions or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Consultant certifies to Montgomery County that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Consultant hereby certifies, to the best of its knowledge and belief, that Consultant and its principles:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency.
- B. Has not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty.
- C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) of any offense described in paragraph (b) of this certification.
- D. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions, and Clauses outlined in Attachment A.

24. Authorization

This Contract is authorized by Montgomery County on April 7, 2025.

MONTGOMERY COUNTY

WILSON AND SONS

BY: _____
Dan Guard
Board of Commissioners President

BY: _____
Khanrad Wilson, Owner

DATE: _____

DATE: _____

ATTEST:

BY: _____
Mindy Byers, Auditor

DATE: _____

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS CDBG- ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions, and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination.
- B. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.

- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its employment practices when it participates in federally assisted construction work provided that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modifications subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the

case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises, as defined in 13 CFR 124.103, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with the Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy," which includes but is not limited to creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Program area, and contracts for work in connection with the Program be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Program.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the Program, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest(hereinafter referred to as the “contractor”), agrees as follows:

- A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, their sources of information, and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required, or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, butnot limited to:
 - (1) Withholding payments to the contractor under the contract until the contractor complies and/or
 - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII of the Civil Rights Acts of 1968, which prohibits discrimination

in the sale or rental of dwellings (as defined), discrimination in financing or housing, blockbusting, and discriminatory advertising, and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff, or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the Secretary of Labor's rules, regulations, and relevant orders issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, understanding that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with the Fair Housing Amendments Act of 1988, which Amends Title VIII of the Civil Rights Act of 1968, prohibiting discrimination on the basis of race, color, religion, sex, or national

origin in the sale, rental, and financing of dwellings. The 1988 Amendments Act extends the coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that they do not maintain or provide for their employees any segregated facility at any of their establishments and those under their control. They certify further that they will not maintain or provide segregated facilities at any of their establishments, and they will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certification in their files; and that they will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audit, or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

- B. The five-year retention period starts on the date the Indiana Office of Community and Rural Affairs issues a "Certification of Completion" for the grant.
- C. The Indiana Office of Community and Rural Affairs shall request the transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may arrange with grantees to retain any records continuously needed for joint uses.
- D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of grantee and sub-grantees to make audits, examinations, excerpts, and transcripts.
- E. Unless otherwise required by law, the Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer, or agent of the grantee shall participate in selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency, or any sub-recipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs.
- (b) Any member of their immediate family.
- (c) Their partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No person described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a

decision-making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor fails to fulfill in a timely and proper manner its obligations to the grantee under this contract or if the contractor shall violate any of the conditions of this contract. The grantee shall, in its written notice to the contractor, fully describe the nature of failure or violation by the contractor and the corrective action required of the contractor, and the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If the contractor corrects such failure or violation within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes the grantee's election to terminate this contract for cause under this paragraph, the contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the agreement is terminated by the grantee as provided herein, the grantee agrees to pay the contractor no later than thirty (30) days following the date of the written notice of contract termination by the grantee. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by the parties' mutual agreement. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character, or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

- B. All the services required hereunder will be performed by the contractor or under its supervision. All personnel engaged in the work shall be fully qualified and authorized or permitted under State and Local law to perform such services.
- C. Except for the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish the grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs, and the grantee shall possess all rights to invention or discovery, as well as rights in data that may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performing the services herein enumerated, the contractor and his/her employees/agents will comply with any applicable State and Local Statutes, ordinances, and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide the contractor with the prescribed format of Part IV of the HUD Disclosure Report. The contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between the contractor and the grantee. Within Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- A. The name of all persons who are proprietors, partners, directors, or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract.

- B. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable.
- C. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in Part IV of the HUD Disclosure Report as "direct" or "passive," whichever applies to such proprietor, partner, director, or officer, as applicable; and,
- D. The financial interest of the named individual as set forth in a. above; such interest is to be expressed indollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) requirements as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts over \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts over \$2,000 awarded by grantees and subgrantees and \$2,500 for other contracts involving the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that the contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

Testing Contract_Louderback - 1

Wednesday, April 9, 2025 9:14 AM



Testing Contract_Louderback - 1

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN MONTGOMERY COUNTY

AND

RICK LOUDERBACK

This contract for professional services is by and between the County of Montgomery (“Montgomery County”), by and through its Montgomery County Board of Commissioners, with the Board President, Dan Guard acting as the duly authorized signatory, and Rick Louderback (hereinafter called the "Consultant" and/or “Contractor”).

WITNESSETH THAT:

WHEREAS, Montgomery County has received a Community Development Block Grant (CDBG) administered by the Indiana Office of Community and Rural Affairs (OCRA) pursuant to Title I of the Housing and Community Development Act of 1974 for the Owner-Occupied Rehabilitation Program and,

WHEREAS, Montgomery County desires to engage the Consultant to conduct certain technical assistance services in connection with the Montgomery County Owner-Occupied Rehabilitation Program (hereinafter called the "OOR Program" and/or “Program”):

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Montgomery County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant shall in a satisfactory and proper manner perform the following services at the following rates:

- a. Conduct radon testing for selected program units. The cost for this service is not to exceed \$175.00 per structure for a potential of 40 houses. This includes test drop-off and pick-up and creating a test result summary.
- b. Conduct a radon remediation clearance test (if applicable). The cost of this service may not exceed \$125.00 per structure.

3. Time of Performance

The consultant's services shall commence on April 7, 2025, and shall be completed no later than February 28, 2026, or the grant end date of the Montgomery County OOR Program.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the Consultant by Montgomery County, its agencies, or a designated representative. No charge will be made to the Consultant for such information. Montgomery County and its agencies will cooperate with the Consultant in every way possible to facilitate the work described in this Contract.

5. Compensation and Method of Payment

Total compensation and reimbursement for all services outlined in the Scope of Services shall not exceed Twelve Thousand Dollars (\$12,000). This amount does not include any per-hour charges for services beyond those specified in the scope of services. Additionally, this figure does not cover the radon testing for more than 40 houses.

The Consultant shall submit an invoice summarizing the completion of the assigned tasks to Montgomery County for payment after the task has been completed. Montgomery County will pay the Consultant within sixty (60) days after receipt of the invoice.

The Consultant agrees to keep accurate records. The consultant shall keep such records and make them available to Montgomery County for inspection and copying upon request.

All financial records for this Program are subject to and must be made available for State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Montgomery County, and the consultant may retain copies of the documents.

7. Professional Liability

Consultant shall be responsible for using reasonable skill and care befitting the profession in any services provided for the Program covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Consultant and shall exonerate, indemnify, and hold harmless Montgomery County, its officers, agents, and all employees from and against them and any local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws.

Further, Consultant shall exonerate, indemnify, and hold harmless Montgomery County with respect to any damage, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Montgomery County Commissioner
1580 Constitution Row
Crawfordsville, IN 47933
Attention: Tom Klein
Title: County Administrator

Rick Louderback
8090 N County Rd 200 E
Brazil, IN 47834

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11. Termination

Montgomery County may terminate this Contract at any time and for any reason by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such an amount as shall compensate it for the portion of the work satisfactorily performed before the termination date. Montgomery County shall fix such amount after consultation with the Consultant and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against Montgomery County or the Consultant for damages or for compensation in addition to that provided hereunder.

12. Compliance with Laws, Ordinances, etc.

The Consultant, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws and the ordinances of Montgomery County, Indiana, and all applicable rules and regulations promulgated by all local, state, and federal boards, bureaus, and agencies. Federal language can be found in Attachment A of this contract.

13. Findings Confidential

All the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of Montgomery County.

14. Conflict of Interest

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract and that the Consultant will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

15. Assignment

The parties each hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet, or transfer any interest in this contract without written authorization of the other.

16. Availability of Funds

Montgomery County will pay for any or all services of the Consultant, as provided in the conditions outlined in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the Montgomery County OOR Grant. Montgomery County will pay the Consultant for services out of grant funds.

