

Memo on Agenda Items

Friday, December 11, 2020 2:26 PM

Consent Agenda

Approval of Claims

Claims docket will be provided via a separate email.

Minutes

The 12-7-20 meeting minutes are included in the packet.

2021 Contracts

Purdue Extension Agreement

Agreement utilizes Purdue to provide three County educators to provide extension services for agriculture and natural resources, health and human services and 4-H youth development. The agreement is for \$114,500.

Section Corner Perpetuation Agreement

Agreement allows the Surveyor to hire a licensed land surveyor to establish section corners. The agreement is with Amy Woodall in the amount of \$53,300.

Animal Welfare League

Agreement is for the operation of the animal shelter and associated services by the Animal Welfare League in the amount of \$75,000.

Acknowledge Receipt: Risk Management Report

The Risk Management Committee is responsible for an annual review of the Risk Management Plan. As a result of the annual review, the Risk Management Plan may be amended to address deficiencies. The attached Report presents recommendations for amendments to the Plan.

Acknowledge Receipt: Internal Controls Report

The Internal Controls Committee is responsible for an annual review of the Internal Controls Policy. The Committee may issue recommendations to address concerns that have been identified. The Report discusses the concerns and provides recommendations.

Community Crossings Grant Agreement

The County was awarded a State Community Crossings Grant for 2021 in the amount of \$872,158.50 to pave seven miles of roads. The agreement is with the State and describes the allowable use of the funds and the responsibilities of the County.

Public Hearing

SR 32-I74 Area Plan

Resolution 2020-35: Adoption of the State Road 32-I74 Interchange Strategic Plan

The SR 32-I74 Area Plan provides guidance for the allowable uses in the area of the plan. It has been forwarded from the Plan Commission with a favorable recommendation.

Text Amendment for Development Plan Review, Certificate of Occupancy and Improvement Location Permit

Ordinance 2020-45: Adopting Text Amendment to Zoning Ordinance

Establishes procedures for the granting of improvement location permits, certificates of occupancy and development plan reviews. The Plan Commission has forwarded the amendment with a favorable recommendation.

New Business

True RX Pharmacy Services Agreement

Agreement stipulates that our pharmacy provider will comply with the Health Insurance Portability and Accountability Act pertaining to the use of medical information.

Approval of Annual Highway Department Bid (Green)

The Highway Department will present their recommendation regarding the annual highway bid submitted by Mike Green for traffic items.

Approval of Holladay Properties Marketing Agreement

Agreement is for countywide marketing of properties for development with an emphasis on the SR 32-174 area. Holladay Properties will be responsible for implementing the marketing plan and will be paid \$4,000 per month.

Bridge 79

Award

Bridge 79 is located on 100 West, north of I-74. The project will involve the realignment of the road and relocation of the bridge. The bids were opened on October 26 and have been reviewed by the County's consultant, United Consulting. They are recommending that the bid be awarded to Milestone Contractors in the amount of \$1,442,000 which was the lowest bid.

Approve Agreement

Agreement is with Milestone Contractors for the bridge work as a result of being awarded the bid.

Authorization to Proceed

Authorization to proceed will allow Milestone Contractors to begin work on the bridge.

Resolutions

Resolution 2020-26: Approving Funding Agreement with City of Crawfordsville for Montgomery County Solid Waste District

Funding agreement with the City of Crawfordsville for the new Montgomery County Solid Waste District. The City will provide \$54,000 in funding in 2021 and will provide an amount in 2022 equal to the cost of solid waste management services for the City. The County will provide the remaining amount of funding.

Resolution 2020-27: Approving Interlocal Cooperation Agreement with the City of Crawfordsville for Exercise of Planning, Zoning and Building Jurisdiction for Certain Parcels Subject to Annexation

Agreement allows the City of Crawfordsville to assume planning, zoning and building jurisdiction for properties that have submitted a signed annexation petition to the City.

Resolution 2020-28: Authorizing Emergency Repair of Courthouse

The Courthouse Roof has a leak that is causing damage to the structure and the authorization allows for the quick repair of the leak.

Resolution 2020-37: Extending a Public Health Emergency and Authorization for Emergency Powers

Extends the Public Health Emergency to February 28, 2021.

Ordinances

2nd Reading: Ordinance 2020-46: Amending the Electronic Map Generation Fee Fund

Amends the Electronic Map Generation Fee Fund to provide that the funds may be used by the Mapping Department.

2nd Reading: Ordinance 2020-47: Amending the Storm Water Review Fund

Amends the Storm Water Review Fund to provide that the funds may be used by the County Engineer for storm water reviews and inspections.

Introduction: Ordinance 2020-48: Amending Stop and Speed Ordinance

Codifies the placement of new stop signs and changes speed limits on various roads as recommended by the County Engineer and the Highway Department.

Election of Officers

Board President

The Board will elect its President for 2021.

Board Vice President

The Board will elect its Vice President for 2021.

2021 Board and Commission Appointments

The Board will appoint citizens and Commissioners to various Boards and Commissions.

Waveland Brown Township Library Board Appointment

The Board appoints a member of the Waveland Brown Township Library Board. The Library Board is recommending that Donna Sabolick be appointed to serve on the Library Board. She currently serves on the Library Board.

Resolutions

Resolution 2020-29: Approving Sheriff's Compensation Agreement

State law allows the County to have an agreement with the Sheriff regarding compensation and benefits. The agreement provides for the Sheriff's compensation and benefits and indicates that certain revenue from the Sheriff's Department shall be deposited in the General Fund or other funds as indicated and shall be used by the County.

Resolution 2020-30: Appointing County Engineer & Approving Employment Agreement

The annual employment agreement provides for the compensation and duties of the County Engineer. The County Engineer is Jim Peck.

Resolution 2020-31: Appointing Building Commissioner & Approving Employment Agreement

The annual employment agreement provides for the compensation and duties of the Building Commissioner (Administrator). The Building Commissioner is Marc Bonwell.

Resolution 2020-32: Appointing Mapping Director & Approving Employment Agreement

The Mapping Department was recently created by the Board of Commissioners. The employment agreement provides for the compensation and duties of the Mapping Director. The Mapping Director is proposed to be the current GIS Coordinator, Mike Davis.

Resolution 2020-33: Appointing Highway Director & Approving Employment Agreement

The annual employment agreement provides for the compensation and duties of the Highway Director. The Highway Director is proposed to be Jake Lough.

Resolution 2020-34: Appointing an Emergency Management Director & Approving Employment Agreement

The annual employment agreement provides for the compensation and duties of the Emergency Management Director. The Emergency Management Director is Shari Harrington.

Resolution 2020-35: Appointing County Attorney & Approving Engagement Letter

The engagement letter outlines the duties and compensation for the County Attorney. The

County Attorney is Dan Taylor.

Resolution 2020-36: Approving Meeting Dates for 2021

Resolution proposes to have the 2021 Board of Commissioners meetings on the 2nd and 4th Monday of each month at 8 am at the Courthouse.

Agenda

Friday, December 11, 2020 2:27 PM

AGENDA
Montgomery County Board of Commissioners Meeting
December 30, 2020
3 pm
100 East Main Street - Room 103
Crawfordsville, IN 47933

Call to Order: Board President Jim Fulwider

Pledge of Allegiance and Prayer

Consent Agenda

Approval of Claims
December 7, 2020 to December 30, 2020

[Minutes](#)

December 7, 2020

2021 Contracts

[Purdue Extension Agreement](#)

[Section Corner Perpetuation Agreement](#)

[Animal Welfare League](#)

[Acknowledge Receipt: Risk Management Report](#)

[Acknowledge Receipt: Internal Controls Report](#)

[Community Crossings Grant Agreement](#)

Public Hearing

SR32/I74 Area Plan

[Resolution 2020-25](#): Adoption of the State Road 32-I74 Interchange Strategic Plan

Text Amendment – Development Plan Review, Certificate of Occupancy, Improvement Location Permit

[Ordinance 2020-45](#): Adopting Text Amendment to Zoning Ordinance

Old Business

New Business

[True RX Pharmacy Services Agreement](#)

[Approval of Annual Highway Department Bid \(Green\)](#)

Approval of Holladay Properties Marketing Agreement

Bridge 79

[Award](#)

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[Authorization to Proceed](#)

Resolutions

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Powers

Ordinances

2nd Reading: [Ordinance 2020-46](#): Amending the Electronic Map Generation Fee Fund

2nd Reading: [Ordinance 2020-47](#): Amending the Storm Water Review Fund

Introduction: [Ordinance 2020-48](#): Amending Stop and Speed Ordinance

Election of Officers

Board President

Board Vice President

2021 [Board & Commission Appointments](#)

[Waveland Brown Township Library](#)

Resolutions

[Resolution 2020-29](#): Approving Sheriff's Compensation Agreement

[Resolution 2020-30](#): Appointing County Engineer & Approving Employment Agreement

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[Resolution 2020-35](#): Appointing County Attorney & Approving Engagement Letter

[Resolution 2020-36](#): Approving Meeting Dates for 2021

Other Business

Adjournment

Agenda subject to change

Montgomery County acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretive services, alternative audio/visual devices, and amanuenses) for participation in or access to County sponsored public programs, services, and/or meetings, the County requests that individuals makes requests for these services forty-eight (48) hours ahead of the scheduled program, service, and/or meeting. To make arrangements, contact ADA/Title VI Coordinator Lori Dossett @ 765-361-2623.

Claims Docket

Friday, December 11, 2020 2:27 PM

Payroll Docket

Friday, December 11, 2020 2:27 PM

Minutes

Friday, December 11, 2020 2:27 PM

**MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, DECEMBER 7, 2020**

The Montgomery County Commissioners met in regular session on Monday, December 7, 2020 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

Present were Board members Board President Commissioner James Fulwider and Vice President Commissioner John Frey. Also present Board Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Building Administrator Marc Bonwell; County Engineer Jim Peck; E911 Director Sherri Henry; Sheriff Ryan Needham; Chief Probation Officer Andria Geigle; Highway Director Jeremy Phillips; Commissioners Executive Assistant Lori Dossett.

CALL TO ORDER

Commissioner Board President Fulwider called the meeting to order @ 8:00 am and led the Pledge of Allegiance and the prayer.

CONSENT AGENDA

Approval of Claims – November 23, 2020 to December 7, 2020

Approval of Minutes – November 23, 2020

Commissioner Fulwider moved to approve the consent agenda items. Seconded by Commissioner Frey. Motion passed 2-0.

OLD BUSINESS

NEW BUSINESS

Open Annual Highway Department Bid

Attorney Taylor opened the following bid that was received by the deadline:

Mike Green, Inc. – Traffic signs

Commissioner Frey moved to take the 2020 Annual Highway Bid from Mike Green, Inc. under advisement.

Seconded by Commissioner Fulwider. Motion passed 2-0.

Approval of Annual Highway Department Bids

Highway Director Jeremy Phillips requested that the Commissioners accept all of the Annual Highway Department bids. *Commissioner Frey moved to accept all of the Annual Highway Department bids.*

Seconded by Commissioner Fulwider. Motion passed 2-0.

Approval of Local Road Safety Plan

County Engineer Jim Peck stated that Montgomery County was one of five Indiana counties selected by the Federal Highway Administration to participate in a pilot program to develop a Local Road Safety Plan (LRSP). The LRSP provides general guidance for decisions related to safety enhancements and improvements on County roadways based on data and analysis identifying key risk factors and locations. *Commissioner Frey moved to approve the Local Road Safety Plan. Seconded by Commissioner Fulwider. Motion passed 2-0.*

Approval of 2020 Annual ADA Report

ADA Coordinator Lori Dossett submitted the 2020 Annual ADA Report and advised no ADA Complaints were received in 2020. *Commissioner Frey moved to acknowledge receipt of the 2020 Annual ADA Report. Seconded by Commissioner Fulwider. Motion passed 2-0.*

Approval of 2020 Annual Title VI Report

Title VI Coordinator Lori Dossett submitted the 2020 Annual Title VI Report and advised no Title VI Complaints were received in 2020. *Commissioner Frey moved to acknowledge receipt of the 2020 Annual Title VI Report. Seconded by Commissioner Fulwider. Motion passed 2-0.*

ORDINANCES

2nd Reading Ordinance 2020-41 – Creating the 2020 IPEP Safety Grant Fund

Commissioner Frey moved to approve Ordinance 2020-41. Seconded by Commissioner Fulwider. Motion passed 2-0.

2nd Reading Ordinance 2020-42 – Creating the FY2021 Probation/Drug Court Recidivism Reduction Program Grant Fund

Commissioner Frey moved to approve Ordinance 2020-42. Seconded by Commissioner Fulwider. Motion passed 2-0.

2nd Reading Ordinance 2020-43 – Creating the FY2021 Community Corrections & Justice Reinvestment Grant Fund

Commissioner Frey moved to approve Ordinance 2020-43. Seconded by Commissioner Fulwider. Motion passed 2-0.

2nd Reading Ordinance 2020-44 – Amending Composition of the Employee Roster & Pay Schedule (ERPS) Review Committee

Commissioner Frey moved to approve Ordinance 2020-44. Seconded by Commissioner Fulwider. Motion passed 2-0

Introduction Ordinance 2020-46 – Amending Storm Water Review Fund

Amendment provides that the County Engineer may use this fund for expenses related to storm water matters.

Introduction Ordinance 2020-47 – Amending the Electronic Map Generation Fund

Amendment provides that the Mapping Department may use this fund for expenses related to mapping services.

OTHER BUSINESS

Schedule last meeting in December

Commissioner Fulwider moved to schedule the last meeting in December on Wednesday, December 30, 2020 @ 3:00 pm. Seconded by Commissioner Frey. Motion passed 2-0.

Status of policy to waive of late property tax fees in certain circumstances

Commissioner Frey questioned if any decision had been made by the Council to establish a policy to waive late fees. He added that some flexibility should be considered in certain circumstances. The most recent circumstance being restrictions currently in place due to the current COVID-19 pandemic.

Auditor Andel advised the Council formed a committee – Councilman Tom Mellish, Councilman Gary Booth, Council Attorney Rob Reimondo, Treasurer Heather Laffoon and Auditor Jennifer Andel. The committee met and discussed whether a policy should be established and will be submitting their findings to the Council and will be recommending no policy should be established. Attorney Taylor stated he would advocate for flexibility. He stated Acquity Lighting paid taxes one day late and were assessed a \$10,000 penalty which the County would not waive. That situation contributed to that company's decision to move corporate headquarters to another state which impacted economic development.

Recognition of Resignation of Highway Director Jeremy Phillip

Commissioner Fulwider thanked Highway Director Jeremy Phillips for his 15 years of service to Montgomery County.

County Administrator Tom Klein -

Asked for recognition of Earlene Gerrard and her 34 years in the Assessors Office and remembrance of today being Pearl Harbor Day.

ADJOURNMENT

There being no further business before the Board, *Commissioner Frey moved to adjourn. Commissioner Fulwider seconded. Motion passed 2-0.*

Meeting adjourned at 8:26 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Wednesday, December 30, 2020 @ 3:00 pm

@ Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, IN 47933.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

James D. Fulwider, Board President

Attest:

Jennifer Andel, Auditor

Purdue Extension Agreement

Friday, December 18, 2020 1:36 PM

EXTENSION CONTRACTUAL SERVICES AGREEMENT

BETWEEN

PURDUE UNIVERSITY

AND GOVERNMENT OF

MONTGOMERY COUNTY, INDIANA

This agreement made this first day of January, 2021 by and between the government of Montgomery County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, home economics, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Montgomery County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Montgomery County, Indiana:

1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
 - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.

FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

DS
LS

DocuSigned by:
Beth Siple 10/26/2020
Signature Date

Beth Siple
Assistant Director Financial Affairs
Ag Sponsored Program Service

DocuSigned by:
Jason Henderson 10/26/2020
Signature Date

Jason R. Henderson
Senior Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY: _____
County Government Official

Date

Typed Name

Title

APPENDIX 1

Memorandum of Understanding: Purdue Extension Contractual Services Agreement in Montgomery County

The contractual services agreement between Purdue University and the government of **Montgomery** County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$114,500.00 from **Montgomery** County to Purdue, Purdue Extension will provide Extension services through the **Montgomery** County Extension, including three county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2021 through December 31, 2021

Total Contractual Services Appropriation for Extension Educators:

Amount: \$114,500.00

The County Extension Director will also provide annually a report on Extension services provided in **Montgomery** County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
- Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
- Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
- Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
- According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

Purdue University Cooperative Extension

DocuSigned by:

Jason Henderson

10/26/2020

Signature

Date

Senior Associate Dean and Director of Extension

County Government Official

Signature

Date

DocuSigned by:

Beth Siple

10/26/2020

Signature

Date

Assistant Director Financial Affairs

Ag Sponsored Program Service

DS

KS

Section Corner Perpetuation Agreement

Monday, December 14, 2020 1:50 PM

Agreement allows Surveyor to employ a registered land surveyor to administer the section corner perpetuation program.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this date by and between Thomas E. Cummins, as County Surveyor of Montgomery County, Indiana ("County Surveyor"), and Amy Woodall ("Contract Surveyor").

Recitals

A. The County Surveyor is required by IC 36-2-12-11 to maintain a section corner reference book, and to annually check and reference at least 5% of all corners shown in such book.

B. The County Surveyor is not registered as a land surveyor under IC 25-21.5, and therefore is not authorized to check and reference section corners himself.

C. The County Surveyor is authorized by IC 36-2-12-11, with the approval of the County Executive, to employ a registered land surveyor who is a resident voter of the County to administer the section corner perpetuation program.

D. The Contract Surveyor is a land surveyor registered under Indiana Code 25-21.5 and a resident voter of Montgomery County, Indiana.

NOW THEREFORE, the County Surveyor and the Contract Surveyor agree as follows:

1. **SCOPE OF SERVICES:** The Contract Surveyor agrees to locate and reference the section corners and quarter-section corners in part of the South half of Scott Township, Montgomery County, Indiana, the same being more particularly described as Sections 19 through 36 inclusive, in Township 17 North, Range 4 West of the Second Principal Meridian.

a. The Contract Surveyor shall provide such services according to the professional standards for section corner perpetuation set forth in 865 IAC 1-12-30.

b. The Contract Surveyor will research existing legal survey records, original government survey field notes and plats, highway plans, recorded surveys and existing corner perpetuation data related to the section and quarter-section corners referenced above.

c. Where previously existing perpetuation does not exist, the Contract Surveyor will supervise the excavation of a hole, up to a 4-by-4 foot area (3.5' x 3.5' in paved areas), to determine the existence of a subsurface monument.

d. Where previously existing perpetuated section corner stones exist as documented in the County Surveyor's office, the Contract Surveyor will perform verification of referenced ties. In the event referenced ties have been lost, verification of the location of the stone itself will be performed.

e. The Contract Surveyor will supervise placement of a 5/8" x 24" steel reinforcing bar with aluminum cap at each of the section and quarter section corners as detailed above (where terrain permits); will supervise the placement of three reference ties to each corner and quarter-section corner (where terrain permits); and will place Indiana State Plane Coordinates on each section corner and quarter-section corner.

f. The Contract Surveyor will provide written evidence of all corner locations to the County Surveyor. The Contract Surveyor will produce and certify section corner dossiers for each section corner and quarter-section corner.

g. The Contract Surveyor will provide status updates and reports to the County Surveyor on a quarterly basis and to the Commissioners as requested.

h. The Contract Surveyor shall carry professional liability insurance and upon request of the County provide written documentation of said insurance.

i. The County Surveyor will provide all monuments needed to mark and perpetuate the section and quarter-section corners, and reference ties to said corners.

j. The County Highway Department will provide the material for patching of excavated areas in roadways.

2. TERM AND COMPLETION: This Agreement shall be for a term commencing on January 1, 2021, or its date of approval by the Board of Commissioners of Montgomery County, whichever is later, and ending on December 31, 2021. The Contract Surveyor agrees to complete the professional services described above within such term.

3. COMPENSATION: The Contract Surveyor agrees to provide the professional services set forth above in consideration of a fixed compensation of Fifty-Three Thousand Three Hundred Dollars (\$53,300.00), which shall be payable in twelve (12) equal monthly installments upon claims submitted to the Montgomery County Auditor. The parties further agree that the final installment shall not be payable until the services have been completed to the reasonable satisfaction of the County Surveyor.

4. EQUIPMENT: The Contract Surveyor agrees to furnish all vehicles, tools and equipment, including Global Positioning System (GPS) equipment, necessary for the performance of her duties under this Agreement, for no additional consideration.

5. TERMINATION: The County Surveyor may terminate this Agreement for cause, prior to the expiration of the fixed term, upon thirty (30) days written notice to the Contract Surveyor. Cause for termination shall include, without limitation, the Contract Surveyor's failure to observe requisite professional standards, failure to diligently prosecute the work, or abandonment of the work. In the event of termination for cause, the Contract Surveyor's compensation shall be limited to the reasonable value of the services performed prior to the termination date.