17. Date of Contract to Begin

This Contract shall commence and become effective as of April 7, 2025. Costs incurred thereafter and before termination shall be eligible for reimbursement, provided the other conditions of this Contract are met.

18. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Consultant is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of this affidavit, the Consultant shall provide Montgomery County with documentation indicating that it has enrolled and is participating in the E-Verify program. Should the Consultant subcontract for the performance of any work under and under this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, Montgomery County may require a cure for such violation thereafter. If no timely cure is performed, the County may terminate this Agreement by either the provisions or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

19. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Consultant certifies to Montgomery County that it has not engaged in investment activities in Iran.

20. Suspension and Disbarment Clause

Consultant hereby certifies, to the best of its knowledge and belief, that Consultant and its principles:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency.
- B. Has not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between

competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty.

- C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) of any offense described in paragraph (b) of this certification.
- D. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

21. Amendments

This Contract may be amended or supplemented by following the procedures used for its adoption.

22. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions, and Clauses outlined in Attachment A.

23. Authorization

This Contract is authorized by Montgomery County on April 7, 2025.

MONTGOMERY COUNTY

CONSULTANT

BY: _____
Dan Guard
Board of Commissioners President

BY: _____
Rick Louderback

DATE: _____

DATE: _____

ATTEST:

BY: _____
Mindy Byers, Auditor

DATE: _____

ATTACHMENT A:

**FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS
CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS**

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions, and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination.
- B. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its employment practices when it participates in federally assisted construction work provided that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modifications subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in

whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises, as defined in 13 CFR 124.103, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with the Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy," which includes but is not limited to creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Program area, and contracts for work in connection with the Program be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Program.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the Program, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest(hereinafter referred to as the “contractor”), agrees as follows:

- A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, their sources of information, and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required, or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, butnot limited to:
 - (1) Withholding payments to the contractor under the contract until the contractor complies and/or
 - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII of the Civil Rights Acts of 1968, which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in financing or housing, blockbusting, and

discriminatory advertising, and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff, or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the Secretary of Labor's rules, regulations, and relevant orders issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, understanding that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with the Fair Housing Amendments Act of 1988, which Amends Title VIII of the Civil Rights Act of 1968, prohibiting discrimination on the basis of race, color, religion, sex, or national origin in the sale, rental, and financing of dwellings. The 1988 Amendments Act extends the coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that they do not maintain or provide for their employees any segregated facility at any of their establishments and those under their control. They certify further that they will not maintain or provide segregated facilities at any of their establishments, and they will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certification in their files; and that they will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audit, or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts on the date the Indiana Office of Community and Rural Affairs issues a "Certification of Completion" for the grant.

C. The Indiana Office of Community and Rural Affairs shall request the transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may

arrange with grantees to retain any records continuously needed for joint uses.

- D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of grantee and sub-grantees to make audits, examinations, excerpts, and transcripts.
- E. Unless otherwise required by law, the Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer, or agent of the grantee shall participate in selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency, or any sub-recipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs.
- (b) Any member of their immediate family.
- (c) Their partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No person described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor fails to fulfill in a timely and proper manner its obligations to the grantee under this contract or if the contractor shall violate any of the conditions of this contract. The grantee shall, in its written notice to the contractor, fully describe the nature of failure or violation by the contractor and the corrective action required of the contractor, and the

grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If the contractor corrects such failure or violation within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes the grantee's election to terminate this contract for cause under this paragraph, the contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the agreement is terminated by the grantee as provided herein, the grantee agrees to pay the contractor no later than thirty (30) days following the date of the written notice of contract termination by the grantee. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by the parties' mutual agreement. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character, or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.
- B. All the services required hereunder will be performed by the contractor or under its supervision. All personnel engaged in the work shall be fully qualified and authorized or permitted under State and Local law to perform such services.
- C. Except for the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish the grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs, and the grantee shall possess all rights to invention or discovery, as well as rights in data that may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performing the services herein enumerated, the contractor and his/her employees/agents will comply with any applicable State and Local Statutes, ordinances, and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide the contractor with the prescribed format of Part IV of the HUD Disclosure Report. The contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between the contractor and the grantee. Within Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- A. The name of all persons who are proprietors, partners, directors, or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract.
- B. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable.
- C. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in Part IV of the HUD Disclosure Report as "direct" or "passive," whichever applies to such proprietor, partner, director, or officer, as applicable; and,
- D. The financial interest of the named individual as set forth in a. above; such interest is to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) requirements as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5,

respective to construction contracts over \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts over \$2,000 awarded by grantees and subgrantees and \$2,500 for other contracts involving the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that the contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

Testing Contract_Wilson-1

Wednesday, April 9, 2025 9:21 AM



Testing Contract_Wilson-1

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN MONTGOMERY COUNTY

AND

KHANRAD WILSON

This contract for professional services is by and between the County of Montgomery (“Montgomery County”), by and through its Montgomery County Board of Commissioners, with the Board President, Dan Guard acting as the duly authorized signatory, and Khanrad Wilson of Wilson and Sons (hereinafter called the "Consultant" and/or “Contractor”).

WITNESSETH THAT:

WHEREAS, Montgomery County has received a Community Development Block Grant (CDBG) administered by the Indiana Office of Community and Rural Affairs (OCRA) pursuant to Title I of the Housing and Community Development Act of 1974 for the Owner-Occupied Rehabilitation Program and,

WHEREAS, Montgomery County desires to engage the Consultant to conduct certain technical assistance services in connection with the Montgomery County Owner-Occupied Rehabilitation Program (hereinafter called the "OOR Program" and/or “Program”):

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of Consultant

Montgomery County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Consultant shall in a satisfactory and proper manner, perform the following services at the following rates:

- a. Conduct radon testing for selected program units. The cost for this service is not to exceed \$175.00 per structure for a potential of 40 houses. This includes test drop-off and pick-up and creating a test result summary.
- b. Conduct a radon remediation clearance test (if applicable). The cost of this service may not exceed \$125.00 per structure.

3. Time of Performance

The consultant's services shall commence on April 7, 2025, and shall be completed no later than February 28, 2026, or the grant end date of the Montgomery County OOR Program.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the Consultant by Montgomery County, its agencies, or a designated representative. No charge will be made to the Consultant for such information. Montgomery County and its agencies will cooperate with the Consultant in every way possible to facilitate the work described in this Contract.

5. Compensation and Method of Payment

Total compensation and reimbursement for all services outlined in the Scope of Services shall not exceed Twelve Thousand Dollars (\$12,000). This amount does not include any per-hour charges for services beyond those specified in the scope of services. Additionally, this figure does not cover the radon testing for more than 40 houses.

The Consultant shall submit an invoice summarizing the completion of the assigned tasks to Montgomery County for payment after the task has been completed. Montgomery County will pay the Consultant within sixty (60) days after receipt of the invoice.

The Consultant agrees to keep accurate records. The consultant shall keep such records and make them available to Montgomery County for inspection and copying upon request.

All financial records for this Program are subject to and must be made available for State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Montgomery County, and the consultant may retain copies of the documents.

7. Professional Liability

Consultant shall be responsible for using reasonable skill and care befitting the profession in any services provided for the Program covered by this Contract.

8. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Consultant and shall exonerate, indemnify, and hold harmless Montgomery County, its officers, agents, and all employees from and against them and any local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws.

Further, Consultant shall exonerate, indemnify, and hold harmless Montgomery County with respect to any damage, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by Consultant. This shall not be construed as a limitation of the Consultant's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Montgomery County Commissioners
1580 Constitution Row
Crawfordsville, IN 47933
Attention: Tom Klein
Title: County Administrator

Wilson and Sons
6180 N Stevenson St
Terre Haute, IN 47805
Attention: Khanrad Wilson, Owner

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11. Termination

Montgomery County may terminate this Contract at any time and for any reason by written notice to the Consultant specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Consultant shall be paid such an amount as shall compensate it for the portion of the work satisfactorily performed before the termination date. Montgomery County shall fix such amount after consultation with the Consultant and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against Montgomery County or the Consultant for damages or for compensation in addition to that provided hereunder.