IN WITNESS WHEREOF, the parties have executed this Agreement at Crawfordsville, Indiana, on ____ day of _____, 202__ .

CONTRACT SURVEYOR:

COUNTY SURVEYOR:

Amy Woodall,
Registered Land Surveyor Montgomery

Thomas E. Cummins,
County Surveyor

The above and foregoing Agreement for Professional Services is hereby approved on
The 30th day of December, 2020.

BOARD OF COMMISSIONERS
OF MONTGOMERY COUNTY:

Jim Fulwider, Commissioner

John Frey, Commissioner

Dan Guard, Commissioner

ATTEST:

Jennifer Andel,
Montgomery County Auditor

2021 AWL Contract

Thursday, December 17, 2020 2:07 PM

*Same agreement as last year. Only dates have changed.

AGREEMENT

This AGREEMENT, made and entered into by and between the Board of Commissioners of Montgomery County, Indiana (hereinafter "the County"), and The Animal Welfare League of Montgomery County, Indiana, Inc. (hereinafter "the League") WITNESSETH:

WHEREAS, the County is authorized by law to prevent cruelty to animals, to regulate and prohibit the running at large, and to impound, keep and dispose of animals, and to establish and maintain an animal shelter, and

WHEREAS, the League has been reorganized under Chapter 157 of the Acts of the Indiana General Assembly of 1935, as amended, and among its purposes is that of protecting animals from cruelty and neglect; and

WHEREAS, the parties desire to provide for the humane treatment, impounding and collection of animals in the County,

NOW, THEREFORE, the parties each in consideration of the promises of the other herein contained, mutually promise and agree as follows:

FIRST: The League promises:

- (a) To maintain a competent staff for the operation of the animal shelter and for its reasonable performance thereunder;
- (b) To capture and to collect dogs and other animals that may be strays, or running at large in violation of any statute or ordinance; to investigate complaints of cruelty and neglect of animals; and answer every emergency call day and night for the rescue of any injured, trapped, dangerous or otherwise subjected to suffering animal.
- (c) To conduct a program of education in furtherance of the humane treatment of animals.
- (d) Through it's employees, commissioned as here-in-after provided, to cooperate with the City attorney, the Town Attorneys, and the Prosecuting Attorney of Montgomery County, Indiana in enforcement of the laws, ordinances, and regulations pertaining to animals with the purview of this agreement.
- (e) To operate the animal shelter and it's equipment for the reception, care and disposal of all dogs, cats, and other such animals apprehended within the corporate limits of the Municipalities and at such shelter until redeemed or otherwise disposed of, to provide food, shelter, treatment and other humane care for impounded animals as the facilities can accommodate; and as funding allows.
- (f) To keep the shelter open at reasonable times Monday through Saturday, for the

purpose of redemption of impounded animals.

- (g) To investigate all cases of biting by animals in the County, place and keep under quarantine and under observation for such period as may be required by law any impounded animal which has bitten any person or other animals and perform such duties in relation to rabies control as may be required by the local ordinance or state law.
- (h) To maintain an adequate system of records which will give a complete description of each animal apprehended, the date and place - when and where - it was apprehended and the date and method of its disposition, and submit yearly written reports if requested by the County.

SECOND: The County Promises to issue to employees of the League operating within the County and within the corporate limits of the Municipalities such commissions as may be necessary to the enforcement by the League of statutes, ordinances and other regulations and orders pertaining to animals. The League, however, shall be an independent contractor in carrying out the purposes of this agreement.

THIRD: The County shall pay over to the League for the services enumerated in this agreement to be performed by the League in twelve equal monthly installments on the first day of each month beginning January 1, 2021.

FOURTH: Montgomery County agrees to pay to the League the following amount for the year 2021:

\$75,000.00

in installments as set forth in paragraph Third above.

FIFTH: Notwithstanding the provisions for compensation set forth in paragraph Four above, the League may receive and claim expenses necessitated by or arising out of a rabies quarantine declared by the State Veterinarian pursuant to Chapter 80 of the Acts of 1951, amended, (Sec. 16-2207 Burns, 1057 Supplement) or other like legislation.

SIXTH: This agreement shall be effective January 1, 2021, and shall be in effect for the calendar year beginning that date.

SEVENTH: The impound fees shall be: \$20 for the first offense, \$30 for the second offense; \$40 for the third and subsequent offenses, and \$40 for all bite cases, obvious neglect or females in heat. If the County has its own additional fee schedule, (which must be submitted in writing to the League), the County must decide on one of the following and must notify the shelter of its decision in writing (all animals from the town or county will then be handled in a uniform manner).

- A. The owner may pay the required fee to the County Treasurer and secure a receipt to present to the shelter.

B. The owner may pay the required fee at the shelter, in which case the shelter will keep the money.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this ____ day of _____, 2021.

Montgomery County Board of Commissioners

By: _____

Title: _____

Date: _____

Animal Welfare League of Montgomery County, Inc.

By: _____

Title: _____

Date: _____

Risk Management Report

Monday, December 14, 2020 2:13 PM

Montgomery County, Indiana

Risk Management Annual Report

December 16, 2020

Introduction

The Montgomery County Board of Commissioners adopted its current Risk Management Policy in 2014. This plan is reviewed annually by the Risk Management Committee. The Committee consists of Sheriff Ryan Needham, Council President Tom Mellish, Commissioner Jim Fulwider, Auditor Jennifer Anel, Building Administrator Marc Bonwell, Highway Director Jeremy Phillips, County Administrator Tom Klein, and County Attorney Dan Taylor. The Committee also confers with the County's Insurance Agent, Robb Williamson, and risk management consultants of the County's insurance carrier, Travelers Insurance. The Committee met on December 8, 2020 in order to discuss the policy and to review the risk management recommendations and resources available from Travelers.

The Committee discussed known risks and the claims experience of the County during the last twelve months. The Committee reviewed the existing policy and current management techniques. The Committee reaffirmed the importance of continued interaction with the carrier and training of department heads and employees.

Summary of Annual Review

The Committee noted that the County administration continues to actively manage risk and implement the action steps of the Risk Management Plan. The Committee noted improvement in many areas of risk management as a result of training and focused management practices. The County experienced an increase in the number of claims related to road use. The County responded to these known risks associated with road use by lowering speed limits, adopted a Traffic Safety Plan, improving shoulders on roads and signage, and taking other actions to minimize the risk of this operational area.

The County also faced increased risk because of the COVID-19 pandemic. The risk associated with the pandemic affected all areas of operations, including but not limited to employee safety, inmate safety at the jail, citizen safety at County facilities and activities, and the ability to deliver government services. The County responded in a timely manner and implemented several measures to address this risk.

The Committee identified certain action necessary to improve and enhance risk management, and these are:

1. Roads: Continue to annually review needed safety measures and implement the Traffic Safety Plan;

2. Police Interaction: Continue robust measures to ensure inmate protections from COVID-19 and review other action necessary to promote inmate safety;

3. Motor Vehicle Use by Employees: Provide reminders to Department Heads to conduct annual training and need to obtain driving records and insurance information from employees who drive as part of their employment. The Committee recommends that the County Administrator supervise this action;

4. Workers Compensation: Provide reminders to Department Heads to conduct annual safety training and continue to address COVID-19 impacts;

5. Legal Compliance: Continue to provide annual training to Department Heads on general employment issues, ADA, HIPAA;

6. Security: Engage the Security Committee in order to review safety and security measures at all facilities and formulate security measures for new Courthouse Annex;

7. Social Media: Refine and adopt social media policy;

8. Work-From-Home: Adopt a work-from-home policy in order to ensure legal compliance; and

9. IT Security: Remain vigilant and engage Edge IT in order to identify needed action to protect County IT from malware and ransomware threats.

Montgomery County 2020 Risk Management Plan

What are the significant problem areas of risk?

One key component of a risk management plan is the assessment of risk. In other words, as the County carries out its responsibilities and its essential functions, how are people put in harm's way? Some of the significant areas of risk in Montgomery County are:

1. **Traveling on roads and streets:** Statistically, motor vehicle travel is one of the most significant risks to the public. Because the County manages the design, construction, maintenance, and control of traffic, it has a major role in managing this risk. Each year, the County is made a party to several lawsuits regarding road design, placement and maintenance of traffic control signals and signs, shoulder maintenance, management of safety issues during road and street construction, road and street maintenance, and weather-related safety issues. Although it is rare that the County pays damages from its funds, the County's liability carrier has paid claims made against the County. And this claims history adversely affects the County's liability premiums. In this litigious era, many claims are made against the County even where there is little or no evidence of negligence on the part of the County;
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5. **Facility Use:** When members of the public use the County's buildings and other facilities, the law imposes upon the County significant risks of liability. Poorly maintained facilities, failure to appropriately react to weather-related conditions, and security-related issues often lead to liability for municipalities. Obviously, the Courthouse and Jail present several risks which are challenging and deserve attention;
6. **Legal Compliance:** Failure to follow state, federal or local laws creates a risk of liability for the County. Employees are required to follow the public bidding laws, purchasing laws, Open Door Law, Access to Public Documents Law, safety laws, and many other laws in the discharge of their responsibilities. In the past, the County has incurred attorney's fees in the successful defense of claims alleging noncompliance. This shows that even when employees are compliant, there is a risk which needs to be managed diligently;
7. **Use of e-mail:** Litigation arising from the use of e-mail is also a developing area of litigation for municipalities. Your e-mails are available to everyone – like a public bulletin board. Recently, municipalities have been confronted with cases alleging slander because of internal and external e-mails. In one case, the mere act of forwarding an e-mail which contained unfavorable comments led to a municipality being named a party in the case. Care should be taken in the drafting, distributing and responding to e-mails. The County has an IT use policy to guide employees regarding the appropriate use of this useful tool. In addition, in almost all forms of litigation against the County, requests are routinely made for all e-mails related to the dispute. This practice makes all e-mail potential exhibits in litigation – something most employees would not regularly contemplate. Personal use of County e-mail is also a problem since almost all e-mail is public information.
8. **Labor Law Compliance:** Claims of discrimination, fair and equal pay, wage and hour violations, and unsafe work conditions are common for municipalities, and Montgomery County is no exception. Compliance with Labor Law requires frequent training and working knowledge of the law. Although these claims may be easily avoided by knowledgeable and diligent supervisors, claims are frequent and need to be addressed.
9. **Security:** As recent events have shown, there are inherent risks in operating facilities which are open to the public. The County is engaged in developing a comprehensive security plan in order to address the risks associated with safety and security in its buildings, and all employees need to be diligent in protecting themselves and each other.
10. **Hire & Fire Issues:** Employment decisions are fraught with risk. At the hiring level, supervisors should ensure that the County is not hiring persons with criminal or violent histories which could cause the new employee to be a danger to other employees or the public. When terminating an employee, there are a number of legal issues which need to be properly addressed in order to protect the County from liability. Common termination concerns are discrimination, compensation, retaliation, and leave issues.

11. **Drainage:** In the administration of the County Drainage Law, the County may be subject to claims for inverse condemnation and damages. Although such claims are not numerous, they are costly to defend.

12. **Land Use Regulation:** The County has adopted a Zoning Ordinance. The regulation of land use also poses a risk of inverse condemnation, property rights claims and other claims associated with the administration of the ordinance.

13. **IT Security:** Local governments have been increasingly subject to attack by malware and ransomware. This risk required both additional IT measures and additional insurance.

14. **Social Media:** The use of social media by local governments may lead to defamation and privacy claims.

These are just a few of the major risks. In order to catalogue all risks faced by the County, the Committee prepared a risk assessment tool and requested feedback from all department heads regarding the risks they encounter as they manage their departments.

What tools are available to the County to manage these risks?

As a municipality, Montgomery County is immune from some types of liability. In addition, Indiana law limits the County's tort liability to \$700,000 per person and \$5,000,000 per occurrence. However, these statutory limits of liability leave the County exposed to a significant amount of risk.

Fortunately, the County has several tools which can be used to manage risk. Risk management experts categorize these tools as follows:

1. **Risk Avoidance:** Don't do it! Don't build a skate park. Don't hire employees with violent tendencies. Don't allow alcohol to be used at County facilities. Don't allow dangerous activities at County facilities. Avoid the risk altogether.
2. **Loss Prevention:** If you must do it, manage the risk in such a way as to minimize the risk involved. For example, you must maintain the facilities. So, provide workers with the adequate training, safety apparel, and equipment. You must construct and maintain roads and streets. So, provide all of the necessary safety measures to prevent losses as much as possible. Take prudent steps to prevent losses which occur because of the risks the County cannot avoid.
3. **Loss Reduction:** For risks that are unavoidable, take steps to minimize their adverse effects. For example, there is no way to prevent someone from firing a weapon at our police officers. But we can provide vests. A fire caused by a lightning strike may occur. But we can install sprinkler systems, fire alarms, and smoke detectors in the buildings. We cannot always prevent workers from falling, but we can provide hard hats for dangerous conditions. Utilize tools available to the County which can minimize the extent of losses from risks the County cannot avoid.
4. **Uncertainty Reduction:** Knowledge is power. Perform background checks on employees prior to hiring. Have a drug testing policy. Check operator's licenses for problems. Check references prior to entering into contracts with vendors. These measures give you information which allows the County to avoid or prevent losses before they occur.
5. **Risk Transfer:** Let it be someone else's risk. The best examples of this type of tool are insurance and indemnification. If police officers are going to work off-duty security jobs, require the third-party employer to indemnify the County for any liability arising from that work. Shift the risk contractual to another party in order to relieve the County of the risk. This is common practice for the County, but it is not a perfect solution. Some vendors are financially unable to carry the risk. Some vendors may allow their insurance to lapse prior to a loss. Still, this is an important tool which the County utilizes.

There are many tools, but most tools fall within these categories. A mix of these types of risk management must be used to manage risk.

A Comprehensive Plan of Risk Management

It is the policy of Montgomery County to assess risk, identify risk management tools to address risks identified, formulate policies that require proper risk management measures by employees, implement these risk management policies, and annually review the risk management plan. The primary legal responsibility for the administration of this plan falls to the County Commissioners, elected officials, and appointed department heads.

The specific measures to be implemented in the management of risk are:

1. General Risk Management:

- a. Adopt a risk management plan;
- b. Annually review and update the plan; and
- c. Engage the County's insurance carrier re improvement of risk management practices.

2. Roads and Streets:

- a. Risk Avoidance:
 - i. Avoid building or assuming control of unnecessary roadways; and
 - ii. Close unneeded streets;
- b. Loss Prevention:
 - i. Engage engineers for all road design aspects;
 - ii. Regularly inspect roads for dangerous conditions;
 - iii. Regularly inspect road signs for visibility issues and need for replacement
 - iv. Implement maintenance plan for roads and signs
- c. Loss Reduction:
 - i. Ensure that design of roadways included mitigation features such as shoulders, speed mitigation devices, and line of sign control.
 - ii. Ensure that signs and traffic control measures comply with Uniform Traffic Signal Standards
- d. Uncertainty Reduction
 - i. Perform traffic studies to identify traffic congestion and areas of high accident frequency.
- e. Uncertainty reduction:
 - i. Obtain indemnification agreements with design engineers and construction contractors for design issues;
 - ii. Maintain liability insurance policy
- f. Action steps:
 - i. Prepare traffic safety plan;
 - ii. **Implement Traffic Safety Plan (2020).**

3. Public Interaction with Police

- a. Risk Avoidance
 - i. Screen new hires for past disciplinary problems
 - ii. Screen new hires for past criminal history
- b. Loss Prevention
 - i. Conduct training re law enforcement techniques, rules and policies
- c. Loss Reduction
 - i. Conduct training re interaction likely to lead to escalation and techniques to handle such interaction
 - ii. Provide vests and other safety equipment to officers in order to promote officer safety
- d. Uncertainty Reduction
 - i. Provide in-car cameras to all officers
 - ii. Maintain practice of thorough background investigations during hiring process
- e. Risk Transfer
 - i. Participate in mutual aid agreements with other jurisdictions in order to ensure proper resources during major law enforcement event;
 - ii. Maintain off-duty policies which require approval of all off-duty work and indemnification agreement from third party employers;
 - iii. Maintain liability insurance coverage
- f. Action Steps
 - i. Review Standard Operating Procedures and General Orders in order to ensure implementation of risk management practices.

4. Facility Use

- a. Risk Avoidance:
 - i. Limit use of County facilities to public
 - ii. Prohibit use of alcohol on County property.
- b. Loss Prevention
 - i. Adopt rules for use of property
 - ii. Regularly inspect and maintain facilities
 - iii. Install signs and other mitigation measures for dangerous conditions
- c. Loss Reduction:
 - i. Maintain and inspect fire, security and weather alarms
 - ii. Conduct annual employee training and drills
- d. Uncertainty Reduction
 - i. Develop web-based reservation system for facility use and make available to administration and Sheriff

- ii. Use contracts for use
- e. Risk Transfer
 - i. Require indemnification agreements
 - ii. Maintain liability insurance
- f. Action Steps
 - i. Prepare written plan
 - ii. Develop web-based reservation system and notification protocol
 - iii. Develop use agreement

5. Legal Compliance

- a. Risk Avoidance
 - i. Prohibit providing legal advice by employees
 - ii. Comply with Open Door Law and Access to Public Records Act
- b. Loss Prevention
 - i. Develop policies for Open Door and APRA request response
 - ii. Annually review all County policies for compliance
- c. Loss Reduction
 - i. Respond promptly to legal notices, lawsuits, claims and Open Door Law and APRA requests.
 - ii. Involve County Attorney when appropriate
 - iii. Document legal compliance
- d. Uncertainty Reduction
 - i. Conduct annual training for employees re legal compliance issues and risk management.
 - ii. Conduct annual training for Auditor and Department Heads re personal health information privacy rules.
- e. Risk Transfer – Not applicable
- f. Action Plan
 - i. Prepare written plan
 - ii. Conduct and document training

6. Motor Vehicle Use by Employees

- a. Risk Avoidance
 - i. Limit number of employees who drive to conduct County business
- b. Loss Prevention
 - i. Conduct annual training regarding safety rules and policies
 - ii. Require use of all safety restraints
 - iii. Limit use of mobile telephone while driving
 - iv. Prohibit texting while driving
 - v. Suspend driving privileges of unsafe drivers
 - vi. Prohibit uninsured drivers from driving
- c. Loss Reduction

- i. Enforce policies
- d. Uncertainty Reduction
 - i. Require drivers to authorize 10-year driving record annually and suspend unsafe, unlicensed or uninsured drivers
 - ii. Require drivers to provide evidence of insurance coverage annually and suspend noncompliant drivers
 - iii. Enforce drug testing policy for all accidents and other for cause events
 - iv. Require drivers to notify employer of any criminal charges, license suspensions or revocations, and loss of insurance
- e. Risk Transfer
 - i. Maintain liability insurance coverage
- f. Action Plan
 - i. Prepare written plan
 - ii. Audit insurance claims annually and implement new policies
 - iii. Conduct annual training and document

7. Injuries in the Workplace

- a. Risk Avoidance
 - i. Prohibit employees from performing physical labor beyond scope of duties or training
- b. Loss Prevention
 - i. Develop and implement safety policy
 - ii. Train employees re safety procedures and required equipment
- c. Loss reduction
 - i. Discipline employees who violate policy
 - ii. Promptly document and respond to safety concerns
 - iii. Document safety training
- d. Uncertainty Reduction
 - i. Regularly obtain feedback from employees re safety concerns
 - ii. Audit workers compensation claims and develop necessary prevention policies
- e. Risk Transfer
 - i. Maintain workers compensation insurance
 - ii. Require vendors to provide proof of workers compensation prior to beginning work
- f. Action Plan
 - i. Prepare written plan
 - ii. Engage insurance carrier re claims history and suggested policies and practices
 - iii. Conduct annual training and document

8. E-Mail & Internet Use

- a. Risk Avoidance
 - i. Prohibit personal use of e-mail and internet during work hours
- b. Loss Prevention
 - i. Maintain use policy which prohibits risk conduct
 - ii. Conduct annual training
- c. Loss Reduction
 - i. Monitor use
 - ii. Discipline violators
- d. Uncertainty Reduction
 - i. Monitor use
- e. Risk Transfer – not applicable
- f. Action plan
 - i. Prepare written plan
 - ii. Develop and enforce appropriate policies
 - iii. Document training
 - iv. Review audit and address problem areas

9. Labor Law Compliance

- a. Risk Avoidance – not applicable
- b. Loss Prevention
 - i. Maintain policies which require legal compliance
 - ii. Conduct annual training re policies
 - iii. Involve County Attorney when appropriate
- c. Loss Reduction
 - i. Promptly respond to claims of noncompliance
 - ii. Document compliance
- d. Uncertainty Reduction
 - i. Conduct annual training for department heads
 - ii. Consult with County Attorney
- e. Risk Transfer – not applicable
- f. Action Plan
 - i. Prepare written plan
 - ii. Document training
 - iii. Audit problem areas and develop new policies to address

10. Security

- a. Risk Avoidance – not applicable
- b. Loss Prevention
 - i. Develop security plans for all facilities and operations in order to minimize danger to employees and public
 - ii. Install alarms, duress buttons, cameras and other security measures

- c. Loss Reduction
 - i. Train employees regarding security plan
 - ii. Conduct drills
- d. Uncertainty Reduction
 - i. Limit access to County Buildings
 - ii. Conduct annual security assessment
- e. Risk Transfer
 - i. Maintain liability insurance coverage
- f. Action Plan
 - i. Prepare written plan
 - ii. Adopt policies to implement plan
 - iii. Review plan for all facilities;
 - iv. Engage Committee for new annex

11. Hire & Fire Issues

- a. Risk Avoidance – not applicable
- b. Loss Prevention
 - i. Require pre-employment drug testing and criminal background check for all new hires
 - ii. Establish policies for hire and fire practices
 - iii. Perform annual written performance evaluations
 - iv. Document discipline
- c. Loss Reduction
 - i. Involve County Attorney
 - ii. Annually review policies
- d. Uncertainty Reduction
 - i. Require background checks
 - ii. Conduct annual training
- e. Risk Transfer
 - i. Maintain liability insurance coverage
- f. Action Plan
 - i. Review policies annually
 - ii. Audit claims and address problem areas

12. Handling Cash

- a. Risk Avoidance
 - i. Limit number of employees who handle cash
 - ii. Password protect computers used to process payments
 - iii. Balance daily receipts and require reconciliation
 - iv. Provide receipts for all transactions and reconcile daily
- b. Loss Prevention
 - i. Develop system of daily accountability for cash transactions

- ii. Consider installation of cameras
 - iii. Deliver cash to banks daily with security escort
- c. Loss Reduction
 - i. Promptly discipline violators
 - ii. Require bond
- d. Uncertainty Reduction
 - i. Use criminal background checks prior to hiring
- e. Risk Transfer
 - i. Obtain bonds
 - ii. Engage carrier re embezzlement coverage
- f. Action Plan
 - i. Prepare written policy
 - ii. Document training
 - iii. Assess feasibility of cameras
 - iv. Engage carrier

13. Drainage:

- a. Risk Avoidance: Consider vacating drains for which the benefits outweigh the cost of maintenance or reconstruction.
- b. Loss Prevention: Carefully administer the drainage law and comply with all applicable procedural and substantive regulations and laws.
- c. Loss Reduction: Involve the County Attorney in all cases which are controversial or which pose substantial risk of damages or litigation.
- d. Uncertainty Reduction: Conduct training of Board members annually.
- e. Risk Transfer: Maintain liability insurance and monitor construction contracts for statutory compliance.
- f. Action Plan: Encourage Board to carefully review classification of drains, continue training of Board re compliance, engage County Attorney in controversial cases prior to notices and reports being provided to landowners.