12. Compliance with Laws, Ordinances, etc.

The Consultant, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws and the ordinances of Montgomery County, Indiana, and all applicable rules and regulations promulgated by all local, state, and federal boards, bureaus, and agencies. Federal language can be found in Attachment A of this contract.

13. Findings Confidential

All the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of Montgomery County.

14. Conflict of Interest

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract and that the Consultant will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

15. Assignment

The parties each hereby bind themselves, their successors, assigns, and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet, or transfer any interest in this contract without written authorization of the other.

16. Availability of Funds

Montgomery County will pay for any or all services of the Consultant, as provided in the conditions outlined in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the Montgomery County OOR Grant. Montgomery County will pay the Consultant for services out of grant funds.

17. Date of Contract to Begin

This Contract shall commence and become effective as of April 7, 2025. Costs incurred thereafter and before termination shall be eligible for reimbursement, provided the other conditions of this Contract are met.

18. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Consultant is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not knowingly employ unauthorized aliens. In support of this affidavit, the Consultant shall provide Montgomery County with documentation indicating that it has enrolled and is participating in the E-Verify program. Should the Consultant subcontract for the performance of any work under and under this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, Montgomery County may require a cure for such violation thereafter. If no timely cure is performed, the County may terminate this Agreement by either the provisions or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

19. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Consultant certifies to Montgomery County that it has not engaged in investment activities in Iran.

20. Suspension and Disbarment Clause

Consultant hereby certifies, to the best of its knowledge and belief, that Consultant and its principles:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency.
- B. Has not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between

competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty.

- C. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) of any offense described in paragraph (b) of this certification.
- D. Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

21. Amendments

This Contract may be amended or supplemented by following the procedures used for its adoption.

22. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions, and Clauses outlined in Attachment A.

23. Authorization

This Contract is authorized by Montgomery County on April 7, 2025.

MONTGOMERY COUNTY

WILSON & SONS

BY: _____
Dan Guard
Board of Commissioners President

BY: _____
Khanrad Wilson, Owner

DATE: _____

DATE: _____

ATTEST:

BY: _____
Mindy Byers, Auditor

DATE: _____

ATTACHMENT A:

**FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS
CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS**

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions, and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination.
- B. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its employment practices when it participates in federally assisted construction work provided that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.
- I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The contractor further agrees that it will refrain from entering into any contract or contract modifications subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in

whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises, as defined in 13 CFR 124.103, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with the Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy," which includes but is not limited to creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

- A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 USC, 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Program area, and contracts for work in connection with the Program be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the Program.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the Program, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest(hereinafter referred to as the “contractor”), agrees as follows:

- A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, their sources of information, and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required, or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, butnot limited to:
 - (1) Withholding payments to the contractor under the contract until the contractor complies and/or
 - (2) Cancellation, termination, or suspension of the contract, in whole or in part.
- E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII of the Civil Rights Acts of 1968, which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in financing or housing, blockbusting, and

discriminatory advertising, and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff, or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the Secretary of Labor's rules, regulations, and relevant orders issued pursuant to the Act.
- C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract, understanding that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with the Fair Housing Amendments Act of 1988, which Amends Title VIII of the Civil Rights Act of 1968, prohibiting discrimination on the basis of race, color, religion, sex, or national origin in the sale, rental, and financing of dwellings. The 1988 Amendments Act extends the coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that they do not maintain or provide for their employees any segregated facility at any of their establishments and those under their control. They certify further that they will not maintain or provide segregated facilities at any of their establishments, and they will not permit employees to perform their services at any location under their control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certification in their files; and that they will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records, and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audit, or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts on the date the Indiana Office of Community and Rural Affairs issues a "Certification of Completion" for the grant.

C. The Indiana Office of Community and Rural Affairs shall request the transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may

arrange with grantees to retain any records continuously needed for joint uses.

- D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of grantee and sub-grantees to make audits, examinations, excerpts, and transcripts.
- E. Unless otherwise required by law, the Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer, or agent of the grantee shall participate in selection or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency, or any sub-recipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs.
- (b) Any member of their immediate family.
- (c) Their partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No person described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor fails to fulfill in a timely and proper manner its obligations to the grantee under this contract or if the contractor shall violate any of the conditions of this contract. The grantee shall, in its written notice to the contractor, fully describe the nature of failure or violation by the contractor and the corrective action required of the contractor, and the

grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If the contractor corrects such failure or violation within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes the grantee's election to terminate this contract for cause under this paragraph, the contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the agreement is terminated by the grantee as provided herein, the grantee agrees to pay the contractor no later than thirty (30) days following the date of the written notice of contract termination by the grantee. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee. The contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by the parties' mutual agreement. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character, or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

- A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.
- B. All the services required hereunder will be performed by the contractor or under its supervision. All personnel engaged in the work shall be fully qualified and authorized or permitted under State and Local law to perform such services.
- C. Except for the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish the grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs, and the grantee shall possess all rights to invention or discovery, as well as rights in data that may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performing the services herein enumerated, the contractor and his/her employees/agents will comply with any applicable State and Local Statutes, ordinances, and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide the contractor with the prescribed format of Part IV of the HUD Disclosure Report. The contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between the contractor and the grantee. Within Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- A. The name of all persons who are proprietors, partners, directors, or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract.
- B. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable.
- C. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in Part IV of the HUD Disclosure Report as "direct" or "passive," whichever applies to such proprietor, partner, director, or officer, as applicable; and,
- D. The financial interest of the named individual as set forth in a. above; such interest is to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the Copeland "Anti-Kick Back" Act (18 USC 874) requirements as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5,

respective to construction contracts over \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts over \$2,000 awarded by grantees and subgrantees and \$2,500 for other contracts involving the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that the contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

Notice of Public Hearing - Re-Establishment of Cumulative Bridge Fund

Monday, April 7, 2025 1:59 PM

Montgomery County Board of Commissioners NOTICE TO TAXPAYERS OF HEARING ON RE-ESTABLISHMENT OF CUMULATIVE BRIDGE FUND

Notice is hereby given to the taxpayers of Montgomery County, Indiana that the Montgomery County Board of Commissioners will consider at the Community Meeting Room, 1580 Constitution Row, Crawfordsville, Indiana at 8 o'clock a.m. on April 14, 2025, the re-establishment of the Cumulative Bridge Fund under the provisions of Indiana Code §8-16-3 for the following purposes: the construction, repair, maintenance and inspection of bridges in Montgomery County.

If accommodations are required to attend this meeting, please contact Auditor Mindy Byers at 765-364-6403.

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 2026. Taxpayers appearing at this public hearing will have the right to be heard on this issue. The proposal to re-establish the Cumulative Bridge Fund is subject to approval by the Department of Local Government Finance.

Within thirty (30) days of the adoption of the ordinance re-establishing the Cumulative Bridge Fund by the Board of Commissioners of Montgomery County, Montgomery County will publish a Notice of Adoption. Upon publication of the Notice of Adoption, twenty-five (25) or more taxpayers in the taxing district (Montgomery County) may file a petition with the County Auditor not later than 12 noon, thirty (30) days after the publication of the Notice of Adoption setting forth their objections to the proposed fund.

Dated this 24th day of March, 2025.

Board of Commissioners of Montgomery County, Indiana

Published: March 26, 2025 & April 2, 2025

Ordinance 2025-12 Re-Establishing the Cumulative Bridge Fund

Wednesday, April 9, 2025 8:34 AM



Ordinance 2025-12 Reestablishment of Cumulative Bridge...

Montgomery County Board of Commissioners

Ordinance 2025-12

An Ordinance Re-Establishing the Cumulative Bridge Fund

Whereas, the Montgomery County Board of Commissioners has expressed a desire to re-establish and maintain a Cumulative Bridge Fund (“Cum Bridge Fund”), as provided for in Indiana Code §8-16-3, and impose a tax levy on all real and personal property in Montgomery County, under Indiana Code §6-1.1-41, to provide money for the construction, repair, maintenance and inspection of bridges in Montgomery County; and

Whereas, the tax rate for 2025 for the Cumulative Bridge Fund is \$0.055 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; and

Whereas, the Commissioners provided to the affected taxpayers of Montgomery County notice of this proposed ordinance and of the public hearing, as required by Indiana Code §5-3-1, by publishing on March 26, 2025 and April 2, 2025 notice of the public hearing in the *Journal Review* and *The Paper of Montgomery County*, two newspapers of general circulation in Montgomery County, Indiana; and

Whereas, the Commissioners conducted a public hearing on the proposed ordinance on April 14, 2025 at which time no taxpayers testified

regarding the re-establishment of the Cumulative Bridge Fund and the proposed increase in the tax rate of such Fund; and





Petition for Annexation into the City of
Crawfordsville - East side of the intersection SR47
South & Purple Heart Parkway

Monday, March 24, 2025 2:55 PM

PETITION FOR ANNEXATION INTO THE CITY OF CRAWFORDSVILLE

The undersigned property owner hereby petitions the City of Crawfordsville to annex the real property identified below into the City of Crawfordsville.

Petitioner/Property Owner Name(s): Board of Commissioners of Montgomery County

Mailing Address and Telephone No. for Petitioner/Owner:

1580 Constitution Row Suite E

Crawfordsville, IN 47933

765-361-2623

Common Address or general location of Property: East side of the intersection State Road 47 South and Purple Heart Parkway (Parcel 54-10-07-700-044.002-025)

[attach description and/or map showing location of property]

Number of acres: 2.174

Present Use of Property: Purple Heart Parkway and ROW

Plans for Changes in Use of Property, if any: none

Requested zoning after annexation: B-3, Business

Name of Petitioner - *printed*

Signature of Petitioner

Date

Signature & Title of City Official to whom
this Petition was delivered

Date

Accept & Award CCCMG Bids - Sign Contract & Issue Notice to Proceed

Monday, April 7, 2025 11:18 AM

Printout

Monday, April 7, 2025 11:20 AM













Official Detour for US41 Project - CR750W between SR47 & SR 234

Monday, April 7, 2025 11:18 AM

Vialytics Road Management System - 3-year Contract \$32,020 per year - \$500 startup fee

Monday, April 7, 2025 11:18 AM

Facility Encroachment Agreement with CSX

Wednesday, April 9, 2025 4:28 PM



Facility Encroachment Agreement with CSX





















Second Ordinance 2025-10 Creating the 2024-2025
Montgomery County Health Department
Immunization Grant Fund - \$27,014.78

Monday, March 24, 2025 2:56 PM



Second Ordinance 2025-11 Creating the 2024-2025
Health Department Tire Amnesty Grant Fund -
\$10,000