14. Land Use Regulation:

- a. Risk Avoidance: Not applicable
- b. Loss Prevention: carefully administer ordinance;
- c. Loss Reduction: Involve County Attorney in all cases which are controversial or which pose substantial risk of damage or litigation.
- d. Uncertainty Reduction: Conduct training for Boards and Commissions.
- e. Risk Transfer: Maintain liability insurance.
- f. Action Plan: Conduct extensive training of Plan Commission, Board of Zoning Appeals and staff.

15. IT Security:

- a. Risk Avoidance: not applicable
- b. Loss Prevention: Engage IT consultant to defensive measures and train employees.
- c. Loss Reduction: Promptly report issues to IT consultant and follow IT protocols.
- d. Uncertainty Reduction: Train key personnel re risks and measures.
- e. Risk Transfer: Maintain insurance, including coverage for malware and ransomware.
- f. Action Plan: Engage IT consultant and train key personnel.

16. Social Media:

- a. Risk Avoidance: not applicable
- b. Loss Prevent: Develop rules for social media use to avoid claims.
- c. Loss Reduction: Develop rules for reporting of possible claims and remediation.
- d. Uncertainty Reduction: Conduct training for key personnel
- e. Risk Transfer: Maintain liability insurance and engage carrier re coverage.
- f. Action Plan: Study policy during 2021 and implement plan by June 15, 2021.

17. COVID-19 Pandemic

- a. Risk Avoidance: not applicable
- b. Loss Prevention:
 - i. Review policies related to employee and citizen safety and implement policies;
 - ii. provide PPE, workplace dividers, and hand sanitizers to employees
 - iii. enhance facility cleaning practices
- c. Loss Reduction:
 - i. require persons with COVID-19 to isolate and persons with close contact to quarantine;
 - ii. adopt flexible policies in order to allow employees to work from home if necessary;
- d. Uncertainty Reduction: Engage Health Department regarding best practices
- e. Risk Transfer: Not applicable
- f. Action Plan
 - i. periodically review policies
 - ii. adopt work from home plan
 - iii. continue to provide PPE, hygienic supplies, etc.

Montgomery County, Indiana

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12. **Land Use Regulation:** The County has adopted a Zoning Ordinance. The regulation of land use also poses a risk of inverse condemnation, property rights claims and other claims associated with the administration of the ordinance.

13. **IT Security:** Local governments have been increasingly subject to attack by malware and ransomware. This risk required both additional IT measures and additional insurance.

14. **Social Media:** The use of social media by local governments may lead to defamation and privacy claims.

These are just a few of the major risks. In order to catalogue all risks faced by the County, the Committee prepared a risk assessment tool and requested feedback from all department heads regarding the risks they encounter as they manage their departments.

What tools are available to the County to manage these risks?

As a municipality, Montgomery County is immune from some types of liability. In addition, Indiana law limits the County's tort liability to \$700,000 per person and \$5,000,000 per occurrence. However, these statutory limits of liability leave the County exposed to a significant amount of risk.

Fortunately, the County has several tools which can be used to manage risk. Risk management experts categorize these tools as follows:

1. **Risk Avoidance:** Don't do it! Don't build a skate park. Don't hire employees with violent tendencies. Don't allow alcohol to be used at County facilities. Don't allow dangerous activities at County facilities. Avoid the risk altogether.
2. **Loss Prevention:** If you must do it, manage the risk in such a way as to minimize the risk involved. For example, you must maintain the facilities. So, provide workers with the adequate training, safety apparel, and equipment. You must construct and maintain roads and streets. So, provide all of the necessary safety measures to prevent losses as much as possible. Take prudent steps to prevent losses which occur because of the risks the County cannot avoid.
3. **Loss Reduction:** For risks that are unavoidable, take steps to minimize their adverse effects. For example, there is no way to prevent someone from firing a weapon at our police officers. But we can provide vests. A fire caused by a lightning strike may occur. But we can install sprinkler systems, fire alarms, and smoke detectors in the buildings. We cannot always prevent workers from falling, but we can provide hard hats for dangerous conditions. Utilize tools available to the County which can minimize the extent of losses from risks the County cannot avoid.
4. **Uncertainty Reduction:** Knowledge is power. Perform background checks on employees prior to hiring. Have a drug testing policy. Check operator's licenses for problems. Check references prior to entering into contracts with vendors. These measures give you information which allows the County to avoid or prevent losses before they occur.
5. **Risk Transfer:** Let it be someone else's risk. The best examples of this type of tool are insurance and indemnification. If police officers are going to work off-duty security jobs, require the third-party employer to indemnify the County for any liability arising from that work. Shift the risk contractual to another party in order to relieve the County of the risk. This is common practice for the County, but it is not a perfect solution. Some vendors are financially unable to carry the risk. Some vendors may allow their insurance to lapse prior to a loss. Still, this is an important tool which the County utilizes.

There are many tools, but most tools fall within these categories. A mix of these types of risk management must be used to manage risk.

A Comprehensive Plan of Risk Management

It is the policy of Montgomery County to assess risk, identify risk management tools to address risks identified, formulate policies that require proper risk management measures by employees, implement these risk management policies, and annually review the risk management plan. The primary legal responsibility for the administration of this plan falls to the County Commissioners, elected officials, and appointed department heads.

The specific measures to be implemented in the management of risk are:

1. General Risk Management:

- a. Adopt a risk management plan;
- b. Annually review and update the plan; and
- c. Engage the County's insurance carrier re improvement of risk management practices.

2. Roads and Streets:

- a. Risk Avoidance:
 - i. Avoid building or assuming control of unnecessary roadways; and
 - ii. Close unneeded streets;
- b. Loss Prevention:
 - i. Engage engineers for all road design aspects;
 - ii. Regularly inspect roads for dangerous conditions;
 - iii. Regularly inspect road signs for visibility issues and need for replacement
 - iv. Implement maintenance plan for roads and signs
- c. Loss Reduction:
 - i. Ensure that design of roadways included mitigation features such as shoulders, speed mitigation devices, and line of sign control.
 - ii. Ensure that signs and traffic control measures comply with Uniform Traffic Signal Standards
- d. Uncertainty Reduction
 - i. Perform traffic studies to identify traffic congestion and areas of high accident frequency.
- e. Uncertainty reduction:
 - i. Obtain indemnification agreements with design engineers and construction contractors for design issues;
 - ii. Maintain liability insurance policy
- f. Action steps:
 - i. Prepare traffic safety plan;
 - ii. **Implement Traffic Safety Plan (2020).**

3. Public Interaction with Police

- a. Risk Avoidance
 - i. Screen new hires for past disciplinary problems
 - ii. Screen new hires for past criminal history
- b. Loss Prevention
 - i. Conduct training re law enforcement techniques, rules and policies
- c. Loss Reduction
 - i. Conduct training re interaction likely to lead to escalation and techniques to handle such interaction
 - ii. Provide vests and other safety equipment to officers in order to promote officer safety
- d. Uncertainty Reduction
 - i. Provide in-car cameras to all officers
 - ii. Maintain practice of thorough background investigations during hiring process
- e. Risk Transfer
 - i. Participate in mutual aid agreements with other jurisdictions in order to ensure proper resources during major law enforcement event;
 - ii. Maintain off-duty policies which require approval of all off-duty work and indemnification agreement from third party employers;
 - iii. Maintain liability insurance coverage
- f. Action Steps
 - i. Review Standard Operating Procedures and General Orders in order to ensure implementation of risk management practices.

4. Facility Use

- a. Risk Avoidance:
 - i. Limit use of County facilities to public
 - ii. Prohibit use of alcohol on County property.
- b. Loss Prevention
 - i. Adopt rules for use of property
 - ii. Regularly inspect and maintain facilities
 - iii. Install signs and other mitigation measures for dangerous conditions
- c. Loss Reduction:
 - i. Maintain and inspect fire, security and weather alarms
 - ii. Conduct annual employee training and drills
- d. Uncertainty Reduction
 - i. Develop web-based reservation system for facility use and make available to administration and Sheriff

- ii. Use contracts for use
- e. Risk Transfer
 - i. Require indemnification agreements
 - ii. Maintain liability insurance
- f. Action Steps
 - i. Prepare written plan
 - ii. Develop web-based reservation system and notification protocol
 - iii. Develop use agreement

5. Legal Compliance

- a. Risk Avoidance
 - i. Prohibit providing legal advice by employees
 - ii. Comply with Open Door Law and Access to Public Records Act
- b. Loss Prevention
 - i. Develop policies for Open Door and APRA request response
 - ii. Annually review all County policies for compliance
- c. Loss Reduction
 - i. Respond promptly to legal notices, lawsuits, claims and Open Door Law and APRA requests.
 - ii. Involve County Attorney when appropriate
 - iii. Document legal compliance
- d. Uncertainty Reduction
 - i. Conduct annual training for employees re legal compliance issues and risk management.
 - ii. Conduct annual training for Auditor and Department Heads re personal health information privacy rules.
- e. Risk Transfer – Not applicable
- f. Action Plan
 - i. Prepare written plan
 - ii. Conduct and document training

6. Motor Vehicle Use by Employees

- a. Risk Avoidance
 - i. Limit number of employees who drive to conduct County business
- b. Loss Prevention
 - i. Conduct annual training regarding safety rules and policies
 - ii. Require use of all safety restraints
 - iii. Limit use of mobile telephone while driving
 - iv. Prohibit texting while driving
 - v. Suspend driving privileges of unsafe drivers
 - vi. Prohibit uninsured drivers from driving
- c. Loss Reduction

- i. Enforce policies
- d. Uncertainty Reduction
 - i. Require drivers to authorize 10-year driving record annually and suspend unsafe, unlicensed or uninsured drivers
 - ii. Require drivers to provide evidence of insurance coverage annually and suspend noncompliant drivers
 - iii. Enforce drug testing policy for all accidents and other for cause events
 - iv. Require drivers to notify employer of any criminal charges, license suspensions or revocations, and loss of insurance
- e. Risk Transfer
 - i. Maintain liability insurance coverage
- f. Action Plan
 - i. Prepare written plan
 - ii. Audit insurance claims annually and implement new policies
 - iii. Conduct annual training and document

7. Injuries in the Workplace

- a. Risk Avoidance
 - i. Prohibit employees from performing physical labor beyond scope of duties or training
- b. Loss Prevention
 - i. Develop and implement safety policy
 - ii. Train employees re safety procedures and required equipment
- c. Loss reduction
 - i. Discipline employees who violate policy
 - ii. Promptly document and respond to safety concerns
 - iii. Document safety training
- d. Uncertainty Reduction
 - i. Regularly obtain feedback from employees re safety concerns
 - ii. Audit workers compensation claims and develop necessary prevention policies
- e. Risk Transfer
 - i. Maintain workers compensation insurance
 - ii. Require vendors to provide proof of workers compensation prior to beginning work
- f. Action Plan
 - i. Prepare written plan
 - ii. Engage insurance carrier re claims history and suggested policies and practices
 - iii. Conduct annual training and document

8. E-Mail & Internet Use

- a. Risk Avoidance
 - i. Prohibit personal use of e-mail and internet during work hours
- b. Loss Prevention
 - i. Maintain use policy which prohibits risk conduct
 - ii. Conduct annual training
- c. Loss Reduction
 - i. Monitor use
 - ii. Discipline violators
- d. Uncertainty Reduction
 - i. Monitor use
- e. Risk Transfer – not applicable
- f. Action plan
 - i. Prepare written plan
 - ii. Develop and enforce appropriate policies
 - iii. Document training
 - iv. Review audit and address problem areas

9. Labor Law Compliance

- a. Risk Avoidance – not applicable
- b. Loss Prevention
 - i. Maintain policies which require legal compliance
 - ii. Conduct annual training re policies
 - iii. Involve County Attorney when appropriate
- c. Loss Reduction
 - i. Promptly respond to claims of noncompliance
 - ii. Document compliance
- d. Uncertainty Reduction
 - i. Conduct annual training for department heads
 - ii. Consult with County Attorney
- e. Risk Transfer – not applicable
- f. Action Plan
 - i. Prepare written plan
 - ii. Document training
 - iii. Audit problem areas and develop new policies to address

10. Security

- a. Risk Avoidance – not applicable
- b. Loss Prevention
 - i. Develop security plans for all facilities and operations in order to minimize danger to employees and public
 - ii. Install alarms, duress buttons, cameras and other security measures

- c. Loss Reduction
 - i. Train employees regarding security plan
 - ii. Conduct drills
- d. Uncertainty Reduction
 - i. Limit access to County Buildings
 - ii. Conduct annual security assessment
- e. Risk Transfer
 - i. Maintain liability insurance coverage
- f. Action Plan
 - i. Prepare written plan
 - ii. Adopt policies to implement plan
 - iii. Review plan for all facilities;
 - iv. Engage Committee for new annex

11. Hire & Fire Issues

- a. Risk Avoidance – not applicable
- b. Loss Prevention
 - i. Require pre-employment drug testing and criminal background check for all new hires
 - ii. Establish policies for hire and fire practices
 - iii. Perform annual written performance evaluations
 - iv. Document discipline
- c. Loss Reduction
 - i. Involve County Attorney
 - ii. Annually review policies
- d. Uncertainty Reduction
 - i. Require background checks
 - ii. Conduct annual training
- e. Risk Transfer
 - i. Maintain liability insurance coverage
- f. Action Plan
 - i. Review policies annually
 - ii. Audit claims and address problem areas

12. Handling Cash

- a. Risk Avoidance
 - i. Limit number of employees who handle cash
 - ii. Password protect computers used to process payments
 - iii. Balance daily receipts and require reconciliation
 - iv. Provide receipts for all transactions and reconcile daily
- b. Loss Prevention
 - i. Develop system of daily accountability for cash transactions

- ii. Consider installation of cameras
 - iii. Deliver cash to banks daily with security escort
- c. Loss Reduction
 - i. Promptly discipline violators
 - ii. Require bond
- d. Uncertainty Reduction
 - i. Use criminal background checks prior to hiring
- e. Risk Transfer
 - i. Obtain bonds
 - ii. Engage carrier re embezzlement coverage
- f. Action Plan
 - i. Prepare written policy
 - ii. Document training
 - iii. Assess feasibility of cameras
 - iv. Engage carrier

13. Drainage:

- a. Risk Avoidance: Consider vacating drains for which the benefits outweigh the cost of maintenance or reconstruction.
- b. Loss Prevention: Carefully administer the drainage law and comply with all applicable procedural and substantive regulations and laws.
- c. Loss Reduction: Involve the County Attorney in all cases which are controversial or which pose substantial risk of damages or litigation.
- d. Uncertainty Reduction: Conduct training of Board members annually.
- e. Risk Transfer: Maintain liability insurance and monitor construction contracts for statutory compliance.
- f. Action Plan: Encourage Board to carefully review classification of drains, continue training of Board re compliance, engage County Attorney in controversial cases prior to notices and reports being provided to landowners.

14. Land Use Regulation:

- a. Risk Avoidance: Not applicable
- b. Loss Prevention: carefully administer ordinance;
- c. Loss Reduction: Involve County Attorney in all cases which are controversial or which pose substantial risk of damage or litigation.
- d. Uncertainty Reduction: Conduct training for Boards and Commissions.
- e. Risk Transfer: Maintain liability insurance.
- f. Action Plan: Conduct extensive training of Plan Commission, Board of Zoning Appeals and staff.

15. IT Security:

- a. Risk Avoidance: not applicable
- b. Loss Prevention: Engage IT consultant to defensive measures and train employees.
- c. Loss Reduction: Promptly report issues to IT consultant and follow IT protocols.
- d. Uncertainty Reduction: Train key personnel re risks and measures.
- e. Risk Transfer: Maintain insurance, including coverage for malware and ransomware.
- f. Action Plan: Engage IT consultant and train key personnel.

16. Social Media:

- a. Risk Avoidance: not applicable
- b. Loss Prevent: Develop rules for social media use to avoid claims.
- c. Loss Reduction: Develop rules for reporting of possible claims and remediation.
- d. Uncertainty Reduction: Conduct training for key personnel
- e. Risk Transfer: Maintain liability insurance and engage carrier re coverage.
- f. Action Plan: Study policy during 2021 and implement plan by June 15, 2021.

17. COVID-19 Pandemic

- a. Risk Avoidance: not applicable
- b. Loss Prevention:
 - i. Review policies related to employee and citizen safety and implement policies;
 - ii. provide PPE, workplace dividers, and hand sanitizers to employees
 - iii. enhance facility cleaning practices
- c. Loss Reduction:
 - i. require persons with COVID-19 to isolate and persons with close contact to quarantine;
 - ii. adopt flexible policies in order to allow employees to work from home if necessary;
- d. Uncertainty Reduction: Engage Health Department regarding best practices
- e. Risk Transfer: Not applicable
- f. Action Plan
 - i. periodically review policies
 - ii. adopt work from home plan
 - iii. continue to provide PPE, hygienic supplies, etc.

Internal Controls Report

Monday, December 14, 2020 2:13 PM

Montgomery County
2020 Internal Controls Annual Report
December 21, 2020

In 2016, Montgomery County established an Internal Controls Oversight Committee. This committee was charged with recommending and implementing internal control standards as set forth by the Indiana State Board of Accounts. In 2016 the Board of Commissioners, upon recommendation by the Committee, adopted a Materiality Policy, Cash Policy, and Credit Card Policy. Under the policies, the Committee must also provide oversight in order to ensure compliance with the policies. The Committee met on December 8, 2020 and now submits the following report to the Board of Commissioners:

1. **Training:** All employees were to receive training during 2020, and new employers are required to receive training within seven (7) days of the commencement of their employment. Department Heads received training from the County Attorney. Although some Department Heads conducted employee training in 2020, Department Heads did not uniformly certify training of employees. The County Administrator will assume the responsibility to ensure that training is conducted in 2021 and that such training is properly documented.

2. **Amendments:** The Policy should be amended in order to require accounting for the receipt and use of gift cards.

3. **Violations:** No violations were reported to the Committee during 2020, and no Committee members are aware of any violations. The policies require all employees to report violations to the appropriate Department Head and the County Attorney. Neither the Department Heads nor the County Attorney received notice of violations during 2020;

4. **Reporting:** The Committee understands that its members have an obligation to report any known violations or concerns to the Board of Commissioners. In order to discharge this obligation, this annual report provides Board members with all information known to the Committee; and

5. **Future Oversight:** The Committee noted some lack of compliance with (1) the requirement of a separate verifier for cash deposits (Rule 1.08) and (2) the requirement that the Department Head submit only one claim for purchases made by credit card, resulting in some purchases being paid for twice (Rule 2.05). The County Administrator will address both issues during annual training. The Committee continue to discharge its oversight obligations and will meet in 2021 in order to review the policies and discuss amendments. In addition, if a violation occurs, the violation will be reported to the Board immediately.

6. Action List for 2021: The Committee will ensure that the following action occurs during 2021:

a. County Administrator will send a memorandum to all Department Heads in December in order to remind them to conduct annual training for existing employees during the month of January and for new employees within 7 days of the commencement of their employment. The County Administrator will require a written verification of existing employee training by January 31, 2021 and written verification of new employee training within 7 days of commencement of the employment.

b. At the annual training for Department Heads, the County Administrator will address both the requirement of a separate verifier for cash deposits and the proper submission of claims for credit cards.

c. the Board of Commissioners will amend the Internal Controls policy in order to require proper accounting for gift cards. This amendment should be completed during the first quarter of 2021.

Submitted By: Tom Klein, County Administrator

Received by:

James D. Fulwider, President

Date

Community Crossings Grant Agreement

Thursday, December 17, 2020 1:16 PM

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-21-LG200512

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and Montgomery County, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of \$872,158.50 (the "Grant"), representing 75% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant,

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as Attachment B and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

A. It may use the State funds only for the Project described in Attachment A;

B. If it uses the grant funds for any purpose other than construction of the Project as described in Attachment A, the Grantee:

- i. must immediately repay all grant funds provided to the State; and
- ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than 25% of the estimated project cost;

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to 75% of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is \$872,158.50. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **25%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **25%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated

or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758 - Local Programs
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Carla Sheets
Crawfordsville District
41 W 300 North
Crawfordsville, IN 47933
Email: csheets@indot.in.gov

C. Notices to the Grantee shall be sent to:

Montgomery County
ATTN: Jim Fulwider
818 N. Whitlock Avenue, Crawfordsville, IN
CRAWFORDSVILLE, IN 47933
Email: jim.fulwider@montgomerycounty.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee] Montgomery County

Indiana Department of Transportation

By: _____

By: _____

Name and Title, Printed

(for)

Joseph McGuinness, Commissioner

Date: _____

Date: _____

Approved by:

Indiana Department of Administration

Approved by:

State Budget Agency

By: _____ (for)

Lesley A. Crane, Commissioner

By: _____ (for)

Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

By: _____ (for)

Curtis T. Hill, Jr., Attorney General

Date: _____

Form approval has been granted by the

Office of the Attorney General pursuant to

IC 4-13-2-14.3(e) on November 24, 2020

FA 20-89

This instrument was prepared by the undersigned attorney:

Attorney:

Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

ATTACHMENT A

PROJECT DESCRIPTION

Des No: 2002814

Program: Local Roads and Bridges Matching Grants

Type of Project: HMA Overlay, Structural

Location:

Route Name	From	To
CAMP ROTARY RD	SR 32	South Keller Road
BARCUS ORCHARD RD	South Keller Road	SR 47
N 400 W	US 136	SR 32

Application ID: 10134

A general scope/description of the Project is as follows:

This road preservation project includes asphalt wedge & leveling of the existing roadway surface to provide a proper transverse slope. A 1.5-inch structural asphalt overlay will be installed over a 1/2 to 3/4-inch wedge & leveling surface. Double yellow centerline and white edge traffic delineation lines will be installed on the structural asphalt overlay. The following is a list of projects for the CCMG 2020-2 ?Call for Projects? Project #1 ? Camp Rotary Rd from SR 32 to South Keller Rd ? 1.999 miles, width 19? average, PASER 4, There is an existing bridge located north of the intersection of Camp Rotary Road and South Keller Road. There will be no improvements to this existing bridge as part of this project. Project #2 ? Barcus Orchard Rd from South Keller Rd to SR 47 ? 2.062 miles, width 19? average, PASER 2, Project #3 ? CR 400 West from US 136 to SR 32 ? 3.041 miles, width 20? average, PASER 2. There is an existing bridge located south of the intersection of CR 400 West and US 136.. There will be no improvements to this existing bridge as part of this project.

The maximum amount of state funds allocated to the Project is \$872,158.50

ATTACHMENT B

AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758 - Local Programs
Indianapolis, Indiana 46204

PHONE: (317) 233-3680
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness, Commissioner

December 17, 2020

Montgomery County

Jim Fulwider

818 N. Whitlock Avenue, Crawfordsville, IN

Crawfordsville, IN 47933

RE: Community Crossing Matching Grant Fund 2020-2 Award Letter

Dear Jim Fulwider:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
10134	\$872,158.50	All
TOTAL	\$872,158.50	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 75 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Susie Kemp, (765) 361-5228 or skemp@indot.in.gov or Carla Sheets, (765)361-5202 or csheets@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Eaton-McKalep

Director of Local Programs

Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer



Resolution 2020-25

Wednesday, December 23, 2020 5:11 PM

The Strategic Plan will be sent via separate email due to the large size of the Plan.

Montgomery County Board of Commissioners

Resolution 2020 – 25

Adoption of the State Road 32/I-74 Interchange Strategic Plan

Whereas, Indiana Code § 36-7-4-500 series provides that strategic land use plans may be included as part of a Comprehensive Plan; and

Whereas, on November 25, 2020, the Montgomery County Plan Commission conducted a properly noticed public hearing on a proposed strategic plan for development at and near the State Road 32/I-74 Interchange and approved the attached State Road 32/I-74 Interchange Strategic Plan (7 votes in favor and 0 votes against) to be included in the Comprehensive Plan; and

Whereas, this Strategic Plan provides certain goals and strategies for the development of land in the State 32/I-74 Interchange area, but it does not change zoning or otherwise limit the existing use of land in the strategic area; and

Whereas, on November 25, 2020, the Plan Commissioner certified its decision and delivered the certification to the Board; and

Whereas, on December 30, 2020, the Board conducted a public hearing on the adoption of the Plan as an addition to the Comprehensive Plan; and

Whereas, Board now finds that (1) the State Road 32/I-74 Interchange Strategic Plan contains all of the provisions required by Indiana Code §36-7-4-500

et seq., (2) the Plan was approved by the Plan Commission in accordance with Indiana law, (3) the Plan will promote the public health, safety, morals, convenience, order and general welfare in the unincorporated area of Montgomery County, (4) the Plan will promote efficiency and economy in the process of development in the unincorporated area of Montgomery County, (5) the adoption of the Plan and its addition to the Comprehensive Plan is in the best interests of the County and its citizens, and (6) the proposed Strategic Plan, approved by the Plan Commission, should be approved and adopted as part of the Comprehensive Plan.

Therefore, it is resolved that the proposed Montgomery County State Road 32/I-74 Interchange Strategic Plan, approved by the Montgomery County Plan Commission on November 25, 2020 and attached hereto, is hereby approved, adopted, and made part of the Comprehensive Plan.

It is further resolved that the Strategic Plan shall be effective upon adoption.

It is further resolved that the Auditor shall deliver to the Recorder a copy of the Strategic Plan for filing in the office of the Montgomery County Recorder.

Adopted this 30th day of December, 2020.

Montgomery County Board of
Commissioners:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Montgomery County Commissioners

Case Report

Case Number: ZA2020-3

Date: December 21, 2020

Introduction

At your December 30th, 2020 meeting, you will conduct a public hearing and consider one amendment to the text of the zoning ordinance.

1. Article 14 – PERMITS AND DEVELOPMENT PLAN REVIEWS

The amendment is more fully described below.

Procedure

After a Zoning Ordinance is adopted, the text of the Ordinance may be amended. Amendments usually are the result of new zoning issues in the jurisdiction, problems in the administration of the Ordinance, or the discovery of errors which require technical correction. Text amendments are initiated by either the Plan Commission or County Commissioners and require a public hearing. After you conduct a public hearing the County Commissioners will rule on Article 14.

Notice of the public hearing on the proposed text amendment was published on December 9th, 2020, and copies of the proposed text amendment were made available to the public also on December 9th 2020.

Factors to be considered

During your consideration of the proposed text amendments, you are required to consider and pay reasonable regard to the following:

1. The comprehensive plan;
2. Current conditions and the character of current structures and uses in each district;
3. the most desirable use for which the land in each district is adapted;
4. The conservation of property values through the jurisdiction; and
5. Responsible growth and development.

Indiana law provides that no one of these five criteria controls. Rather, you should determine the case based upon the totality of these five criteria and decide whether the total information before you weigh in favor or against adoption.

Action by County Commissioners

The County Commissioners may adopt, reject or amend the proposed amendments at its first regular meeting after your certification. The action taken by the County Commissioners leads to various scenarios:

1. Favorable Recommendation:

a. Failure to Act: If the Plan Commission sends a favorable recommendation to the County Commissioners, and if the County Commissioners fail to act on the amendment within 90 days of the certification, the amendments are deemed approved and take effect.

b. Reject or Amend: If the County Commissioners reject or amend the proposed amendment, they must return the proposal to the Plan Commission for its consideration with a written statement of their reasons. In this event, the Plan Commission has 45 days in which to consider the rejection or amendment.

i. Approval by Plan Commission: If the Plan Commission approves the amendment of the County Commissioners, the amendment, as modified by the County Commissioners, becomes effective.

ii. Failure to Act: If the Plan Commission fails to act within 45 days, the amendment, as modified by the County Commissioners, becomes effective;

iii. Rejection by Plan Commission: If the Plan Commission disapproves of the rejection or modification by the County Commissioners, the County Commissioners must confirm its original rejection or modification within 45 days in order to affirm its original action. Otherwise, the amendment takes effect as originally recommended by the Plan Commission.

2. Unfavorable or No Recommendation:

a. Approval of Amendment: If the County Commissioners approve the proposed amendment, the amendment takes effect; and

b. Rejection of Amendment: If the County Commissioners reject the amendment, the amendment is defeated.

Summary of Proposed Amendment

Article 14 – Permits and Development Plan Reviews

Article 14 provides regulation for Improvement Location Permits, Certificate of Occupancy and Development Plans. This article is designed to protect the public health, welfare and safety. The purpose of this section is to plan for and regulate the use, improvement, and maintenance of real property and the location, condition and maintenance of structures and other improvements. The regulation provides for the review and enforcement of the standards outlined in the Montgomery County Zoning Code and provides guidelines for development in Montgomery County.

Improvement Location sets regulation for the use of structures and additions that have been altered or established for a change of use and would require the issuance of an Improvement Location Permit. The improvement would be required to make application with

the Zoning Administrator giving the administrator fifteen days to review and approve. If the application is complete and satisfactory the ILP is issued.

Certificate of Occupancy will make unlawful for the use and occupancy of any building or premises that has been created, altered, erected or changed to be occupied until the Certificate of occupancy has been issued.

Development Plan review process is designed to promote and protect the efficient use of property in Montgomery County. The Plan Commission shall have the authority to review and approve or disapprove development plans. The Commission will have the review authority for multifamily housing, green energy, confined feeding operations and well as other projects within the text of the amendment. Once application has been made and a technical review has been completed a public hearing will be set and owners within 660' will be notified. The review will include arrangement of structures and open space, management of traffic, drainage control and other specific studies needed to assist in review of plan. The development plan review once approved by Commission can then begin procuring permitting required for the project.

The Montgomery County Plan Commission moved to send Article 14 to the Montgomery County Commissioners with a Favorable Recommendation. The vote at the November 2020 Plan Commission meeting was 7-0 in favor of the recommendation.

Staff Recommendation

The Staff recommends the County Commissioners adopt the amendment to the Zoning Ordinance.

Respectfully submitted

Marc Bonwell

Building/Zoning Administrator

Montgomery County Board of Commissioners

Ordinance 2020-45

An Ordinance Adopting Text Amendment to Zoning Ordinance

Whereas, on November 25, 2020, the Montgomery County Plan Commission approved a favorable recommendation for text amendments to the Montgomery County Zoning, specifically an amendment which would add proposed regulations for Permits and Development Plan Reviews; and

Whereas, the Plan Commission certified its recommendation to the Montgomery County Board of Commissioners (the “Board”), and the Board published notice that it would consider the proposed text amendment; and

Whereas, the proposed text amendment would make changes to the Zoning Ordinance which are necessary to establish specific procedures for the granting of improvement location permits, certificates of occupancy and development plan reviews in new Section 14 of the Zoning Ordinance; and

Whereas, because this text amendment received a favorable recommendation from the Plan Commission, the Board must either adopt, reject, or amend the proposed text amendment to the Zoning Ordinance; and

Whereas, the Commissioners, having conducted a public hearing on the proposed text amendments on December 30, 2020 and considered the recommendation of the Plan Commission, public comments and written correspondence from citizens regarding the proposed text amendments to the Zoning Control Ordinance, now find as follows:

1. The proposed text amendments to the Zoning Ordinance are consistent with the Comprehensive Plan in that they promote orderly and harmonious

development and provide for granting of permits, certificates of occupancy and development plans only after finding that development is consistent with the Zoning Ordinance, Subdivision Control Ordinance and all other applicable ordinances;

2. The proposed text amendments to the Zoning Ordinance pay reasonable regard to current conditions and the character of current structures and uses in each district by providing for an approval process that requires compliance with applicable land use ordinances;

3. The proposed text amendments to the Zoning Ordinance pay reasonable regard to the most desirable use for which land in each district is adapted by providing for a review process prior to development;

4. The proposed text amendments to the Zoning Ordinance promote the conservation of property values throughout the unincorporated areas of the County by requiring that development meet all applicable land use ordinances; and

5. The proposed text amendments to the Zoning Ordinance promote responsible development and growth by requiring development to comply with all applicable land use ordinance.

Whereas, the Commissioners also find that the proposed text amendments to the Zoning Ordinance should be adopted and incorporated into the County Zoning Ordinance and the County Code; and

Whereas, the Auditor will record this ordinance and the text amendments to the Zoning Ordinance in the Office of the Recorder and publish notice of adoption of this ordinance.

IT IS, THEREFORE ORDAINED that the proposed text amendments to the Zoning Ordinance, which are attached as Exhibit A, are hereby adopted and hereby incorporated into the Zoning Ordinance.

IT IS FURTHER ORDAINED that the Auditor will record this ordinance in the Office of the Recorder of Montgomery County and publish notice of the adoption of this ordinance.

IT IS FURTHER ORDAINED that the text amendments to the Zoning Ordinance will become effective on January 1, 2021.

IT IS FURTHER ORDAINED that any other provision of the County Code which is not specifically amended by this ordinance shall remain in full force and effect.

Adopted this 30th day of December, 2020.

Montgomery County Board of Commissioners:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

This ordinance was prepared by Daniel L. Taylor, Attorney-at-Law, Taylor, Chadd, Minnette, Schneider & Clutter, P.C., 105 North Washington Street, Crawfordsville, Indiana 47933. Telephone 765-361-9680.

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

Daniel L. Taylor

EXHIBIT A

ARTICLE 14 – PERMITS AND DEVELOPMENT PLAN REVIEWS

14.01 IMPROVEMENT LOCATION PERMITS

A. ILP Required. No building or other structure shall be erected, moved, added to, or structurally altered, nor shall any building, structure, or land be established or changed in use without an Improvement Location Permit issued by the Zoning Administrator. An Improvement Location Permit shall be issued only in conformity with the provisions of this Ordinance, or upon written order from the Board of Zoning Appeals deciding an appeal, special exception or variance.

B Application. Applications for an Improvement Location Permit shall:

1. be signed by the owner or agent of the land;
2. clearly state that the permit will expire and may be revoked if work has not begun within one year of issuance or completed within two years of issuance.
3. contain at a minimum the information, plans and data sufficient to allow the Zoning Administrator to determine whether to issue the permit. The Administrator may promulgate a list of such information required or provide a list to the applicant of information needed in order to process the application.
4. if for a site in an industrial district, a certificate of compliance subscribed to by a Registered Professional Engineer or Architect, certifying that the intended use will satisfy the requirements of this Article, the development standards of the zoning district and the provisions of the Zoning Ordinance, Subdivision Control Ordinance and any other applicable ordinance, rule or regulation.

C. Action by the Zoning Administrator. Within fifteen business days after receipt of a complete application, the Zoning Administrator will either approve or disapprove the application or notify the applicant that the application is not complete. If the Zoning Administrator determines that the application is not complete, the applicant will provide to the Zoning Administrator the needed information within thirty days. If the Zoning Administrator determines that the application should be approved, the Administrator will return to the applicant one set of plans marked “Approved” and signed by the Administrator. If the Administrator determines that the application should be denied, the Administrator will return to the applicant one set of plans marked “disapproved” and signed by the Administrator. If approved, the applicant will post the permit in a conspicuous place on the property in question, and this permit will attest to the fact that the plans for construction or alteration are in compliance with the provisions of this Ordinance.

D. Expiration of Improvement Location Permit. The work or use authorized by any improvement location permit must be commenced within one year of the date of the issuance of the permit. After one year, if no work has commenced, the permit will expire and become void. All work authorized by the permit must be completed within two years of the date of issuance of the permit, unless the Administrator extends the effectiveness of the permit upon a showing of good cause by the applicant.

E. Failure to Obtain Permit. The failure to obtain an improvement location permit as required by this Ordinance is a violation of this Ordinance. The Zoning Administrator may issue a stop work order, initiate civil proceedings to enforce this Ordinance, issue a fine citation, or take any action to enforce this Ordinance which is allowed by Indiana law.

F. Limitations. Improvement Location Permits are issued on the basis of plans and applications approved by the Zoning Administrator and, therefore, only authorize the use, construction or work set forth in such plans and applications. Any use, arrangement, construction or work which is contrary to that authorized is a violation of this ordinance and subject to enforcement just as if the applicant had failed to obtain a permit, as provided for in Section 13.01(E).

G. Fee: The fee for an Improvement Location Permit is Fifty Dollars (\$50.00).

14.02 CERTIFICATE OF OCCUPANCY

A. Scope. It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy has been issued by the Zoning Administrator.

B. Exemptions. No certificate of occupancy is required for:

- 1 Agriculture Construction except confined feeding operations and solar farms and facilities; and
2. Residential construction such as garages and storage buildings which will not be used or occupied as livable space.

C. Applications. Applications for certificates of occupancy will be filed with the Zoning Administrator within thirty (30) days of the completion of the improvements to any building or premises.

D. Change in Use. No change shall be made in the use of land or use of any building or any part thereof now or hereafter erected, constructed or structurally altered without a

certificate of occupancy having been issued, and no such certificate shall be issued to make such change unless it is in conformity with the provisions of this Ordinance.

E. Issuance. Within ten (10) business days after receipt of notice of substantial completion, as provided for in Section 13.02(C), the Zoning Administrator will inspect the premises and either approve or disapprove the certificate of occupancy. If the Administrator approves a certificate of occupancy, the owner or occupant may occupy the premises. If the Administrator denied the certificate, the Administrator will provide to the applicant written reasons for the denial and then re-inspect the premises within seven (7) business days of the owner providing notice that the owner has corrected all deficiencies.

F. Temporary Certificate of Occupancy. The Zoning Administrator may issue a temporary certificate of occupancy for a period of not more than six (6) months during alterations or partial occupancy of a building or structure pending the completion of the work if the Administrator determines that part of the building or structure may be safely occupied prior to the completion of the work.

G. Failure to Obtain Permit. The failure to obtain a certificate of occupancy as required by this Ordinance is a violation of this Ordinance. The Zoning Administrator may issue a stop work order, initiate civil proceedings to enforce this Ordinance, issue a fine citation, or take any action to enforce this Ordinance which is allowed by Indiana law.

H. Limitations. Certificates of Occupancy are issued on the basis of plans and applications approved by the Zoning Administrator and, therefore, only authorize the use, construction or work set forth in such plans and applications. Any use, arrangement, construction or work which is contrary to that authorized is a violation of this ordinance and subject to enforcement just as if the applicant had failed to obtain a permit, as provided for in Section 13.02(G).

14.03 DEVELOPMENT PLANS

A. Purpose. The development plan review process is designed to promote the safe and efficient use of land, to protect property values, and to ensure orderly and harmonious development patterns in the unincorporated areas of Montgomery County that is in accordance with the Comprehensive Plan.