Monday, March 24, 2025 2:59 PM



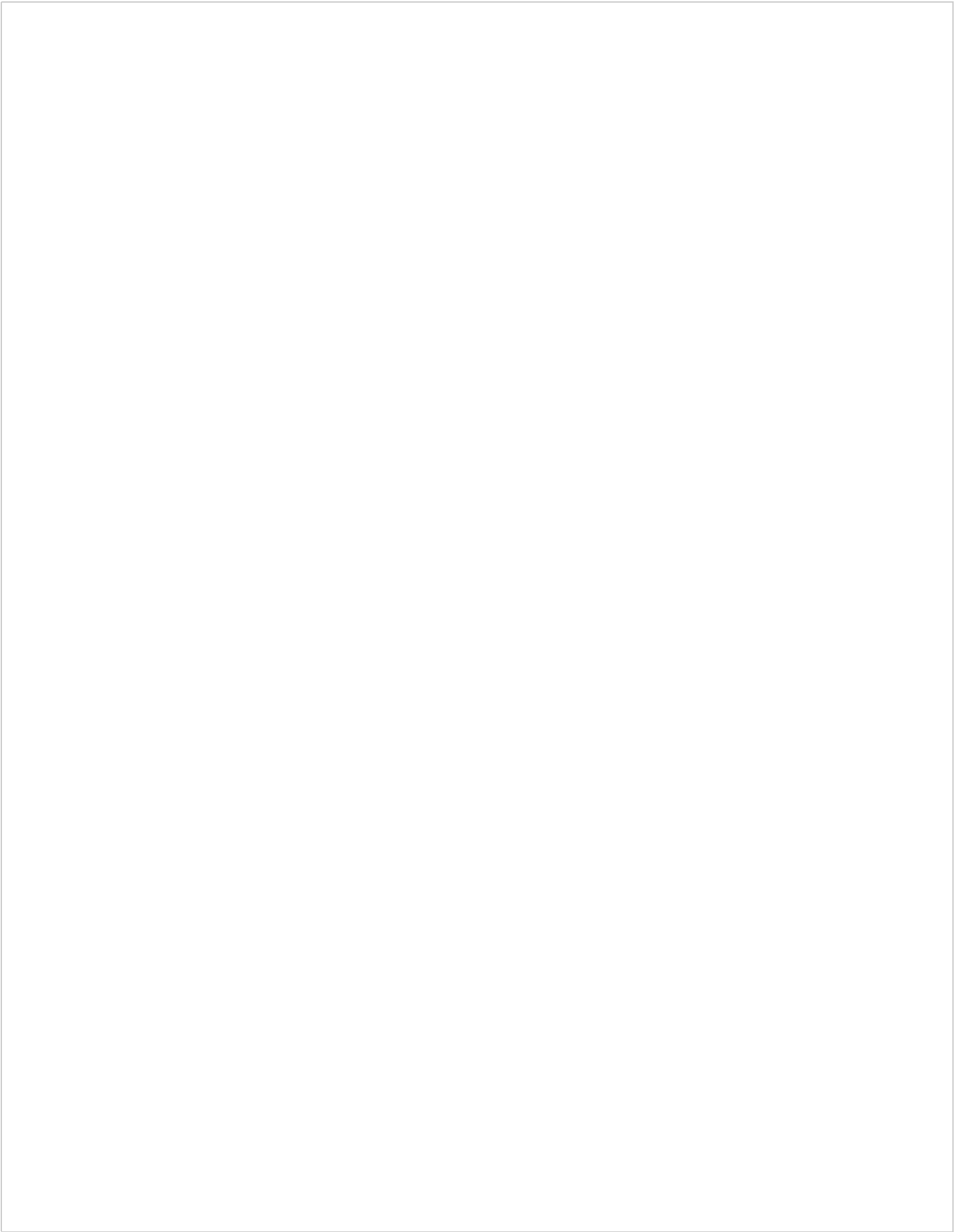


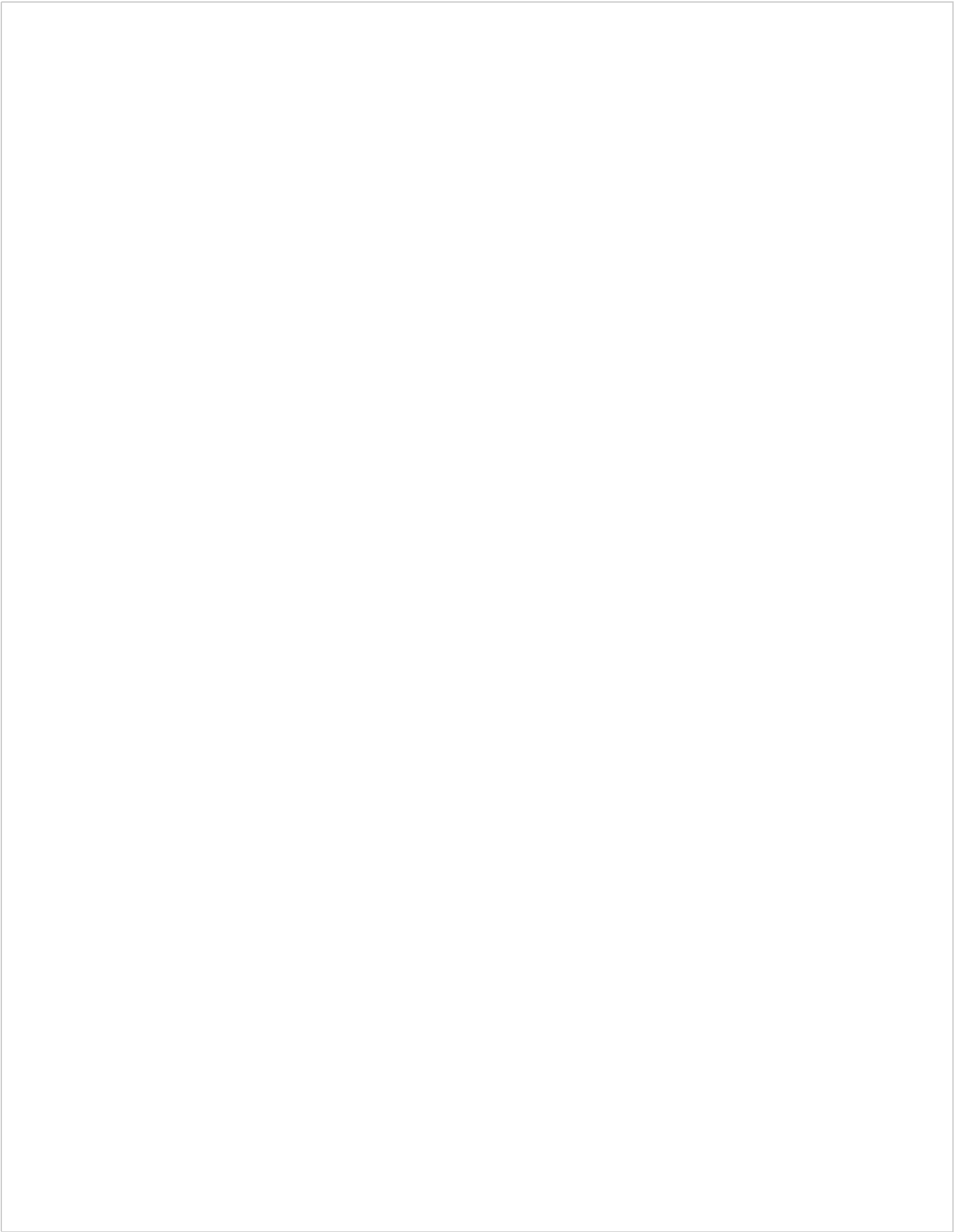
Attest:

Mindy Byers, Auditor

Resolution 2025-11 Authorizing the City of
Crawfordsville, Sunshine Vans and Program Director
Belinda Young to Submit Application for INDOT
Public Transportation Funding

Monday, April 7, 2025 1:52 PM





Montgomery County Board of Commissioners
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CUMULATIVE BRIDGE FUND

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If accommodations are required to attend this meeting, please contact Auditor Mindy Byers at 765-364-6403.

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 2026. Taxpayers appearing at this public hearing will have the right to be heard on this issue. The proposal to re-establish the Cumulative Bridge Fund is subject to approval by the Department of Local Government Finance.

Within thirty (30) days of the adoption of the ordinance re-establishing the Cumulative Bridge Fund by the Board of Commissioners of Montgomery County, Montgomery County will publish a Notice of Adoption. Upon publication of the Notice of Adoption, twenty-five (25) or more taxpayers in the taxing district (Montgomery County) may file a petition with the County Auditor not later than 12 noon, thirty (30) days after the publication of the Notice of Adoption setting forth their objections to the proposed fund.

Dated this 24th day of March, 2025.

Board of Commissioners of Montgomery County, Indiana

Please publish two times: March 26, 2025 and April 2, 2025

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Dated this 24th day of March, 2025.

Board of Commissioners of Montgomery County, Indiana

Please publish two times: March 26, 2025 and April 2, 2025



April 4, 2025

Montgomery County Commissioners
1580 Constitution Row
Crawfordsville, IN 47933

Subject: Progress Update and Request for Approval of Inspection and Radon Testing Contracts

Dear Commissioners,

I am pleased to provide a progress update on the Montgomery County Owner-Occupied Rehabilitation (OOR) Program. To date, we have received 21 applications, with the majority (77%) of applicants reporting the need for roof repair or replacement. Our focus groups include single parents, veterans, aging individuals, and persons with disabilities, with the largest group being aging residents (65%). Additionally, 14 contractors have registered to participate in the program, including eight roofing contractors. At this time, 15 applications are ready to proceed with inspections.

To move forward, we must secure and contract inspectors and radon testing services. These services are essential before we can proceed with bidding. The bid process must be completed by the end of the month. To meet publication and pre-bid meeting requirements, we can proceed with as few as two bids initially, which will allow us to complete the necessary steps without repeating them for the remaining units.

Enclosed is a summary of the quotes received for inspection and radon testing services, along with draft contracts for review and approval. Given the project timeline, we request expedited approval of these contracts to ensure inspections and testing can begin promptly.

Please let us know if any additional information is needed. We appreciate your continued support and look forward to advancing this critical program for Montgomery County residents.

Sincerely,

Kristine Krueger, Thrive West Central
Montgomery County Owner-Occupied Rehabilitation Program Manager

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1661
Fax: (812) 238-1664

The program has received the following quotes for **inspection services**:

Name	Location	Initial Inspection	Work Specs	Final Inspection	Unit Cost	Additional Inspection
Khanrad Wilson Wilson & Sons	Terre Haute	\$175	0	\$110	\$285	\$110
Todd Ransom MIBT Home & Property Inspection	Lebanon	\$300	0	\$100	\$400	\$100
Justin Taggart Taggart Inspection	Veedersburg	\$400	\$50	\$250	\$700	\$250

Each unit will require an initial inspection, a final inspection, and work specifications for bid requests, with costs reflected as a unit cost in the table above. Additional inspection costs will apply in cases of unforeseen challenges or necessary change orders.

Currently, there are 21 applications. We recommend that the County contract with at least two inspectors to ensure efficient and timely inspections and project completion. Wilson & Sons and MIBT are our recommended choices. Contracts can include a stipulation that initial inspections do not exceed \$300, while final and additional inspections do not exceed \$110. This approach allows inspectors to invoice at their appropriate rates without altering any quoted amounts. We believe Wilson & Sons will adhere to their original quote.

Draft contracts for these two are provided.

The program has received the following quotes for **radon testing services**:

Name	Location	Initial Testing	Test Result Summary	Unit Cost	Remediation Clearance Test
Khanrad Wilson Wilson & Sons	Terre Haute	\$175	0	\$175	\$125
Rick Louderback	Brazil	\$175	0	\$175	\$75
Josh Buckel V3 Companies	Indianapolis	\$140	\$75	\$215	\$140
Kyle Pfeifer Pfeifer Home Inspection	Indianapolis	\$275	0	\$275	0
Michael Devir Keramida Inc.	Indianapolis	\$1,070	\$200	\$1,270	\$1,270

The program requires radon-level testing for each unit. The test and a summary of the results, which determine whether radon remediation is necessary, are included as a unit cost in the table above. If radon levels exceed health and safety thresholds, remediation is required. A clearance test will be necessary after remediation work is completed to ensure safe radon levels.

Since radon tests must remain on-site for at least 48 hours, we recommend that the County contract with two or three radon testers to ensure timely and efficient testing. We recommend Wilson & Sons, as they can perform both inspections and place the test in a single visit, reducing the number of site visits. Mr. Louderback would be our next recommendation. Like the inspection contracts, we suggest including a stipulation that testing costs do not exceed \$175 and clearance testing does not exceed \$125. This approach allows testers to invoice at their appropriate rates without altering any quoted amounts. If the County chooses to add a third contractor, the amounts not to exceed can be adjusted.

Draft contracts for Wilson & Sons and Mr. Louderback are provided.



April 4, 2025

Montgomery County Commissioners
1580 Constitution Row
Crawfordsville, IN 47933

Subject: Progress Update and Request for Approval of Inspection and Radon Testing Contracts

Dear Commissioners,

I am pleased to provide a progress update on the Montgomery County Owner-Occupied Rehabilitation (OOR) Program. To date, we have received 21 applications, with the majority (77%) of applicants reporting the need for roof repair or replacement. Our focus groups include single parents, veterans, aging individuals, and persons with disabilities, with the largest group being aging residents (65%). Additionally, 14 contractors have registered to participate in the program, including eight roofing contractors. At this time, 15 applications are ready to proceed with inspections.

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Enclosed is a summary of the quotes received for inspection and radon testing services, along with draft contracts for review and approval. Given the project timeline, we request expedited approval of these contracts to ensure inspections and testing can begin promptly.

Please let us know if any additional information is needed. We appreciate your continued support and look forward to advancing this critical program for Montgomery County residents.

Sincerely,

Kristine Krueger, Thrive West Central
Montgomery County Owner-Occupied Rehabilitation Program Manager

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1561
Fax: (812) 238-1564

Proclamation of the Montgomery County Board of Commissioners

Arbor Day

April 25, 2025

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless wood products, and

Whereas, trees in our County increase property values, enhance the economic vitality of business areas, and beautify our County,

Now, therefore, the Montgomery County Board of Commissioners do hereby proclaim Friday, April 25, 2025 as Arbor Day in Montgomery County.

Proclaimed this 14th day of April in the year 2025.

Montgomery County Board of Commissioners

Dan Guard, President

Jake Bohlander, Member

Attest: _____
Mindy Byers, County Auditor

The program has received the following quotes for **inspection services**:

Name	Location	Initial Inspection	Work Specs	Final Inspection	Unit Cost	Additional Inspection
Khanrad Wilson Wilson & Sons	Terre Haute	\$175	0	\$110	\$285	\$110
Todd Ransom MIBT Home & Property Inspection	Lebanon	\$300	0	\$100	\$400	\$100
Justin Taggart Taggart Inspection	Veedersburg	\$400	\$50	\$250	\$700	\$250

Each unit will require an initial inspection, a final inspection, and work specifications for bid requests, with costs reflected as a unit cost in the table above. Additional inspection costs will apply in cases of unforeseen challenges or necessary change orders.

Currently, there are 21 applications. We recommend that the County contract with at least two inspectors to ensure efficient and timely inspections and project completion. Wilson & Sons and MIBT are our recommended choices. Contracts can include a stipulation that initial inspections do not exceed \$300, while final and additional inspections do not exceed \$110. This approach allows inspectors to invoice at their appropriate rates without altering any quoted amounts. We believe Wilson & Sons will adhere to their original quote.

Draft contracts for these two are provided.

The program has received the following quotes for **radon testing services**:

Name	Location	Initial Testing	Test Result Summary	Unit Cost	Remediation Clearance Test
Khanrad Wilson Wilson & Sons	Terre Haute	\$175	0	\$175	\$125
Rick Louderback	Brazil	\$175	0	\$175	\$75
Josh Buckel V3 Companies	Indianapolis	\$140	\$75	\$215	\$140
Kyle Pfeifer Pfeifer Home Inspection	Indianapolis	\$275	0	\$275	0
Michael Devir Keramida Inc.	Indianapolis	\$1,070	\$200	\$1,270	\$1,270

The program requires radon-level testing for each unit. The test and a summary of the results, which determine whether radon remediation is necessary, are included as a unit cost in the table above. If radon levels exceed health and safety thresholds, remediation is required. A clearance test will be necessary after remediation work is completed to ensure safe radon levels.

Since radon tests must remain on-site for at least 48 hours, we recommend that the County contract with two or three radon testers to ensure timely and efficient testing. We recommend Wilson & Sons, as they can perform both inspections and place the test in a single visit, reducing the number of site visits. Mr. Louderback would be our next recommendation. Like the inspection contracts, we suggest including a stipulation that testing costs do not exceed \$175 and clearance testing does not exceed \$125. This approach allows testers to invoice at their appropriate rates without altering any quoted amounts. If the County chooses to add a third contractor, the amounts not to exceed can be adjusted.

Draft contracts for Wilson & Sons and Mr. Louderback are provided.

Montgomery County Board of Commissioners

Ordinance 2025-12

An Ordinance Re-Establishing the Cumulative Bridge Fund

Whereas, the Montgomery County Board of Commissioners has expressed a desire to re-establish and maintain a Cumulative Bridge Fund (“Cum Bridge Fund”), as provided for in Indiana Code §8-16-3, and impose a tax levy on all real and personal property in Montgomery County, under Indiana Code §6-1.1-41, to provide money for the construction, repair, maintenance and inspection of bridges in Montgomery County; and

Whereas, the tax rate for 2025 for the Cumulative Bridge Fund is \$0.055 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; and

Whereas, the Commissioners provided to the affected taxpayers of Montgomery County notice of this proposed ordinance and of the public hearing, as required by Indiana Code §5-3-1, by publishing on March 26, 2025 and April 2, 2025 notice of the public hearing in the *Journal Review* and *The Paper of Montgomery County*, two newspapers of general circulation in Montgomery County, Indiana; and

Whereas, the Commissioners conducted a public hearing on the proposed ordinance on April 14, 2025 at which time no taxpayers testified

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Whereas, the Commissioners conducted a public hearing on the proposed ordinance on April 14, 2025 at which time no taxpayers testified

regarding the re-establishment of the Cumulative Bridge Fund and the proposed increase in the tax rate of such Fund; and

Whereas, the Commissioners introduced this ordinance on January 27, 2025; and

Whereas, the Indiana Department of Local Government Finance may, under Indiana law, adjust the County's maximum tax rate for the Cumulative Bridge Fund based on trending and reassessment of taxable property located in the County, and the proposed tax increase is subject to approval by the Department; and

Whereas, the Commissioners have a purpose for which the funds can be spent, specifically the construction, repair, maintenance and inspection of bridges, and desire to reestablish the tax rate of the Cumulative Bridge Fund at the proposed rate of \$0.075 per \$100 assessed valuation; and

Whereas, the Commissioners find that the Cumulative Bridge Fund should be re-established and that the tax rate for the Cumulative Bridge Fund should be \$0.075 per \$100 assessed valuation.

It is therefore ordained that the Montgomery County Board of Commissioners enact:

Section 1. Cumulative Bridge Fund Re-Establishment. The Montgomery County Board of Commissioners hereby re-establishes the Cumulative Bridge Fund pursuant to Indiana Code §6-1.1-41, to be used for the purposes allowed and set forth in Indiana Code §8-16-3, including the construction, repair, maintenance and inspection of bridges, and now establish the rate to be \$0.075 per \$100 assessed valuation on all taxable real property and personal property in Montgomery County, Indiana.

Section 2. Tax Rate. The County Board of Commissioners now levies a tax on all real and personal property in Montgomery County to provide funds to the Cumulative Bridge Fund. The property tax will not exceed \$0.075 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2025, due and payable in 2026.

Section 3. DLGF Approval. The County Board of Commissioners directs the County Auditor to submit, to the Indiana Department of Local Government Finance, all proofs of publication of the notices to taxpayers and the Commissioner's public hearing held on April 14, 2025 and a certified copy of this ordinance, as provided by Indiana Code § 6-1.1-41-4, as the County's proposal for re-establishing the Cumulative Bridge Fund and imposing a tax levy by the County to be approved by the Department of Local Government Finance. This proposal must be submitted to the Indiana Department of Local Government Finance before May 31, 2025, in accordance with Indiana Code § 6-1.1-41-5. This ordinance is subject to the approval of the Indiana Department of Local Government Finance.