B. Authority. The Plan Commission shall have exclusive authority to review and approve or disapprove those development plans.

C. Scope. Plan Commission review of development plans is required for;

1. Residential development of multi-family housing;
2. Commercial development
3. Industrial development
4. Wind Farms
5. Confined Feeding Operations
6. Solar Farms and Facilities
7. Planned Unit Developments
8. the addition or removal of a vehicular access point to any existing right of way
9. the addition or removal of a drive-through service lane;
10. the addition or removal of a loading dock;
11. the additions to or expansion of any existing use or structure by more than thirty-five percent (35%) of its current size

Except as specifically noted above, single-family residential development and agricultural development are exempt from the requirement of development plan review.

D. Procedure. All applications for development plan review will be reviewed by the Zoning Administrator for completeness. The Administrator will notify the applicant of any deficiencies in the application. Once the Administrator has received a complete application, the Administrator will conduct a technical review of the plan and may seek additional information from the applicant. The Administrator will then schedule a public hearing on the plan review and notify the applicant of the hearing date and time. The Applicant will provide notice of this public hearing to all owners of parcels of land adjoining or adjacent to the site and all landowners within six hundred sixty (660) feet of the property line of the site. This notice must be mailed by the applicant by registered mail, return receipt required, postage prepaid, at least fourteen (14) days prior to the public hearing. The applicant will provide proof of mailing and the returned receipts to the Zoning Administrator prior to the public hearing. The Administrator will cause notice of this public hearing to be published as required by Indiana law.

E. Criteria for Review. The Plan Commission will review the development plan in order to determine whether the plan complies with all provisions of the Zoning Ordinance, Subdivision Control Ordinance, and other applicable land use ordinances. In its consideration of the plan, the Plan Commission will evaluate:

1. **Arrangement of Structures** on the site with respect to how well it allows for safe and effective use of the proposed development, creates innovative and efficient environments and utilizes individual building designs which achieve enhanced relationship between the development and the land, is comparable with development on adjacent property, and considered off-site utilities and services and minimizes the potential impacts on existing or planned utilities, infrastructure and services;
2. **Architectural styles** of the project and its type, arrangement, and use

of building materials to enhance the built environment;

3. The Arrangement of open space and landscape improvements on

The site with respect to how well it creates a desirable and functional environment, preserves unique features of natural resources where possible, and respects desirable natural resources on adjacent sites;

4. The Management of traffic in a manner that creates conditions

favorable to the health, safety, convenience and harmonious development of the community including that the design and location of proposed street, road and highway access points minimize safety hazards and congestion, that the capacity of adjacent streets, roads and highways are sufficient to safely and efficiently accept the traffic proposed to be generated by the development, that the pedestrian circulation for the site minimize safety hazards for both pedestrians and vehicular traffic, and that the internal traffic circulation and the points of ingress and egress are compatible with existing planned streets, road and highways and planned developments;

5. Parking lots or garages with respect to how well they are located, designed and screened to minimize adverse visual impacts on adjacent properties and provide for any required parking lot screening and landscaping;

6. Landscape design with respect to how well it complies with any required landscaping provisions.

7. Site illumination with respect with respect to how it has been designed and located so as to comply with any requirements designed to minimize adverse impacts to adjacent properties;

8. Grading, drainage and erosion control measures with respect to how well they meet the requirements of the Subdivision Control Ordinance, the Zoning Ordinance, Storm Water Ordinance and Storm Drainage and sediment control regulations.

F. Special Studies. The Plan Commission and the Zoning Administrator may require special studies, including but limited to traffic studies, in order to assist them in the review of the plan. The cost of any such studies will be paid by the applicant.

G. Plan Commission Decision. Following the public hearing, the Plan Commission will either approve, approve with supplemental conditions, or disapprove the application.

1. Conditions. The Commission may impose conditions on the approval in order to achieve the purposes and objectives of the Zoning Ordinance. Such conditions will be made part of the findings.

2. Commitments. The Plan Commission may also accept voluntary commitments from the owner. Any such commitments will be included in the findings and must be in a written form acceptable to the Commission. These written commitments must be recorded at the expense of the applicant.

3. Performance Guarantee. The Plan Commission may require the applicant to provide and furnish the County with a performance guarantee in the form

of a performance bond, maintenance bond, irrevocable letter of credit or other surety in a form and amount determined by the Commission to ensure the completion of roads, streets, stormwater, utilities, landscaping or other features of the development.

H. Waivers. The Plan Commission may grant a waiver of a development standard as a component of its review for the following standards:

1. Landscape Design; and
2. Building materials.

I. Effect of Approval. The approval of a development plan shall not authorize the establishment or extension of any use or the development, construction, reconstruction, alteration or moving of any building or structure. The approval merely authorizes the preparation, filing, and processing of applications for any permits or approvals that may be required by this Ordinance or any other ordinance or law. Furthermore, the approval only authorizes the particular construction or development for which it was approved and will automatically expire and cease to be valid if the construction or development exceeds the terms or conditions of the approval. Prior to the issuance of an improvement location permit, the applicant will participate in a pre-construction meeting with the Zoning Administrator in order to determine whether all conditions of the approval have been satisfied.

J. Expiration of Approval. The applicant must obtain an improvement location permit within one year of the date of approval of the development plan. After one year, the approval will expire. The Plan Commission may, for good cause shown and after a public hearing, extend the effectiveness of its approval for a period of not more than six (6) months.

True RX Pharmacy Services Agreement

Monday, December 14, 2020 1:53 PM

TRUE RX

Business Associate Agreement

County of Montgomery, Indiana

This Business Associate Agreement ("**Agreement**") is made and entered this Second of November, 2020 hereinafter referred to as the "**Effective Date**", by and between **True Rx Management Services, Inc.**, with primary offices located at 7 Williams Bros. Drive, Washington, Indiana 47501 ("**Business Associate**") and **County of Montgomery, Indiana** with primary offices located at **100 East Main Street, Crawfordville, IN 47933** ("**Covered Entity**") (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Business Associate will provide certain management and administrative services to Covered Entity that may require the disclosure of certain protected health information ("PHI"), which must be maintained confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (the "Security Rule") (collectively, the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5; and

WHEREAS, pursuant to the HIPAA Regulations and the HITECH Act, Covered Entity and Business Associate must agree in writing to comply with certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to comply with the HIPAA Regulations and the HITECH Act, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in the HIPAA Regulations and the HITECH Act, as amended.

2. **Services Agreements.**

2.1. Existing Services Agreements. Covered Entity and Business Associate are parties to the following Services Agreements executed prior to the Effective Date and currently in effect (if any):

Agreement:	Services:	Date of Agreement:
Pharmacy Services Agreement	Prescription Benefit Management	1/1/2021

All existing Services Agreements between the Parties are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

2.2 **Use and Disclosure of PHI to Provide Services.** Business Associate will not use or further disclose PHI other than: (i) as permitted or required by the terms of the Services Agreement or this Agreement; (ii) as required by law; or (iii) as expressly permitted by HIPAA or the HITECH Act. Except as otherwise provided herein, Business Associate may make any and all uses or disclosures of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses or disclosures not authorized by this Agreement are prohibited.

3. **Additional Business Associate Activities.** Except as otherwise provided in this Agreement, Business Associate may also:

3.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

3.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate. Business Associate represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws; and (ii) Business Associate will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement.

3.3 Aggregate Covered Entity's PHI in Business Associate's possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to its Health Care Operations, as such term is defined in the Privacy Rule. Business Associate will not disclose the PHI obtained from Covered Entity to another covered entity absent written authorization from Covered Entity.

3.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. § 164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

4. **Business Associate Covenants.**

4.1 **Appropriate Safeguards.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI or access to ePHI, other than as provided for by this Agreement. For ePHI, appropriate safeguards means all the safeguards of the Security Rule and shall include the technologies and methodologies prescribed by the Secretary of HHS in 74 Fed Reg. 42740 (August 24, 2009), as amended from time to time.

4.2 **Full Compliance with Security Rule.** Business Associate shall comply with all standards and implementation specifications set out in 45 C.F.R. §§ 164.309, 164.310, 164.312, and 164.316, to ensure protection of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity.

4.3 **Minimum Necessary.** Business Associate may only use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement; and may not use or further disclose PHI except as permitted under this Agreement, the Privacy Rule, and applicable state law, each as amended from time to time.

4.4 **Reporting of Unauthorized Uses or Disclosures of PHI.**

4.4.1 Upon discovering a Breach of Unsecured PHI, Business Associate agrees to notify Covered Entity immediately, but in no event later than twenty (20) days from the date the Breach of Unsecured PHI is discovered by Business Associate in order that Covered Entity may comply with the notice and other requirements under the HIPAA Regulations and the HITECH Act. In accordance with 45 C.F.R. § 164.410, a Breach of Unsecured PHI shall be treated as discovered as of the first day on which such breach is known to Business Associate, or an employee, officer or other agent of Business Associate, or should reasonably have been known to such Business Associate. Notice regarding Breaches of Unsecured PHI must contain: (i) the subject of the PHI (i.e., patient name or identifier); (ii) a description of what happened; (iii) the date of the Breach and date of Discovery; (iv) a description of the types of unsecured PHI involved in the Breach; (v) the steps the individuals should take to protect themselves from potential harm resulting from the Breach; (vi) a brief description of what Business Associate is doing or will do to investigate and mitigate loss as a result of the Breach and to protect against any further Breaches; and (vii) the contact information and procedures for individuals to obtain additional information.

4.4.2 Business Associate will monitor for attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in Business Associate's information system ("Security Incident"). Business Associate will report any successful Security Incident rising to the level of a Breach to Covered Entity in accordance with Section 4.4.1. Business Associate will log all attempted but unsuccessful Security Incidents and report to the Covered Entity upon request, but at least annually, in accordance with 45 C.F.R. § 164.314.

4.5 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI.

4.6 **Subcontractors and Agents.** Business Associate agrees to require that any subcontractors or agents to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information under this Agreement, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by Business Associate or such third party in connection with this Agreement.

4.7 **Policies and Procedures.** Business Associate will comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities.

4.8 **Patient Privacy Rights.** Business Associate will provide the rights of access, amendment, and accounting as set forth in Sections 6, 7, and 8.

4.9 **Marketing, Fundraising and Sale of PHI.** Business Associate shall not: (i) use or disclose PHI for fundraising or marketing purposes unless expressly permitted by Covered Entity, and in accordance with § 13406(a) of the HITECH Act; or (ii) disclose PHI to a health plan for payment or health care operations purposes if the individual has requested a restriction on uses and disclosures of PHI for marketing and/or fundraising activities and paid out of pocket in full for the health care item or services to which the PHI solely relates; or (iii) directly or indirectly receive remuneration in exchange for PHI, including sale of Electronic Health Records ("EHR"), except with the prior written consent of Covered Entity and as permitted by the HIPAA Regulations or the HITECH Act.

5. **Covered Entity Covenants.** Covered Entity covenants to notify Business Associate within five (5) business days of receipt of any material limitations to the consents or authorizations obtained by Covered Entity from individuals, or any other restrictions on the use or disclosure of PHI as agreed to by Covered Entity.

6. **Access to PHI.** Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the Privacy Rule, Business Associate shall make available to Covered Entity, or the individual to whom such PHI relates, or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524 and §13405(e) of the HITECH Act, and any regulations promulgated thereunder. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

7. **Amendment of PHI.** Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Business Associate or others to the detriment of the individual who is the subject of the PHI to be amended. The obligation in this Section 7 shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record Set.

8. **Accounting for Disclosures of PHI.** Within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten

(10) business days, forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate also agrees to comply with the requirements for disclosure of PHI from an EHR, as set out in §13405(c) of the HITECH Act and any regulations promulgated thereunder, as when applicable.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. The information also shall include any additional information required under §13405(c) of the HITECH Act and any regulations.

9. Access to Books and Records Regarding PHI. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and the HITECH Act.

10. Disposition of PHI Upon Termination. Business Associate will, at termination or expiration of the Services Agreement or this Agreement, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity which Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. Business Associate shall destroy all PHI and ePHI in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, Business Associate will notify Covered Entity of such event in writing, and will thereupon extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

11. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party:

(i) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws;

(ii) that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder;

(iii) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement; and

(iv) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

12. Term. Unless otherwise terminated as provided in Section 13, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

13. Termination.

13.1 Generally. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such termination or expiration in accordance with Section 14.

13.2 Termination by Parties. Either Party may immediately terminate this Agreement, the Services Agreement and any related agreements if that Party ("Non-Breaching Party") makes the determination that

the other Party ("Breaching Party") has breached a material term of this Agreement, or is engaging in a pattern of activity or practice that violates this Agreement. Alternatively, Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of the existence of the breach and provide Breaching Party with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Breaching Party shall cure said breach to the satisfaction of Non-Breaching Party within an additional fifteen (15) days. Failure by Breaching Party to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of this Agreement and the Services Agreement by Non-Breaching Party. If termination is not feasible, Non-Breaching Party has the right to report the problem to the Secretary of HHS.

14. Effect of Termination. Upon termination pursuant to Section 13, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(i), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy all PHI, Business Associate will notify Covered Entity in writing. Such notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

15. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI in Business Associates possession or control. Business Associate will cooperate with Covered Party, at Covered Party's sole expense, in mitigating, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI in Client's possession or control.

16. Change of Law. The parties acknowledge that the HIPAA Regulations and the HITECH Act may be modified from time to time. The parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. Upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 16.

17. Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect, or as amended, and for which compliance is required.

18. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

19. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

20. Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: True Rx Management Services
7 Williams Bros Dr.
Washington, IN 47501
ATTN: Jesse McDonald

Covered Entity: County of Montgomery, Indiana
100 East Main Street
Crawfordsville, IN 47933
ATTN: Tom Klein

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

21. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

22. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. In the event that the Parties are unable to resolve such matters the Parties agree that any necessary litigation shall be commenced with the Federal District Court for the Southern District of Indiana sitting in Evansville, Indiana and any none federal law issues shall be litigated in the Daviess Circuit Court, sitting in Washington, Indiana.

23. **Corporate/Entity Authority.** The undersigned Person or Persons executing this Agreement on behalf of the corporate parties or other legal entities to this Agreement, represent and certify that they are duly elected or appointed Officers or Representatives of said corporation or entities, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken.

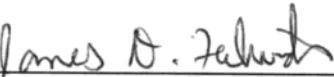
24. **Survivability.** In the event that any particular provision of this Agreement is found to be invalid or unenforceable, said finding does not invalidate or affect all other provisions of this Agreement.

25. **LIMITATION OF LIABILITY. EXCEPT FOR FRAUD AND INTENTIONAL MISREPRESENTATIONS, NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES, COSTS, EXPENSES, CHARGES OR CLAIMS.**

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date.

– County of Montgomery, Indiana

– True Rx Management Services

By: 

Name:

Title:

Date:

By: _____

Jesse McDonald

Chief Operating Officer

Date:

Approve Annual Highway Bid - Green

Monday, December 14, 2020 1:51 PM

The Highway Department will present their recommendation regarding this bid. It was received on time but was not opened with the other bids.

Holladay Properties Marketing Agreement

Monday, December 14, 2020 1:51 PM

Agreement to be provided via separate email

Award Bridge 79 Project

Tuesday, December 15, 2020 9:49 AM



ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1965

OFFICERS
William E. Hall, PE
Dave Richter, PE, PLS
Steven W. Jones
Christopher R. Pope, PE
B. Keith Bryant, PE
Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE
Devin L. Stettler, AICP
Michael S. Oliphant, AICP
E. Rachelle Pemberton, PE
Timothy J. Coomes, PLS
Jon E. Clodfelter, PE
Steven R. Passey, PE
Brian J. Pierson, PE
Christopher L. Hammond, PE
Paul D. Glotzbach, PE
Brian S. Frederick, PE
Jay N. Ridens, PE
Christopher J. Dyer, PE
Jeromy A. Richardson, PE
Heather E. Kilgour, PE
Adam J. Greulich, PLS
Caleb C. Ross, PE
Dann C. Barrett, PE
Scott G. Minnich, PE
Michael D. Farrell, CPA
Jim R. Lesh, PE
Nicholas J. Kocher, PE
Kelton S. Cunningham, PE
Braun S. Rodgers, PE
Chris J. Andrzejewski, PE
Greg J. Broz, PE
Abigail Browder, PE
Joshua D. Gonya, PE
Brian S. Haeffiger, PE
Ricardo Paredes, PE
Ian A.R. Scott, PE
Rob B. Iversen, PE
Jeffrey E. Lazzell, PE
Thomas Polster, PE
John SanGiorgio, PE
Ashley Leonard, CPA

www.ucindy.com
(317) 895-2585
8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250

November 6, 2020

Mr. James Peck, P.E.
Montgomery County Engineer
Montgomery County
110 West South Boulevard
Crawfordsville, IN 47933

RE: **Bid Tabulation and Project Award Recommendation**
Montgomery County Bridge No. 79

Dear Mr. Peck:

United Consulting has tabulated, reviewed and certified the bids received on October 26, 2020, for the above referenced project. A copy of the certified Bid Tabulation is enclosed. Each bid was reviewed for consistency with the bid submittal requirements and specified bidding procedures.

A total of five bids were received for the project ranging from \$1,442,000.00 to \$2,077,000.00. The Engineers Estimate was \$1,397,167.75. Milestone Contractors, L.P. of, Lafayette, Indiana, submitted the apparent low bid of \$1,442,000.00. This bid is \$39,000 (2.7%) lower than the second lowest bid received from White Construction, LLC of Clinton, Indiana.

Each bid package was reviewed in detail to confirm all necessary paperwork had been completed and submitted in accordance with the Contract Bid Documents with any exceptions noted on the Bid Tabulation. The paperwork was completed and submitted properly for the following five bidders: Calumet Civil Contractors, Inc., Duncan Robertson, Inc., HIS Constructors, Inc., Milestone Contractors, L.P., and White Construction, LLC.

In conclusion, we have confirmed that Milestone Contractors, L.P. has satisfied all bid requirements of the project and recommend award of the Montgomery Bridge No. 79 replacement project to Milestone Contractors, L.P. in the amount of \$1,442,000.00 as the lowest responsible and responsive bidder.

We appreciate the opportunity to work with Montgomery County and look forward to assisting the successful implementation of the project. If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING *SEC*

Nicholas J. Kocher

Nick J. Kocher, P.E.
Project Manager

Enclosures

c: File 19-201

ITEMIZED PROPOSAL
MONTGOMERY COUNTY BRIDGE NO. 79 - COUNTY ROAD 100 WEST OVER BLACK CREEK
BRIDGE REPLACEMENT AND ROADWAY REALIGNMENT

ITEM No.	DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		Calhoun Civil Contractors, Inc.		Duncan Robertson, Inc.		IBS Constructors, Inc.		Milestone Contractors, L.P.		White Constructors, LLC	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	CONSTRUCTION ENGINEERING	LS	1	\$38,000.00	\$38,000.00	\$25,000.00	\$25,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$35,277.90	\$35,277.90	\$31,981.62	\$31,981.62
2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$64,000.00	\$64,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$71,000.00	\$71,000.00	\$70,000.00	\$70,000.00
3	CLEARING RIGHT OF WAY	LS	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$91,000.00	\$91,000.00	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00
4	PRESENT STRUCTURE REMOVE	LS	1	\$30,000.00	\$30,000.00	\$244,066.93	\$244,066.93	\$100,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00
5	SIGN REMOVE	EACH	4	\$90.00	\$360.00	\$130.00	\$520.00	\$25.00	\$100.00	\$105.00	\$420.00	\$25.00	\$100.00	\$20.00	\$80.00
6	REPAIRING WALL REMOVE	LFT	235	\$33.00	\$7,755.00	\$44.50	\$10,457.50	\$12.00	\$2,820.00	\$65.00	\$15,275.00	\$20.00	\$4,700.00	\$40.00	\$9,400.00
7	EXCAVATION, COMMON	CYS	1300	\$40.00	\$52,000.00	\$20.00	\$26,000.00	\$15.00	\$19,500.00	\$31.00	\$40,300.00	\$17.00	\$22,100.00	\$10.00	\$99,200.00
8	EXCAVATION, WATERWAY	CYS	478	\$11.00	\$5,262.00	\$28.00	\$13,324.00	\$40.00	\$19,640.00	\$27.00	\$12,846.00	\$14.00	\$6,498.00	\$35.00	\$16,730.00
9	STORM WATER MANAGEMENT BUDGET	CYS	9920	\$27.00	\$267,840.00	\$104.77	\$1,047,771.60	\$20.00	\$19,950.00	\$35.00	\$343,800.00	\$50.00	\$499,600.00	\$17.00	\$167,300.00
10	SWEEP PREPARATION AND IMPLEMENTATION, LEVEL 1	DOL	20000	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
11	STORM WATER MANAGEMENT BUDGET	DOL	20000	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00	\$1.00	\$20,000.00
12	EXCAVATION, FOUNDATION, UNCLASSIFIED	LS	1	\$39,500.00	\$39,500.00	\$32,000.00	\$32,000.00	\$48,000.00	\$48,000.00	\$16,471.48	\$16,471.48	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
13	SURGRADE TREATMENT, TYPE I	CYS	570	\$50.00	\$28,500.00	\$55.38	\$31,551.60	\$20.00	\$11,400.00	\$34.00	\$19,380.00	\$50.00	\$28,500.00	\$25.00	\$14,375.00
14	SURGRADE TREATMENT, TYPE II	CYS	170	\$22.00	\$3,740.00	\$27.00	\$4,590.00	\$15.00	\$2,550.00	\$13.00	\$2,210.00	\$20.00	\$3,400.00	\$20.00	\$3,400.00
15	BORROW	CYS	3796	\$25.00	\$94,900.00	\$30.00	\$113,880.00	\$25.00	\$94,900.00	\$18.00	\$66,328.00	\$17.00	\$64,532.00	\$25.00	\$84,900.00
16	AGGREGATE FOR END BENT BACKFILL	CYS	237	\$37.00	\$8,769.00	\$34.00	\$8,058.00	\$50.00	\$18,500.00	\$45.00	\$10,665.00	\$40.00	\$16,400.00	\$50.00	\$11,850.00
17	STRUCTURE BACKFILL, TYPE 2	CYS	337	\$62.00	\$20,834.00	\$63.16	\$21,284.92	\$90.00	\$30,330.00	\$93.00	\$31,341.00	\$110.00	\$37,070.00	\$100.00	\$33,700.00
18	COMPACTED AGGREGATE NO. 53	CYS	56	\$50.00	\$2,800.00	\$58.00	\$3,248.00	\$90.00	\$5,040.00	\$24.00	\$1,344.00	\$60.00	\$3,600.00	\$60.00	\$3,600.00
19	DENSE GRADED SUBBASE	CYS	154	\$70.00	\$10,780.00	\$80.00	\$12,320.00	\$75.00	\$11,550.00	\$91.00	\$13,994.00	\$80.00	\$12,320.00	\$90.00	\$10,720.00
20	COMPACTED AGGREGATE NO. 53	CYS	48	\$83.00	\$3,984.00	\$85.64	\$4,110.72	\$100.00	\$4,800.00	\$61.00	\$4,368.00	\$110.00	\$5,280.00	\$90.00	\$4,320.00
21	COMPACTED AGGREGATE NO. 53	TON	570	\$35.00	\$19,950.00	\$43.00	\$24,510.00	\$50.00	\$28,500.00	\$29.00	\$16,530.00	\$30.00	\$17,100.00	\$30.00	\$17,100.00
22	MILLING, ASPHALT, 1 1/2 IN.	SYS	307	\$11.00	\$3,377.00	\$22.00	\$6,754.00	\$10.00	\$3,070.00	\$12.00	\$3,684.00	\$12.00	\$3,684.00	\$6.00	\$1,842.00
23	MILLING, TRANSITION	SYS	239	\$16.00	\$3,824.00	\$26.00	\$6,216.00	\$10.00	\$3,070.00	\$9.00	\$2,151.00	\$12.00	\$3,684.00	\$6.00	\$1,434.00
24	DOQA-HMA, 2 1/4 SURFACE 5.5 mm	TON	316	\$115.00	\$36,340.00	\$95.00	\$30,020.00	\$105.00	\$33,180.00	\$127.00	\$40,132.00	\$125.00	\$39,500.00	\$80.00	\$25,280.00
25	DOQA-HMA, 2 1/4 INTERMEDIATE, 10.0 mm	TON	460	\$95.00	\$43,300.00	\$95.00	\$43,700.00	\$100.00	\$46,000.00	\$62.00	\$28,920.00	\$70.00	\$32,200.00	\$70.00	\$32,200.00
26	DOQA-HMA, 2 1/4 BASE, 18.0 mm	TON	562	\$98.00	\$55,076.00	\$87.00	\$48,894.00	\$95.00	\$53,300.00	\$78.00	\$43,836.00	\$75.00	\$42,150.00	\$70.00	\$39,340.00
27	JOINT ADHESIVE, SURFACE	LFT	1458	\$0.85	\$1,239.30	\$0.45	\$656.10	\$0.50	\$729.00	\$0.30	\$437.40	\$0.25	\$364.50	\$0.20	\$291.60
28	JOINT ADHESIVE, INTERMEDIATE	LFT	1420	\$1.00	\$1,420.00	\$0.45	\$639.00	\$0.50	\$729.00	\$0.30	\$437.40	\$0.25	\$364.50	\$0.20	\$291.60
29	LIQUID ASPHALT SEALANT	LFT	1458	\$0.50	\$729.00	\$0.45	\$656.10	\$0.50	\$729.00	\$0.30	\$437.40	\$0.25	\$364.50	\$0.20	\$291.60
30	ASPHALT FOR TACK COAT	SYS	6966	\$0.25	\$1,741.50	\$0.70	\$4,876.20	\$0.50	\$3,483.00	\$0.12	\$835.92	\$0.10	\$696.66	\$0.01	\$14.58
31	GUARDRAIL REMOVE	LFT	140	\$10.00	\$1,400.00	\$21.00	\$2,940.00	\$12.00	\$1,680.00	\$12.00	\$1,680.00	\$11.00	\$1,540.00	\$11.00	\$1,540.00
32	GUARDRAIL END TREATMENT, TOS-1	EACH	4	\$1,100.00	\$4,400.00	\$1,400.00	\$5,600.00	\$1,075.00	\$4,300.00	\$86.00	\$342.00	\$1,000.00	\$4,000.00	\$878.00	\$3,912.00
33	GUARDRAIL END TREATMENT, OS	EACH	4	\$2,950.00	\$11,800.00	\$3,050.00	\$12,200.00	\$3,375.00	\$13,500.00	\$3,100.00	\$12,400.00	\$3,100.00	\$12,400.00	\$3,070.00	\$12,280.00
34	GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING	LFT	50	\$22.00	\$1,100.00	\$22.00	\$1,100.00	\$24.00	\$1,200.00	\$44.00	\$1,760.00	\$22.00	\$1,100.00	\$22.00	\$1,100.00
35	REINFORCED CONCRETE BRIDGE APPROACH, 10 IN.	SYS	150	\$125.00	\$18,750.00	\$162.12	\$24,318.00	\$150.00	\$22,500.00	\$141.00	\$21,150.00	\$160.00	\$24,000.00	\$135.00	\$20,250.00
36	HMA FOR APPROACHES, TYPE B	TON	92	\$170.00	\$15,640.00	\$110.00	\$10,120.00	\$120.00	\$11,040.00	\$142.00	\$13,064.00	\$140.00	\$12,880.00	\$75.00	\$6,900.00
37	PCCP FOR APPROACHES, 6 IN.	SYS	134	\$66.00	\$8,844.00	\$60.00	\$8,040.00	\$75.00	\$10,050.00	\$125.00	\$16,750.00	\$65.00	\$8,710.00	\$80.00	\$10,720.00
38	MALEBOX ASSEMBLY, SINGLE RESET	EACH	11	\$255.00	\$2,805.00	\$225.00	\$2,475.00	\$270.00	\$2,970.00	\$250.00	\$2,750.00	\$250.00	\$2,750.00	\$247.00	\$2,717.00
39	RRRMP CLASS 1	TON	620	\$59.00	\$36,580.00	\$59.56	\$36,927.20	\$75.00	\$46,500.00	\$95.00	\$62,700.00	\$100.00	\$69,000.00	\$60.00	\$37,200.00
40	RRRMP REINFORCEMENT	TON	50	\$67.00	\$3,350.00	\$75.50	\$3,775.00	\$45.00	\$2,025.00	\$72.00	\$2,760.00	\$55.00	\$2,750.00	\$60.00	\$3,000.00
41	GEOTEXTILE FOR RRRMP TYPE 1A	SYS	877	\$3.00	\$2,631.00	\$4.00	\$3,508.00	\$3.50	\$3,067.50	\$2.15	\$1,865.55	\$2.50	\$2,125.00	\$3.00	\$2,631.00
42	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	2	\$500.00	\$1,000.00	\$450.00	\$900.00	\$485.00	\$970.00	\$450.00	\$900.00	\$450.00	\$900.00	\$450.00	\$900.00
43	FERTILIZER	TON	1	\$700.00	\$700.00	\$950.00	\$950.00	\$1,050.00	\$1,050.00	\$990.00	\$990.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00
44	SEED MIXTURE R	LBS	498	\$5.00	\$2,490.00	\$4.74	\$2,361.04	\$5.00	\$2,490.00	\$5.00	\$2,490.00	\$5.00	\$2,490.00	\$4.74	\$2,361.04
45	MULCHING MATERIAL	TON	5	\$450.00	\$2,250.00	\$540.00	\$2,700.00	\$595.00	\$2,975.00	\$545.00	\$2,725.00	\$540.00	\$2,700.00	\$540.00	\$2,700.00
46	TEST FILE INDICATOR, PRODUCTION	LFT	120	\$76.00	\$9,120.00	\$80.20	\$9,624.00	\$45.00	\$5,400.00	\$95.00	\$11,400.00	\$75.00	\$9,000.00	\$135.03	\$16,203.60
47	TEST FILE DYNAMIC, RETRAINE	EACH	2	\$2,500.00	\$5,000.00	\$1,510.63	\$3,021.26	\$2,000.00	\$4,000.00	\$5,150.00	\$10,300.00	\$1,300.00	\$2,600.00	\$1,750.00	\$3,500.00
48	PILE STEEL, PILE, 0.32 IN. 14 IN.	LFT	900	\$56.00	\$50,400.00	\$76.27	\$68,643.00	\$45.00	\$40,500.00	\$91.00	\$81,900.00	\$60.00	\$54,000.00	\$75.00	\$67,500.00
49	CONCRETE PILE, 14 IN.	EACH	20	\$295.00	\$5,900.00	\$250.76	\$5,015.20	\$300.00	\$7,000.00	\$245.00	\$4,900.00	\$250.00	\$5,000.00	\$110.00	\$2,200.00
50	CONCRETE C. SUBSTRUCTURE	CYS	16783	\$1.15	\$19,297.50	\$1.14	\$19,156.20	\$1.15	\$19,297.50	\$1.15	\$19,297.50	\$1.15	\$19,297.50	\$1.15	\$19,297.50
51	REINFORCING BARS, EPOXY COATED	LBS	45793	\$1.15	\$52,661.95	\$1.13	\$51,746.69	\$1.50	\$68,680.50	\$1.25	\$57,241.25	\$1.00	\$46,793.00	\$1.30	\$59,530.90
52	THREADED TIE BAR ASSEMBLY, EPOXY COATED	EACH	26	\$30.00	\$780.00	\$37.38	\$971.88	\$45.00	\$1,170.00	\$48.00	\$1,248.00	\$35.00	\$910.00	\$35.00	\$910.00
53	CONCRETE C. SUPERSTRUCTURE	CYS	171	\$1,650.00	\$2,821.50	\$1,199.83	\$2,062.66	\$1,250.00	\$96,375.00	\$1,250.00	\$96,375.00	\$1,400.00	\$1,960.00	\$1,900.00	\$1,900.00
54	ROLLING, STEEL, TS-1	LFT	163	\$70.00	\$11,410.00	\$98.00	\$16,174.00	\$70.00	\$11,410.00	\$75.00	\$12,225.00	\$64.00	\$10,432.00	\$64.00	\$10,432.00
55	STRUCTURAL MEMBER, CONCRETE, 45 IN. X 16 IN.	LFT	296	\$365.00	\$108,040.00	\$263.91	\$78,135.36	\$500.00	\$148,000.00	\$295.00	\$87,320.00	\$350.00	\$123,600.00	\$500.00	\$148,000.00
56	SURFACE SEAL	LS	1	\$3,500.00	\$3,500.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$19,000.00	\$19,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
57	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	186	\$52.00	\$9,672.00	\$72.50	\$13,485.00	\$25.00	\$4,650.00	\$60.00	\$11,100.00	\$55.00	\$10,230.00	\$50.00	\$9,300.00

ITEMIZED PROPOSAL
MONTGOMERY COUNTY BRIDGE NO. 79 - COUNTY ROAD 100 WEST OVER BLACK CREEK
BRIDGE REPLACEMENT AND ROADWAY REALIGNMENT

ITEM No.	DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE			Calmet Civil Contractors, Inc.			Duncan Robertson, Inc.			HIS Constructors, Inc.			Milestone Contractors, L.P.			White Constructors, L.L.C.		
				UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION	
57	PIPE END BENT DRAIN 6 IN.	LFT	100	\$15.00	\$1,500.00		\$38.90	\$3,890.00		\$10.00	\$1,000.00		\$5.00	\$500.00		\$30.00	\$3,000.00		\$25.00	\$2,500.00	
58	PIPE END SECTION DIAMETER 15 IN.	EACH	10	\$705.00	\$7,050.00		\$630.00	\$6,300.00		\$400.00	\$4,000.00		\$875.00	\$8,750.00		\$700.00	\$7,000.00		\$500.00	\$5,000.00	
59	GEOTEXTILE FOR UNDERDRAIN TYPE 2B	SYS	376	\$3.50	\$1,316.00		\$4.00	\$1,504.00		\$8.00	\$3,008.00		\$5.00	\$1,880.00		\$2.50	\$940.00		\$3.00	\$1,128.00	
60	ROAD CLOSURE SIGN ASSEMBLY	EACH	5	\$300.00	\$1,500.00		\$355.00	\$1,775.00		\$390.00	\$1,950.00		\$365.00	\$1,825.00		\$400.00	\$2,000.00		\$355.00	\$1,775.00	
61	DETOUR ROUTE MARKER ASSEMBLY	EACH	15	\$135.00	\$2,025.00		\$110.00	\$1,650.00		\$120.00	\$1,800.00		\$125.00	\$1,875.00		\$120.00	\$1,800.00		\$110.00	\$1,650.00	
62	CONSTRUCTION SIGN A	EACH	7	\$205.00	\$1,435.00		\$148.00	\$1,036.00		\$165.00	\$1,155.00		\$155.00	\$1,085.00		\$160.00	\$1,120.00		\$148.00	\$1,036.00	
63	MAINTAINING TRAFFIC	LS	1	\$20,000.00	\$20,000.00		\$209,439.33	\$209,439.33		\$15,000.00	\$15,000.00		\$38,000.00	\$38,000.00		\$35,000.00	\$35,000.00		\$25,000.00	\$25,000.00	
64	BARRICADE IIIA	LFT	48	\$15.00	\$720.00		\$14.00	\$672.00		\$15.00	\$720.00		\$18.00	\$864.00		\$15.00	\$720.00		\$14.00	\$672.00	
65	BARRICADE IIIB	LFT	72	\$12.00	\$864.00		\$14.00	\$1,008.00		\$15.00	\$1,080.00		\$18.00	\$1,296.00		\$15.00	\$1,080.00		\$14.00	\$1,008.00	
66	SIGN POST SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	16	\$21.00	\$336.00		\$24.00	\$384.00		\$27.00	\$432.00		\$28.00	\$448.00		\$25.00	\$400.00		\$24.50	\$392.00	
67	SIGN PANEL WITH LEGEND	SFT	17	\$20.00	\$340.00		\$25.00	\$425.00		\$33.00	\$561.00		\$35.00	\$595.00		\$35.00	\$595.00		\$30.50	\$518.50	
68	SIGN GROUND MOUNTED RESET	EACH	2	\$225.00	\$450.00		\$400.00	\$800.00		\$320.00	\$640.00		\$305.00	\$610.00		\$200.00	\$400.00		\$291.00	\$582.00	
69	LINE PAINT SOLID WHITE 4 IN.	LFT	2900	\$1.00	\$2,900.00		\$0.25	\$725.00		\$0.28	\$812.00		\$0.30	\$870.00		\$0.25	\$725.00		\$0.25	\$725.00	
70	LINE PAINT SOLID YELLOW 4 IN.	LFT	2900	\$1.00	\$2,900.00		\$0.25	\$725.00		\$0.28	\$812.00		\$0.30	\$870.00		\$0.25	\$725.00		\$0.25	\$725.00	
ENGINEERS ESTIMATE				TOTAL BID: \$1,397,167.75			Calmet Civil Contractors, Inc.			Duncan Robertson, Inc.			HIS Constructors, Inc.			Milestone Contractors, L.P.			White Constructors, L.L.C.		
				TOTAL BID: \$2,077,000.00			TOTAL BID: \$1,784,141.10			TOTAL BID: \$1,707,800.00			TOTAL BID: \$1,442,000.00			TOTAL BID: \$1,481,000.00					

DIFFERENCE FROM SECOND LOWEST BID: (\$39,000.00)
 % DIFFERENCE FROM SECOND LOWEST BID: -2.7%

Approve Agreement

Tuesday, December 15, 2020 9:50 AM

AGREEMENT

THIS AGREEMENT, made and entered into by and between Montgomery County, Indiana, by its Board of County Commissioners, as party of the first part, hereinafter called the Owner, and

Milestone Contractors, L.P.

as party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the CONTRACTOR to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

**BRIDGE NO. 79
COUNTY ROAD 100 WEST OVER BLACK CREEK
MONTGOMERY COUNTY, INDIANA**

according to the plans and specification on file in the office of the Montgomery County Auditor and any supplemental or special provisions set or referred to in the CONTRACTOR's attached bid, and hereby agrees to pay the CONTRACTOR for the actual amount of such work done and materials in place, as measured by the Owner or their duly authorized representative at the Unit Prices stated in the CONTRACTOR's attached itemized proposal dated October 26, 2020, which sums the CONTRACTOR agrees to accept in full payment for such work, and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the CONTRACTOR, together with the plans and specification, herein designated and referred to, are hereby made a part of the contract, the same as if herein fully set forth:

That the contract amounts may be paid to the CONTRACTOR upon progress estimated of completed work prepared by the Owner, but progress payments shall not exceed ninety percent (90%) of any such estimates less than the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the CONTRACTOR for labor performed and materials furnished, or other services rendered in the carrying forward, performing and completing of this contract, and which estimate shall also be subject to the provisions of the standard specifications on file in the offices of the said County Auditor and made a part thereof;

That before any final estimate is paid to the CONTRACTOR, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the Owner from this final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness, is settled; and that no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the specifications.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this 26th day of October, 2020.



Signature Kenneth M. Walker

Director of Estimating

Title

Milestone Contractors, L.P.

Firm Name

APPROVED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, INDIANA

Jim Fulwider, President

John Frey, Vice President

Dan Guard, Member



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 /2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date: OCTOBER 26, 2020

1. Governmental Unit (Owner): BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA
2. County: MONTGOMERY
3. Bidder (Firm): MILESTONE CONTRACTORS, L.P.
Address: 3301 SOUTH CR 460 EAST
City/State: LAFAYETTE, INDIANA 47905
4. Telephone Number: (765) 772-7500
5. Agent of Bidder (if applicable): KENNETH M. WALKER

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA (Governmental Unit) in accordance with plans and specifications prepared by UNITED CONSULTING and dated 09/22/2020 for the sum of SEE ATTACHED BID PROPOSAL FORM \$

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of the units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

PROPOSAL

To the Board of County Commissioners of Montgomery County, of the State of Indiana; hereinafter referred to as *OWNER*:

***Bridge Replacement Project
Montgomery County Bridge No. 79
County Road 100 West over Black Creek***

Pursuant to the legal notice that sealed proposals for the above project would be received by the Board of County Commissioners of Montgomery County,

The undersigned hereby tenders this bid to construct the work in accordance with the plans, profiles, drawings, specifications, and all authorized revisions for this contract which are on file in the office of the Montgomery County Highway Department; and to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all material specified in the manner and at the time prescribed and under the supervision and direction of the *OWNER* or his duly authorized representative and pursuant to the terms of the *Performance Bond* and the *Payment Bond* in the amounts of not less than *One Hundred Percent* of the amount of the Proposal, for the unit prices given on the attached Itemized Proposal dated October 26, 2020.

Together with this PROPOSAL, the undersigned has:

- A. Filed an Itemized Proposal with a unit price and extension for each item listed, together with a total amount for all items, based upon the unique characteristics of this contract;
- B. Executed the Form No. 96 filed herewith;
- C. Filed a properly executed Bid Bond or certified check made payable to the Montgomery County Highway Department herewith in an amount greater than or equal to ten percent of the amount of this proposal;
- D. Executed the Non-Collusion affidavit filed herewith
- E. Executed the Legal Status of Bidder Form filed herewith;
- F. Filed a current Financial Statement herewith;
- G. Filed an Acknowledgment of Receipt of Addendum

If awarded the contract, the undersigned promises to prosecute the work so as to complete the contract within the time specified in the Special Provisions.