Section 4. Publication of Notice of Adoption. The Auditor shall publish notice of adoption of this ordinance within thirty (30) days of the adoption of this ordinance.

Section 5. Advertisement. The Auditor shall annually advertise this tax levy in the same manner as other tax levies are advertised.

Section 5. Repeal of Conflicting Ordinances. The provisions of all other County ordinances in conflict with the provisions hereof, if any, are of no further force or effect and are hereby repealed.

Section 6. Duration and Effective Date. The provisions of this Ordinance shall become effective immediately and remain in full force and effect until repealed by ordinance.

Adopted this 14th day of April, 2025.

Montgomery County, Indiana
Board of Commissioners

Dan Guard, President

James D. Fulwider, Vice President

Jake Bohlander, Member

Attest:

Mindy Byers, Auditor

Montgomery County Board of Commissioners

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regarding the re-establishment of the Cumulative Bridge Fund and the proposed increase in the tax rate of such Fund; and

Whereas, the Commissioners introduced this ordinance on January 27, 2025; and

Whereas, the Indiana Department of Local Government Finance may, under Indiana law, adjust the County's maximum tax rate for the Cumulative Bridge Fund based on trending and reassessment of taxable property located in the County, and the proposed tax increase is subject to approval by the Department; and

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Adopted this 14th day of April, 2025.

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Montgomery County, Indiana
Board of Commissioners

Dan Guard, President

James D. Fulwider, Vice President

Jake Bohlander, Member

Attest:

Mindy Byers, Auditor

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Adopted this 14th day of April, 2025.

Montgomery County, Indiana
Board of Commissioners

Dan Guard, President

James D. Fulwider, Vice President

Jake Bohlander, Member

Attest:

Mindy Byers, Auditor

STATE OF INDIANA) BEFORE THE INDIANA DEPARTMENT
) SS: OF ENVIRONMENTAL MANAGEMENT
 COUNTY OF MARION)

IN THE MATTER OF:)
 THE FORMATION OF THE)
 MONTGOMERY COUNTY)
 REGIONAL SEWER DISTRICT)

FINDINGS OF FACT AND RECOMMENDED ORDER
 OF THE HEARING OFFICER

FINDINGS OF FACT

1. On or about March 13, 2006, the Montgomery County Council and the Montgomery County Commissioners petitioned the Indiana Department of Environmental Management (IDEM) for an Order to establish a regional sewer district (RSD) in Montgomery County.
2. The submitted petition complies with the provisions of IC 13-26-2.
3. The proposed name of the regional sewer district is the Montgomery County Regional Sewer District (RSD).
4. A public hearing was held on December 21st, 2006 at the Crawfordsville Public Library, 222 South Washington Street, Crawfordsville, Indiana.
5. Notice of the hearing was given by publication in "The Paper" on December 6th, 11th, 15th, and the 19th, 2006, and "The Journal Review" on December 5th, 9th, 13th, and the 18th, 2006. Notice was given by mail to each eligible entity involved.
6. The principle office of the Montgomery County RSD shall be located at 100 East Main Street, Room 103, Crawfordsville, Indiana 47933. The Montgomery County RSD Board of Trustees (Montgomery County RSD Board), upon formation, may relocate the office upon written notice to IDEM.
7. The sanitary sewage needs of those residents now residing within the Montgomery County RSD are currently being met with septic systems, some of which are failing.
8. The residents of the Montgomery County RSD currently obtain their water for drinking and other purposes from cisterns, or individual wells. Contamination from

failing septic systems may detrimentally affect the water quality and public health in the Montgomery County RSD.

9. The current method of collection and disposal of the sanitary sewage of some of the residents of the Montgomery County RSD detrimentally affects the water quality and public health within the proposed district.
10. Upon formation, the Montgomery County RSD may construct and operate a system that will collect and treat the sanitary sewage of the residents of the Montgomery County RSD. The Montgomery County RSD may contract with a district or municipality to meet the sewage treatment needs of the residents of the RSD. The RSD may implement a septic maintenance/management program as needed.
11. The Montgomery County RSD is being formed to provide for the collection, treatment, and disposal of sewage within the district pursuant to IC 13-26-1-1.
12. The Montgomery County RSD did incur debt when it organized. The outstanding indebtedness in the proposed RSD includes a grant of \$50,000 from Nucor Steel for the purposes of preparing the preliminary engineering report and filing the petition. The proposed method for Nucor Steel to recoup this money is to pay reduced initial connection fees. These fees will be reduced by \$175.00 per EDU up to \$50,000. If the \$50,000 is not completely recouped by connection fee reduction, Nucor Steel may have a reduction in monthly user fees of \$5.00 per EDU until the \$50,000 is recouped.
13. The Montgomery County RSD shall be governed by five (5) board members.
 - A. The Montgomery County Council shall appoint one (1) member. The term shall expire December 31st, 2009.
 - B. The Montgomery County Council shall appoint one (1) member. The term shall expire December 31st, 2008.
 - C. The Montgomery County Commissioners shall appoint one (1) member. The term shall expire December 31st, 2008.
 - D. The Montgomery County Commissioners shall appoint one (1) member. The term shall expire December 31st, 2009.
 - E. The Montgomery County Commissioners shall appoint one (1) member and consider the recommendation from the Montgomery County Director of Economic Development. The term shall expire December 31st, 2010.
 - F. All appointment terms, subsequent to expiration of the initial terms described above shall be for a period of four (4) years.

G. In the event a vacancy occurs on the Montgomery County RSD Board, the appointing authority for that trustee shall appoint a new board member within thirty (45) days to complete the term of the vacant board member position(s).