Witness our hands this 26th day of October, 2020.

Firm Name Milestone Contractors, L.P.

Address 3301 South 460 East

Lafayette, IN 47905

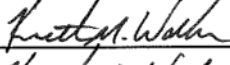
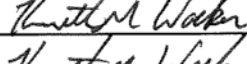
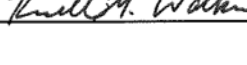
By: 
(Signature)

Name: Kenneth M. Walker
(Printed)

Title: Director of Estimating
(Printed)

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

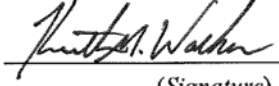
The CONTRACTOR acknowledges receipt of the following addenda, which are hereby made a part of this Construction Contract, as fully and effectually as if copied and set out herein in full length:

ADDENDUM No.	SIGNATURE	DATE
1		10/09/2020
2		10/15/2020
3		10/21/2020

Firm Name: Milestone Contractors, L.P.

Address: 3301 South 460 East

Lafayette, IN 47905

By: 
(Signature)

Name: Kenneth M. Walker
(Printed)

Title: Director of Estimating
(Printed)

ITEMIZED PROPOSAL
MONTGOMERY COUNTY BRIDGE NO. 79 - COUNTY ROAD 100 WEST OVER BLACK CREEK
BRIDGE REPLACEMENT AND ROADWAY REALIGNMENT

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	CONSTRUCTION ENGINEERING	LS	1	\$35,277.90	\$35,277.90
2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$71,000.00	\$71,000.00
3	CLEARING RIGHT OF WAY	LS	1	\$65,000.00	\$65,000.00
4	PRESERVE STRUCTURE, REMOVE	LS	1	\$45,000.00	\$45,000.00
5	SIGN, REMOVE	EACH	4	\$25.00	\$100.00
6	RETAINING WALL, REMOVE	LFT	235	\$20.00	\$4,700.00
7	EXCAVATION, COMMON	CYS	1300	\$17.00	\$22,100.00
8	BORROW	CYS	9920	\$14.00	\$138,880.00
9	EXCAVATION, WATERWAY	CYS	478	\$50.00	\$23,900.00
10	STORM WATER MANAGEMENT BUDGET	DOL	20000	\$1.00	\$20,000.00
11	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	LS	1	\$10,000.00	\$10,000.00
12	EXCAVATION, FOUNDATION, UNCLASSIFIED	CYS	170	\$50.00	\$8,500.00
13	SUBGRADE TREATMENT, TYPE II	SYS	555	\$20.00	\$11,100.00
14	SUBGRADE TREATMENT, TYPE IC	SYS	3796	\$17.00	\$64,532.00
15	B BORROW	CYS	237	\$40.00	\$9,480.00
16	AGGREGATE FOR END BENT BACKFILL	CYS	337	\$110.00	\$37,070.00
17	STRUCTURE BACKFILL, TYPE 2	CYS	56	\$60.00	\$3,360.00
18	COMPACTED AGGREGATE NO 53	CYS	154	\$80.00	\$12,320.00
19	DENSE GRADED SUBBASE	CYS	48	\$110.00	\$5,280.00
20	COMPACTED AGGREGATE NO. 53	TON	570	\$30.00	\$17,100.00
21	MILLING, ASPHALT, 1 1/2 IN.	SYS	307	\$12.00	\$3,684.00
22	MILLING, TRANSITION	SYS	239	\$12.00	\$2,868.00
23	QC/QA-HMA, 2.64, SURFACE, 9.5 mm	TON	316	\$125.00	\$39,500.00
24	QC/QA-HMA, 2.64, INTERMEDIATE, 19.0 mm	TON	460	\$80.00	\$36,800.00
25	QC/QA-HMA, 2.64, BASE, 19.0 mm	TON	562	\$75.00	\$42,150.00
26	JOINT ADHESIVE, SURFACE	LFT	1458	\$0.25	\$364.50
27	JOINT ADHESIVE, INTERMEDIATE	LFT	1420	\$0.25	\$355.00
28	LIQUID ASPHALT SEALANT	LFT	1458	\$0.25	\$364.50
29	ASPHALT FOR TACK COAT	SYS	6966	\$0.10	\$696.60
30	GUARDRAIL REMOVE	LFT	140	\$11.00	\$1,540.00

ITEMIZED PROPOSAL
MONTGOMERY COUNTY BRIDGE NO. 79 - COUNTY ROAD 100 WEST OVER BLACK CREEK
BRIDGE REPLACEMENT AND ROADWAY REALIGNMENT

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
31	GUARDRAIL, TRANSITION, TGS-1	EACH	4	\$1,000.00	\$4,000.00
32	GUARDRAIL, END TREATMENT, OS	EACH	4	\$3,100.00	\$12,400.00
33	GUARDRAIL, W-BEAM, 6 FT 3 IN. SPACING	LFT	50	\$22.00	\$1,100.00
34	REINFORCED CONCRETE BRIDGE APPROACH, 10 IN.	SYS	150	\$160.00	\$24,000.00
35	HMA FOR APPROACHES, TYPE B	TON	92	\$140.00	\$12,880.00
36	PCCP FOR APPROACHES, 6 IN.	SYS	134	\$65.00	\$8,710.00
37	MAILBOX ASSEMBLY, SINGLE RESET	EACH	11	\$250.00	\$2,750.00
38	RIPRAP, CLASS 1	TON	620	\$100.00	\$62,000.00
39	RIPRAP, REVETMENT	TON	50	\$55.00	\$2,750.00
40	GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	877	\$2.50	\$2,192.50
41	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	2	\$450.00	\$900.00
42	FERTILIZER	TON	1	\$1,000.00	\$1,000.00
43	SEED MIXTURE R	LBS	498	\$5.00	\$2,480.00
44	MULCHING MATERIAL	TON	5	\$540.00	\$2,700.00
45	TEST PILE, INDICATOR, PRODUCTION	LFT	120	\$75.00	\$9,000.00
46	TEST PILE, DYNAMIC, RESTRIKE	EACH	2	\$1,300.00	\$2,600.00
47	PILE, STEEL PIPE, 0.312 IN., 14 IN.	LFT	900	\$60.00	\$54,000.00
48	CONICAL PILE TIP, 14 IN.	EACH	20	\$250.00	\$5,000.00
49	CONCRETE, C, SUBSTRUCTURE	CYS	167.8	\$975.00	\$163,605.00
50	REINFORCING BARS, EPOXY COATED	LBS	45793	\$1.00	\$45,793.00
51	THREADED TIE BAR ASSEMBLY, EPOXY COATED	EACH	26	\$35.00	\$910.00
52	CONCRETE, C, SUPERSTRUCTURE	CYS	77.1	\$1,400.00	\$107,940.00
53	RAILING, STEEL TS-1	LFT	163	\$64.00	\$10,432.00
54	STRUCTURAL MEMBER, CONCRETE, I-BEAM, 45 IN. X 16 IN.	LFT	296	\$350.00	\$103,600.00
55	SURFACE SEAL	LS	1	\$500.00	\$500.00
56	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	186	\$55.00	\$10,230.00
57	PIPE, END BENT DRAIN, 6 IN.	LFT	100	\$30.00	\$3,000.00
58	PIPE END SECTION, DIAMETER 15 IN.	EACH	10	\$700.00	\$7,000.00
59	GEOTEXTILE FOR UNDERDRAIN, TYPE 2B	SYS	376	\$2.50	\$940.00
60	ROAD CLOSURE SIGN ASSEMBLY	EACH	5	\$400.00	\$2,000.00

ITEMIZED PROPOSAL
MONTGOMERY COUNTY BRIDGE NO. 79 - COUNTY ROAD 100 WEST OVER BLACK CREEK
BRIDGE REPLACEMENT AND ROADWAY REALIGNMENT

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
61.	DETOUR ROUTE MARKER ASSEMBLY	EACH	15	\$120.00	\$1,800.00
62.	CONSTRUCTION SIGN, A	EACH	7	\$160.00	\$1,120.00
63.	MAINTAINING TRAFFIC	LS	1	\$35,000.00	\$35,000.00
64.	BARRICADE, III-A	LFT	48	\$15.00	\$720.00
65.	BARRICADE, III-B	LFT	72	\$15.00	\$1,080.00
66.	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	16	\$25.00	\$400.00
67.	SIGN, PANEL, WITH LEGEND	SFT	17	\$35.00	\$595.00
68.	SIGN GROUND MOUNTED RESET	EACH	2	\$200.00	\$400.00
69.	LINE, PAINT, SOLID, WHITE, 4 IN.	LFT	2900	\$0.25	\$725.00
70.	LINE, PAINT, SOLID, YELLOW, 4 IN.	LFT	2900	\$0.25	\$725.00

TOTAL BID: **\$1,442,000.00**SUBMITTED BY: Milestone Contractors, L.P.

SIGNATURE: *Kenneth M. Walker* Kenneth M. Walker
 TITLE: Director of Estimating
 ADDRESS: 3301 S. 460 E., Lafayette, IN 47905

ACCEPTANCE

The above bid is accepted this _____ day of _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – (IC 36-1-12-4))

Governmental Unit: BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA

Bidder (Firm): MILESTONE CONTRACTORS, L.P.

Date (month, day, year): 10/26/2020

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$9,997,000.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-37492-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$6,583,677.66	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39977-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$4,576,500.00	ROAD CONSTRUCTION	2019	ANDERSON MUNICIPAL AIRPORT, RUNWAY 12-30 REHABILITATION, 282 AIRPORT RD., ANDERSON, IN
\$60,837,502.00	ROAD CONSTRUCTION	2019	INDIANA DEPARTMENT OF TRANSPORTATION, R-39226-A, 185 AGRICO LANE, SEYMOUR, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$16,290,000.00	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-41265-A, 41 WEST 300 NORTH, CRAWFORDSVILLE, IN
\$6,595,360.80	ROAD CONSTRUCTION	2020	INDIANA DEPARTMENT OF TRANSPORTATION, RS-39251-A, 32 SOUTH BROADWAY ST., GREENFIELD, IN
\$25,477,132.04	ROAD CONSTRUCTION	2021	INDIANA DEPARTMENT OF TRANSPORTATION, R-40389-A, 185 AGRICO LANE, SEYMOUR, IN
\$4,961,000.00	ROAD CONSTRUCTION	2020	INDIANA DEPARTMENT OF TRANSPORTATION, R-38502-A, 185 AGRICO LANE, SEYMOUR, IN

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

<u>DUNLAP AND COMPANY, INC.</u>	<u>HOLLADAY CONSTRUCTION GROUP</u>
<u>RH OF INDIANA</u>	<u>SHIEL SEXTON COMPANY, INC.</u>
<u>F.A. WILHELM CONSTRUCTION CO., INC.</u>	<u>SIGNATURE CONSTRUCTION</u>
<u>J.R. KELLY COMPANY</u>	

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1 Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

WORK TO BE ASSIGNED TO A GENERAL SUPERINTENDENT WHO WILL HAVE DAY TO DAY RESPONSIBILITIES OF THE JOB.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

SEE ATTACHED SUPPLEMENTAL

**MILESTONE CONTRACTORS, L.P.
SUPPLEMENTAL INFORMATION
PAGE 3 - QUESTION #2**

SUBCONTRACTOR NAME	ADDRESS	PHONE	SERVICE PROVIDED
3D COMPANY INC	3200 EAST CR 350 NORTH MUNCIE, IN 47303 US	765-288-3326	Earthwork, Storm
A SPECIALTIES	310 W SOUTHPORT ROAD INDIANAPOLIS, IN 46217	317-780-0800	Landscapeing
AI ELECT-RICKS, INC	PO BOX 6462 BLOOMINGTON, IN 47407-6462 US	812-332-6951	Electrical
AAA LAWN IRRIGATION, INC	20 PLATTER DRIVE NORTH VERON, IN 47265	812-346-7948	Landscapeing
AAA STRIPING SERVICE, CO	PO Box 1219 Columbus, IN 47202-1219	812-372-3820	Striping
ABC CUTTING CONTRACTORS INC.	5230 Commerce Circle Drive Indianapolis, IN 46237	317-885-8989	Saw Cutting
ACCU-DIG SERVICES, INC	4844 EAST 150 SOUTH MONTICELLO, IN 47960	574-583-4814	Hydro-Excavation
ACCURATE STRIPING	PO BOX 35 YORKTOWN, IN 47396 US		Striping
ACE FIRE PROTECTION	706 NAVCO DRIVE LAFAYETTE, IN 47905	765/447-6225	Testing
ACE SIGN SYSTEMS, INC	3621 W ROYERTON ROAD MUNCIE, IN 47304	765-288-1000	Traffic Signs, Electrical Panel
AIRMARKING COMPANY, INC.	PO BOX 526 ROCHESTER, IN 46975-0526	574/223-5817	Pavement Markings
AKINS TREE SERVICE, INC.	P.O. BOX 5556 LAFAYETTE, IN 47903	765/464-2156	Tree Cutting
ALEXANDER TREE SERVICE	2132 STATE ROAD 225 EAST BATTLEGROUND, IN 47920	765-742-8596	Tree Cutting
ALL ABOUT ASPHALT	765 SALSBUURY RD S RICHMOND, IN 47374 US	765-993-4158	Pavement Markings
ALL STAR PAVING	PO BOX 1109 SEYMOUR, IN 47274 US	812-522-4477	Asphalt Paving
ALLTRACK, INC	1241 W 900 S PENDLETON, IN 46064 US	765-778-9500	Railroad Track
ALPHA LOOP, INC	5950 Lincoln Road Martinsville, IN 46151	317-710-0076	Signal Loops
ALT & WITZIG ENGINEERING, INC.	4105 W 99th Street Carmel, IN 46032	317-875-7040	Testing
AMERICAN CONTRACTING & SERVICES INC.	P.O. BOX 538 JEFFERSONVILLE, IN 47130	812-280-4404	Hydro Demolition
AMERICAN STRUCTUREPOINT, INC	9025 RIVER ROAD, SUITE 200 INDIANAPOLIS, IN 46240	317/547-5580	Design Engineering
AMERICUT CORING & SAWING, INC	385 HELEN DRIVE VERMILLION, OH 44089 US	440-967-1150	Pavement Grooving
ANBRO ELECTRIC CO, INC	PO BOX 1622 BLOOMINGTON, IN 47402 US	812-336-4992	Electrical
ANTIGO CONSTRUCTION, INC.	PO Box 12 Antigo, WI 54409-2831 US	715-527-2222	Concrete Breaking
AP ENGINEERING & CONSULTING, INC	6135 W 400 NORTH GREENFIELD, IN 46140 US	317-871-8560	Design Engineering
APEX CONSULTING & SURVEYING	1313 BROADWAY FORT WAYNE, IN 46802 US	260-755-5993	Erosion Control Plan
AQUATERRA CONSULTING, INC	151 NORTH HOME AVENUE FRANKLIN, IN 46131	317-933-4169	Design Engineering
ARCHAEOLOGICAL CONSULTANTS OF OSSAIN	PO BOX 2374 MUNCIE, IN 47307		Archaeological Survey
ARE SURVEYING CONSULTANTS	129 SOUTH 8TH AVENUE BEECH GROVE, IN 46107	317-407-8080	Construction Staking
ARMSTRONG PARKING MARKING	1523 SOUTH 9TH STREET RICHMOND, IN 47374 US	765-969-4648	Pavement Markings
ARTHUR'S ASPHALT SEAL COATING	1092 WISCONSIN STREET SPENCER, IN 47460	812-829-2204	Seal Coating
ASPEN ELECTRIC	4342 CLIFFORD ROAD BROWNSBURG, IN 46112	317-291-3162	Electrical
ATLAS DAYLIGHTING, LLC	4740 SWISHER ROAD, BUILDING A WEST LAFAYETTE, IN 47906		Hydro-Excavation
ATLAS EXCAVATING, INC.	4740 SWISHER ROAD WEST LAFAYETTE, IN 47906 US	765/429-4800	Storm Sewer
B & B CONTRACTING AND SUPPLY, LLC	850 S KEYSTONE AVENUE INDIANAPOLIS, IN 46203 US	317-636-7459	Traffic Signs
B & D ELECTRIC, INC	413 W VAN TREES ST WASHINGTON, IN 47501 US	812-254-2122	Electrical
BADGER DAYLIGHTING CORP	8930 MOTORSPORTS WAY BROWNSBURG, IN 46112 US	888-726-9146	Hydro-Excavation
BARTH ELECTRIC COMPANY	1934 NORTH ILLINOIS STREET INDIANAPOLIS, IN 46202	317-924-6228	Electrical
BAUMGARTNER & COMPANY INC	15215 RIVER ROAD NOBLESVILLE, IN 46062 US	317-296-7225	Asphalt Paving
BEACON SURVEYING & ENGINEERING	6979 HILLSDALE COURT INDIANAPOLIS, IN 46250 US	317-577-8204	Construction Staking
BEATY CONSTRUCTION, INC	5292 WEST 100 N BOGGSTOWN, IN 46110	317-836-2254	Bridge Construction
BELCHER FENCING, LLC	PO BOX 173 BLOOMINGTON, IN 47402 US	812-269-8599	Fencing
BENCHMARK MECHANICAL INC	700 EAST FIRMIN STREET, SUITE 112 KOKOMO, IN 46902 US	765-452-9500	Design Engineering
BENTLEY LAND SURVEYING, PLLC	8510 MAPLE AVENUE PEWEE VALLEY, KY 40056 US	502-210-8116	Surveying
BERTSCH-FRANK & ASSOCIATES., LLC	4630 WEST JEFFERSON BLVD, # 6 FORT WAYNE, IN 46804	260-459-9393	Construction Engineering
BEST ELECTRIC	11430 E US HWY 52 OTTERBEIN, IN 47970	765-583-2408	Electrical
BETTIS ASPHALT & CONSTRUCTION, INC	PO BOX 1694 TOPEKA, KS 66618 US	765-235-9444	Spray Asphalt Paving
BIANCOFORI MASONRY, INC	701 ERIE STREET LAFAYETTE, IN 47904 US	765-463-0559	Masonry
BIBBS HAULING LLC	PO BOX 844 INDIANAPOLIS, IN 46206	317-546-1704	Hauling
BIEHLE ELECTRIC	9605 W. US HIGHWAY 50 SEYMOUR, IN 47274 US	812-523-3320	Electrical
BLAKLEY CORPORATION	8060 E 68TH ST INDIANAPOLIS, IN 46256 US	317-576-8395	Concrete