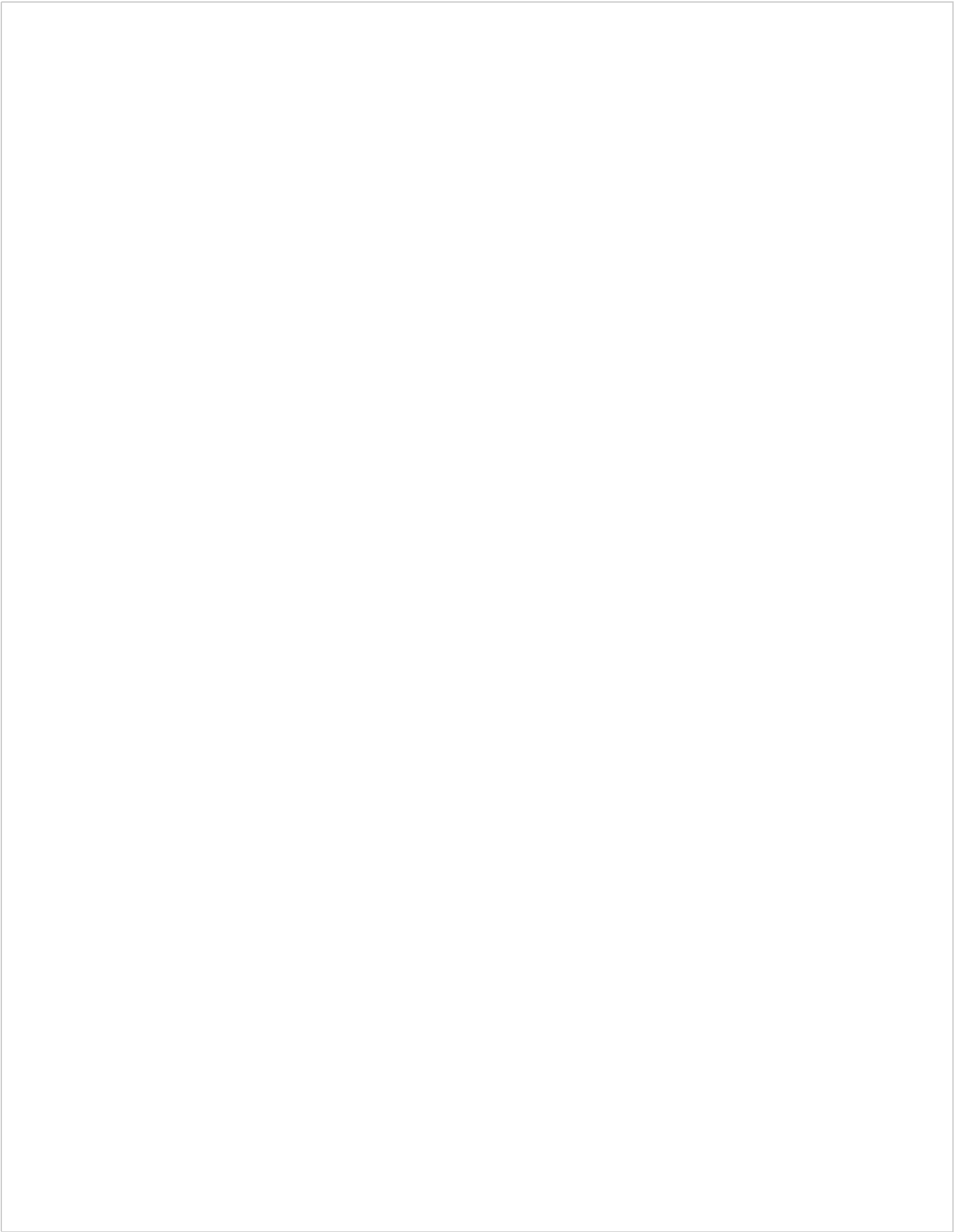
14. The estimated monthly sewage rate is projected to be approximately \$40.00 to \$65.00, provided the Montgomery County RSD pursues and receives public funding as needed.
15. The Montgomery County RSD shall apply for available public funding as needed.
16. The source of funds to provide for the operating and maintaining costs of the Montgomery County RSD will be derived from monthly user fees.
17. The Montgomery County RSD appears capable of accomplishing the purposes for which it was formed in an economically feasible manner, provided it maximizes all practicable public funding options and receives anticipated grants.
18. The territory to be served by the district includes:
The eastern part of the South Union Township and the southeastern part of North Union Township in Montgomery County, Indiana. The proposed boundaries include State Road 32 on the north and County road 500 S. on the south. Nucor Road (County Road 400 E.) will be the central corridor in the district with the eastern district boundary extending one mile to the east of Nucor Road to the township boundary. The western boundary will be one mile west of Nucor Road.
19. The District must promote public health, safety, convenience, and welfare in its territory.
20. The Montgomery County RSD Board shall provide sufficient bond for all officers, and Trustees or employees who have any power to disburse funds of the Montgomery County RSD.
21. On or before December 19th, 2007, the Montgomery County RSD shall file with the Commissioner of IDEM, a detailed plan for the construction and operation of Montgomery County RSD's facilities known as the District Plan.
22. Options for the treatment and collection of wastewater have been preliminary studied and further studies will be prepared after the formation of the district.
23. Establishment of the District will be conducive to the public health, safety, convenience and welfare of the residents of the District as the District plans to collect, dispose and treat sewage that is currently being provided by individual septic tanks or other on-site systems.
24. The plan for financing the cost of operations of the Montgomery County RSD until it is in receipt of revenue from its operation or proceeds from the sale of bonds may include a 40 year loan from U.S.D.A. Rural Utility Services or the Indiana State Revolving Fund (SRF) and private contributions.

-
25. There are no eligible entities providing sewers in the current territory of the Montgomery County RSD.
 26. Upon formation, the District may construct or contract for treatment, pumping, transmission, and storage and distribution systems for the municipal and rural supply needs.

RECOMMENDED ORDER

The Hearing Officer recommends the following:

1. That a Regional Sewer District, to be known as the Montgomery County Regional Sewer District (Montgomery County RSD) be organized as an independent political entity of the State of Indiana as a body corporate and politic.
2. The purposes to be accomplished by the formation of the Montgomery County RSD are to provide for the collection, treatment, and disposal of sewage within the district pursuant to IC 13-26-1-1.
3. The territory to be served by the district includes:
The eastern part of the South Union Township and the southeastern part of North Union Township in Montgomery County, Indiana. The proposed boundaries include State Road 32 on the north and County road 500 S. on the south. Nucor Road (County Road 400 E.) will be the central corridor in the district with the eastern district boundary extending one mile to the east of Nucor Road to the township boundary. The western boundary will be one mile west of Nucor Road.
4. The Montgomery County RSD shall be governed by five (5) board members.
 - A. The Montgomery County Council shall appoint one (1) member. The term shall expire December 31st, 2009.
 - B. The Montgomery County Council shall appoint one (1) member. The term shall expire December 31st, 2008.
 - C. The Montgomery County Commissioners shall appoint one (1) member. The term shall expire December 31st, 2008.
 - D. The Montgomery County Commissioners shall appoint one (1) member. The term shall expire December 31st, 2009.



STATE OF INDIANA)
)
COUNTY OF MARION)

BEFORE THE INDIANA DEPARTMENT
SS: OF ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF:)
THE FORMATION OF THE)
MONTGOMERY COUNTY)
REGIONAL SEWER DISTRICT)

ORDER ADOPTING THE FINDINGS OF FACT
AND RECOMMENDED ORDER OF THE HEARING OFFICER
FOR THE ORGANIZATION OF THE
MONTGOMERY COUNTY REGIONAL SEWER DISTRICT

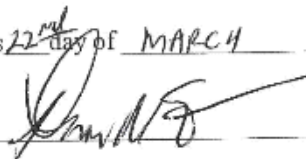
Notice is hereby given that the Hearing Officer has filed with the Commissioner of the Indiana Department of Environmental Management (Commissioner) the "FINDINGS OF FACT AND RECOMMENDED ORDER" relative to the petition requesting organization of the Montgomery County Regional Sewer District (RSD). Said FINDINGS and RECOMMENDED ORDER is attached to this ORDER, and consists of five (5) pages.

And the Commissioner, having reviewed the attached "FINDINGS OF FACT AND RECOMMENDED ORDER" of the Hearing Officer, now determines that the organization of the proposed RSD complies with the conditions of Indiana Code 13-26 et seq., and that the proposed RSD appears capable of accomplishing its purpose in an economically feasible manner.

IT IS NOW ORDERED BY THE COMMISSIONER that the Montgomery County Regional Sewer District be organized as an independent municipal corporation pursuant to the terms and conditions set forth in the attached "FINDINGS OF FACT AND RECOMMENDED ORDER" which are adopted and approved, and deemed incorporated in this ORDER, as though set out in full.

Pursuant to IC 13-26-2-11, IC 4-21.5-3-2 and IC 4-21.5-5-5, this ORDER becomes effective thirty-three (33) days after service through the United States mail, unless a petition for judicial review is filed before or on the thirty-third (33rd) day. Standing and substantive requirements of the verified petition for review are specified in IC 4-21.5-5-3 and IC 4-21.5-5-7, respectively. Pursuant to IC 4-21.5-5-9, a person seeking judicial review of this ORDER may, by filing a verified petition, request an order of the court staying this ORDER, pending a decision by the court.

All of which is ORDERED at Indianapolis, Indiana this 22nd day of MARCH, 2007.



Thomas W. Easterly, Commissioner
Indiana Department of
Environmental Management

2025 Arbor Day Proclamation

Monday, April 7, 2025 2:06 PM

Proclamation of the Montgomery County Board of Commissioners

Arbor Day

April 25, 2025

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless wood products, and

Whereas, trees in our County increase property values, enhance the economic vitality of business areas, and beautify our County,

Now, therefore, the Montgomery County Board of Commissioners do hereby proclaim Friday, April 25, 2025 as Arbor Day in Montgomery County.

Proclaimed this 14th day of April in the year 2025.

Montgomery County Board of Commissioners

Dan Guard, President

Jake Bohlander, Member

Attest: _____
Mindy Byers, County Auditor