BLEDSOE RIGGERT COOPER & JAMES, INC	1351 WEST TAPP ROAD BLOOMINGTON, IN 47403	812-398-8277	Construction Staking
BLOOD HOUND, LLC	PO BOX 714843 CINCINNATI, OH 45271-4843 US	888-858-9830	Utility Locates
BLOOMFIELD PAINTING, INC.	343 EAST SPRING STREET BLOOMFIELD, IN 47424	812-384-8593	Graffiti Removal
BLT ENVIRONMENTAL SERVICES, LLC	1288 BRISTOL PLACE AVON, IN 46123 US	317-809-0272	Street Sweeping
BOGARD TRUCKING & EXCAVATING, INC	719 SOUTH 4TH STREET MURRAY, KY 42071	270-753-2446	Hauling
BO-MAR INDUSTRIES, INC	3838 S ARRLINGTON AVE INDIANAPOLIS, IN 46203 US	317-899-1240	Fencing
BOWLIN CONSTRUCTION	10138 WEST COUNTY ROAD 1050 SOUTH LOSANTIVILLE, IN 47354	765-853-5477	Concrete
BRANDSAFWAY INDUSTRIES LLC	PO BOX 91473 CHICAGO, IL 60693 US	304-397-8406	Shoring
BRIDGESMITH, INC	4149 STATE ROAD 43 SPENCER, IN 47460	812-325-4000	Surface Seal
BROADY-CAMPBELL, INC.	2115 DR. ANDREW BROWN AVENUE INDIANAPOLIS, IN 46202	317-925-4261	Masonry
BROOKS CONSTRUCTION COMPANY	PO BOX 9560 FORT WAYNE, IN 46899 US	260-478-1990	Asphalt Paving
BROOKS STRIPING, INC.	3219 E Tulip Drive Indianapolis, IN 46227	317-786-6769	Striping
BRUNS-GUTZWILLER, INC.	PO BOX 119 BATESVILLE, IN 47006		Building Construction
BUNN ENTERPRISES, INC.	P.O. BOX 536 LAFAYETTE, IN 47902-0536	765-474-5634	Building Construction
BUNN ENTERPRISES, INC.	PO Box 526 Rochester, IN 46975-0526	574-223-5817	Underdrains
BUNNELL LAND SURVEYING	6733 S 50 E WABASH, IN 46992 US	260-563-9110	Surveying
BUSCH LANDSCAPING, LLC	5703 N US 421 OSGOOD, IN 47937 US	812-498-5800	Landscaping
BUSCHMAN FENCE	3420 N. 200 E REYNOLDS, IN 47980 US		Fencing
BUTLER FAIRMAN & SELFERT, INC	8450 WESTFIELD BOULEVARD, SUITE 300 INDIANAPOLIS, IN 46240-8302	317-773-4615	Design Engineering
BYRNE & JONES ENTERPRISES, INC	11745 R LACKLAND ROAD ST. LOUIS, MO 63146 US	314-586-2615	Asphalt Paving
C & E ENVIRONMENTAL	10268 E DAVIS AVENUE TERRE HAUTE, IN 47805 US	812-877-1660	Environmental Engineering
C.A. FULKERSON, LLC	PO BOX 338 LANESVILLE, IN 47136	812-862-1777	Seeding, Sodding, Erosion
CALCAR PAVING, INC	1503 S MERIDIAN ROAD JASPER, IN 47546 US	812-482-1024	Asphalt Paving
CAPITOL CITY FENCE	920 EAST OHIO STREET INDIANAPOLIS, IN 46202	317-638-3381	Fencing
CARDINAL GROOVING	100 BARREN HILL ROAD CONSHOHOCKEN, PA 19428-2402 US	610-825-2200	Pavement Grooving
CARDINAL-INDIANA, INC.	PO Box 816 Bloomington, IN 47402	812-325-4001	Bridge Painting
CASH WAGNER & ASSOCIATES, PC	402 E 13TH STREET, SUITE 101 JASPER, IN 47546 US	812-634-5015	Design Engineering
CASSADY ELECTRICAL CONTRACTORS, INC	PO BOX 53 ELLETTTSVILLE, IN 47429 US	812-332-7361	Electrical
CAZARES CONCRETE, LLC	6358 N 100 W ALEXANDRIA, IN 46001 US	765-649-7159	Concrete
CC & T CONSTRUCTION, INC.	5051 PROSPECT STREET INDIANAPOLIS, IN 46203	317-356-6385	Concrete
CE HUGHES MILLING INC	3113 HOLMANS LANE JEFFERSONVILLE, IN 47130 US	812-725-8665	Milling
CENTRAL ENGINEERING & CONSTRUCTION	3862 N COMMERCIAL PARKWAY GREENFIELD, IN 46140	317-894-1990	Soil Modification
CENTRAL ILLINOIS TILE CO	PO BOX 3765 CHAMPAIGN, IL 61826-3765	217-359-7945	Underdrains
CENTRAL INDIANA HYDROSEEDING, LLC	PO BOX 606 NEW CASTLE, IN 47362 US	765-524-2639	Seeding, Sodding, Erosion
CENTRAL PAINTING, INC	PO BOX 606 ST. JOHN, IN 46376 US	219-942-3623	Bridge Painting
CENTRAL RENT-A-CRANE	5725 KENNEDY AVENUE HAMMOND, IN 46323-1145 US	219-989-7500	Cranes
CERTIFIED ENGINEERING, INC.	3939 Millersville Road Indianapolis, IN 46205	317-546-1599	Construction Staking
CES, LLC	18038 BELGIUM ST LEOPOLD, IN 47651 US	618-214-0212	Construction Staking
CHAMPAIGN ASPHALT COMPANY	1414 W ANTHONY DRIVE URBANA, IL 61802	217-356-7288	J-Band
CHRISTINE MATHEU, ARCHITECT	205 N COLLEGE AVENUE, SUITE 010 BLOOMINGTON, IN 47404 US	812-339-1235	Architectural Design
CIVIL COATINGS AND CONSTRUCTION	1651 WEST LINCOLNWAY VALPARAISO, IN 46385 US	219-531-5300	Bridge Painting
CLEAN SWEEP LOT SERVICE, LLC	PO BOX 24271 SPEEDWAY, IN 46224 US	317-339-5722	Sweeping
CLEAR CROSSING, LLC	17728 SUN PARK DRIVE WESTFIELD, IN 46074 US	317-399-3000	Hydro-Excavation
CLS INDUSTRIES, INC	PO BOX 138 SALEM, IN 47167	812-883-4492	Traffic Signs, Electrical Panel
CMG TRUCKING, INC	P.O. BOX 421245 INDIANAPOLIS, IN 46242 US	317-430-3106	Hauling
CMID	1402 N CAPITOL AVENUE, SUITE 250 INDIANAPOLIS, IN 46202 US	317-917-4244	Construction Engineering
COLUMBUS TRANSPORT, INC.	PO BOX 856 COLUMBUS, IN 47202-0856	812-376-0532	Hauling
COMMERCIAL SEWER CLEANING, INC	5838 S. HARDING STREET INDIANAPOLIS, IN 46217	317-782-0020	Sewer Cleaning
COMPLETE MASONRY SERVICES, INC	PO BOX 236 YORKTOWN, IN 47396 US	765-759-8966	Masonry
COMPLETE SWEEP	7549 BOILER COURT LAFAYETTE, IN 47905	765-759-8744	Sweeping
COMPLETE TREE CARE, INC.	11219 HOUSE STREET INDIANAPOLIS, IN 46259	317-862-0444	Tree Cutting
CONCRETE CUTTING & BREAKING, INC.	443 JEFFERSON AVE SE GRAND RAPIDS, MI 49503	616/564-4876	Saw Cutting
CONSTRUCTION ENGINEERING SOLUTIONS, LLC	18038 BELGIUM STREET LEOPOLD, IN 47551 US	812-719-7736	Construction Staking
CONSTRUCTION VIDEO MEDIA, INC.	111 EAST NEWBERRY ST ROMEO, MI 48065	800-346-3342	Electrography
CR LINE STRIPING	PO BOX 281 FRANKFORT, IN 46041	765-654-6422	Striping

CRACKERS DEMO LLC	P.O. BOX 545 INDIANAPOLIS, IN 46206 US	574/875-7684	Bridge Demo
RANDALL-GEORGE GRADING & SEEDING	11063 EAST STATE ROAD 58 BLOOMFIELD, IN 47424 US	812-863-4415	Grading & Seeding
CRANE ENVIRONMENTAL SERVICES, LLC	4209 HIGHWAY 41 N, SUITE 24 EVANSVILLE, IN 47711 US	812-868-0709	Erosion Design
CRIDER & ORDER, INC.	1900 LIBERTY DRIVE BLOOMINGTON, IN 47403	812-336-4452	Earthwork, Storm
CROW WELDING AND FABRICATION	2410 W COUNTY LINE ROAD INDIANAPOLIS, IN 46217 US	317-619-3190	Welding
CROWDER & DARNALL LAND SURVEYING	826 3RD STREET COLUMBUS, IN 47201	812-376-3391	Construction Staking
CROWN CONCRETE CUTTING & CORING, LLC	1215 W MAIN STREET LEBANON, IN 46052 US	317-299-9400	Saw Cutting
CRUTCH TRUCKING	5571 SOUTH 760 WEST RUSSIAVILLE, IN 46879	765/883-4770	Hauling
C-TECH CORPORATION	5300 W 100 N Boggs town, IN 46110	317-835-2745	Guardrail, Fence
CTL ENGINEERING, INC	1310 S. FRANKLIN ROAD INDIANAPOLIS, IN 46239 US	317-295-8650	Design Engineering
CULY CONTRACTING	PO BOX 29 WINCHESTER, IN 47394 US	765-584-8509	Earthwork, Storm
CUMMINS ELECTRIC	PO BOX 638 RICHMOND, IN 47375-0638	765/962-6332	Electrical
CURBMASTERS, INC	PO BOX 638 DAYTON, IN 47941 US	765-449-9093	Curbs
CUSTOM HARDSCAPES	5705 E WILLIAM STREET ROAD DECATUR, IL 62521 US	217-520-8378	Brick Pavers
DAVE OMARA CONTRACTOR, INC.	1100 EAST O & M AVENUE NORTH VERNON, IN 47265	812/346-4135	Asphalt Paving
DECORATIVE PAVING COMPANY	39 GLENDALE-MILFORD ROAD LOVELAND, OH 45140	(513) 576-1222	Brick Pavers
DELTA SERVICES, INC.	3220 NORTH SHADELAND AVE INDIANAPOLIS, IN 46226	317-791-8653	Demolition
DGIMENARD, INC	150 EAST MAIN STREET, SUITE 500 CARNEGIE, PA 15106 US	412-620-6118	Wick Drains
DIAMOND CORING COMPANY, INC	11800 SOUTH EWING AVENUE CHICAGO, IL 60617 US	773-978-5000	Concrete Grinding
DODDS MASONRY, INC	PO BOX 666 MOORESVILLE, IN 46158	317-831-8792	Masonry
DODDS PAINTING, INC	PO BOX 8810 LAFAYETTE, IN 47903	765-423-1041	Painting
DON SCHARER MASONRY, LLC	2949 N 9TH ST ROAD LAFAYETTE, IN 47904	765-479-0752	Masonry
DRAINAGE CONSTRUCTION UNLIMITED	4527 E 100 S Greenfield, IN 46140	317-462-2043	Underdrains
DREIER & MALLER, INC.	7320 TUSSING ROAD REYNOLDSBURG, OH 43068	1800-659-3070	Testing
DSS SWEEPING SERVICE, INC	1520 NICHOLAS ROAD DAYTON, OH 45449 US	937/262-0123	Sweeping
DUNLAP & COMPANY, INC.	P.O. BOX 328 COLUMBUS, IN 47202-0328	812-376-3021	Building Construction
DUNN COMPANY	724 N MERCER STREET DECATUR, IL 62522-1699 US	217-429-4444	Asphalt Paving
DWD COMPANY	1916 OLD SR 37 GREENWOOD, IN 46143 US	317-339-4303	Pavement Removal
E & B PAVING, INC.	286 WEST 300 NORTH ANDERSON, IN 46012	574-223-4644	Patching
E & J CONCRETE INC	P.O. BOX 502811 INDIANAPOLIS, IN 46250 US	317-284-1117	Concrete
E & R FABRICATING, INC	8854 STATE ROAD 37 BEDFORD, IN 47421 US	812-275-0388	Fabricated Metal
E.J. BRENNEMAN LP	1117 SNYDER ROAD WEST LAWN, PA 19609	610-678-1013	Asphalt Paving
E.R. GRAY & ASSOCIATES PC	P.O. BOX 1357 COLUMBUS, IN 47202	812-372-7398	Construction Staking
EA ASPHALT SERVICES LLC	3865 N COMMERCIAL PARKWAY GREENFIELD, IN 46140 US	317-884-6484	Hauling
EARTH EXPLORATION	7770 WEST NEW YORK STREET INDIANAPOLIS, IN 46214-2988	317-273-1690	Geotechnical Services
EARTH IMAGES, INC.	P.O. Box 218 Floyds Knobs, IN 47119-0216 US	812-923-8366	Seeding, Sodding, Erosion
ED PATTON CONSTRUCTION, INC.	3110 OLYMPIA DRIVE LAFAYETTE, IN 47909 US	765/742-5080	Building Construction
EDWARD & JONES CONCRETE	PO BOX 502811 INDIANAPOLIS, IN 46250 US	317-284-1117	Concrete
EIC TECHNOLOGIES, INC	6701 ARTISAN WAY LOUISVILLE, KY 40228 US	502-964-9590	Hydro Demolition
ELECTRIC PLUS, INC	173 S COUNTY ROAD 525 E AVON, IN 46123 US	812-336-4992	Electrical
ELITE LINE STRIPING	8322 BAUMGART ROAD EVANSVILLE, IN 47725 US	812-760-4378	Striping
ELITE SECURITY LLC	PO BOX 241084 INDIANAPOLIS, IN 46224 US	317-710-2421	Security
ELLE-J TRUCKING, INC	1754 E S.R. 163, SUITE B CLINTON, IN 47842 US	812-249-3265	Hauling
EMERALD GRADING AND SEEDING, INC	PO BOX 8314 BLOOMINGTON, IN 47407 US	317-331-6745	Seeding, Sodding, Erosion
EMERGENCY LANE CLOSURES, LLC	1062 BOXWOOD LANE GREENWOOD, IN 46143 US	217-356-5945	Construction Signs
ENGINEERING & RESEARCH INT'L, INC	1401 REGENCY DRIVE EAST SAVOY, IL 61874 US	317-423-8710	Inertial Profiler
ENVIOR INTERNATIONAL CORP	PO BOX 8500-1980 PHILADELPHIA, PA 19178-1980 US	280-637-9414	Environmental Engineering
ENVIRONMENTAL MANAGEMENT SPECIALISTS, INC	PO BOX 39 HUNTERTOWN, IN 46748 US	812-285-6781	Sweeping
ENVIROSCAPE, INC	930 INDUSTRIAL DRIVE MADISON, IN 47250 US	317-757-8592	Environmental Engineering
ENVIROSWEEP SPECIALTY SERVICES, LLC	PO BOX 810 BEECH GROVE, IN 46107	800-592-5489	Landscaping
EQ - THE ENVIRONMENTAL QUALITY COMPANY	PO BOX 673974 DETROIT, MI 48267 US	765-428-8883	Landscaping
EXTERIOR VIEW, INC	5798 E 50 S LAFAYETTE, IN 47905 US	317-359-5411	Building Construction
F.A. WILHELM CONSTRUCTION CO., INC.	3914 PROSPECT STREET INDIANAPOLIS, IN 46208-0516	317-548-4881	Mechanical Contracting
FARGO INSULATION	2120 EAST CLAY STREET INDIANAPOLIS, IN 46205		Asphalt Paving
FE HARDING ASPHALT COMPANY INC	Accounts Payable Indianapolis, IN 46256		

FEDERAL RENT-A-FENCE	PO BOX 266 WEST BERLIN, IL 08091	800-260-8301	Fencing
FERGUSON ENTERPRISES, INC.	6439 EAST 30TH STREET INDIANAPOLIS, IN 46219-0000	(317) 546-2013	Site Development
FINDLEY BROS. WELL DRILLING	12185 SOUTH FOUNTAIN LANE COVINGTON, IN 47932 US	765-793-2960	Drilling
FIRST COLONY CONSTRUCTION	PO BOX 904 MARIETTA, OH 45750 US	740-374-2200	Building Construction
FIVE STAR PAINTING, INC.	3959 BLUEBELL STREET PORTAGE, IN 46368	219-759-1185	Painting
FLAME ON, INC	12632 WAGNER ROAD MONROE, WA 98272 US	425-397-7039	Bridge Beam Repair
FLUID WASTE SERVICES	PO BOX 264 NOBLESVILLE, IN 46061	317-773-7956	Hydro-Excavation
FORSTER ELECTRICAL SERVICES, INC.	PO BOX 1021 COLUMBUS, IN 47201	812-376-0715	Electrical
FORT WAYNE REINFORCING, INC.	4483 COUNTY ROAD 19, SUITE D AUBURN, IN 46706	260-925-0609	Rebar Tying
FOUNDATION TEST GROUP, INC	2801 EMORY RD. BLDG 1A FINKSBURG, MD 21048 US	410-517-0715	Geotechnical Services
FOWLER FENCING CONTRACTORS, INC	220 E 5TH STREET FOWLER, IN 47944 US	765-884-1800	Fencing
FOX CONTRACTORS CORPORATION	5430 FERGUSON ROAD FORT WAYNE, IN 46809	317-769-6291	Underdrains, Earthwork, Storm
FPBH, INC	PO BOX 47 NORTH VERNON, IN 47265 US	812-346-2045	Erosion Design
G & C TOWING, LLC	7060 N. PARK AVENUE INDIANAPOLIS, IN 46228	317-220-8520	Towing
G & G SECURITY	5501 GRAY ROAD INDIANAPOLIS, IN 46237	317-796-3262	Security
GALLAGHER ASPHALT CORP	18100 SOUTH INDIANA AVENUE THORNTON, IL 60476 US	708-647-0564	Asphalt Reclamation
GENERAL DRILLING, INC	PO BOX 753 FISHERS, IN 46038 US	317-849-5612	Drilling
GEOSOLUTIONS, INC	8275 INDY CT INDIANAPOLIS, IN 46214 US	317-273-0070	Design Engineering
GEOSTABILIZATION INTERNATIONAL, LLC	PO BOX 4709 GRAND JUNCTION, CO 81502 US	859-361-2465	Soil Wall
GLOBE ASPHALT PAVING, CO	PO BOX 19188 INDIANAPOLIS, IN 46219	317-568-4344	Asphalt Paving
GLS, INC	3512 S HARDING STREET INDIANAPOLIS, IN 46217 US	317-292-9622	Concrete
GRADEX	12900 N MERIDIAN STREET, SUITE 120 CARMEL, IN 46032	317-873-3970	Earthwork, Storm
GRADY BROTHERS, INC.	PO BOX 421519 INDIANAPOLIS, IN 46242-1519	317-244-3343	Asphalt Paving
GREEN LIGHT LAWN CARE, INC	7656 W 1200 S WEST LAFAYETTE, IN 47906 US	765-490-0710	Landscaping
GRIDLOCK TRAFFIC SYSTEMS	6400 Massachusetts Avenue Indianapolis, IN 46226	317-541-2727	Construction Signs, Marking
GROUND PENETRATING RADAR SYSTEMS	PO BOX 932 TOLEDO, OH 43697 US	419-543-9804	Utility Locates
HAMPTON'S TREE SERVICE	2320 FATLEY ROAD RICHMOND, IN 47374	765-935-1627	Tree Cutting
HANNA XCAVATING, INC	1655 E. WHISNAND ROAD BLOOMINGTON, IN 47408	812-339-5656	Hauling
HARD ROCK CONCRETE CUTTERS INC	601 CHADDICK DR WHEELING, IL 60090 US	847-699-0010	Concrete Cutting
HARDESTY LANDSCAPING	909 EAST SOUTH STREET FRANKFORT, IN 46041	765-659-5276	Landscaping
HARMON CONSTRUCTION, INC.	PO Box 386 North Vernon, IN 47265	812-348-2064	Concrete
HARMON STEEL, INC.	1002 W Troy Avenue Indianapolis, IN 46225	317-780-5025	Rebar Tying
HARRIS BARRIER CORPORATION	PO BOX 88243 INDIANAPOLIS, IN 46208	317-632-3471	Color Coating, Athletic Tracks
HAUER EXCAVATING LLC	2684 S. CR 310 W VALLONIA, IN 47281	812-216-6535	Excavation
HAUSE SURVEYING & ENGINEERING	105 N. MERIDIAN STREET LEBANON, IN 46052 US	765-482-5141	Construction Staking
HAWK ENTERPRISES	1850 EAST NORTH STREET CROWN POINT, IN 46307	219-662-9090	Electrical
HAYES DRILLING, INC	8845 PROSPECT AVENUE KANSAS CITY, MO 64132 US	816-363-3040	Drilling
HB WICK DRAINS	14736 EAST EASTER AVENUE CENTENNIAL, CO 80112 US	303-627-1100	Wick Drains
HELEN E WHITE (SECURITY)	8146 MCFARLAND ROAD INDIANAPOLIS, IN 46227 US	317-201-4976	Security
HELITECH	PO BOX 24067 BELLEVILLE, IL 62223	317-514-3285	Waterproofing
HERITAGE ENVIRONMENTAL SERVICE, LLC	7901 W Morris Street Indianapolis, IN 46231 US	317-486-5095	Environmental Engineering
HERITAGE RESEARCH GROUP	PO BOX 68123 INDIANAPOLIS, IN 46268		Testing
HIGHWAY SAFETY SERVICE, INC	3215 IMPERIAL PARKWAY LAFAYETTE, IN 47909 US	765-474-1000	Construction Signs, Marking
HIGHWAY TECHNOLOGIES	33946 TREASURY CENTER CHICAGO, IL 60694-6300	317-891-8065	Construction Signs, Marking
HILLITE AIRFIELD SERVICES	PO BOX 460 ADAMS CENTER, NY 13606 US	315-583-6111	Construction Signs, Marking
HILL ELECTRIC, INC.	PO BOX 1232 RICHMOND, IN 47375	765-966-0704	Electrical
HIS CONSTRUCTORS, INC	2850 EAST MAIN PLAINFIELD, IN 46168 US	317-284-1195	Bridges, Enviro, Reclamation
HITTE CONSTRUCTION	17466 WASHINGTON STREET WESTFIELD, IN 46074-8725 US	317-896-9073	Fencing
HOMER TREE SERVICE INC	14000 S ARCHER AVENUE LOCKPORT, IL 60441 US	815-838-0320	Tree Cutting
HOOSIER COMPANY, INC.	PO BOX 681064 INDIANAPOLIS, IN 46268	317-872-3125	Traffic Signs, Electrical Panel
HOOSIER MACHINE & WELDING, INC	PO BOX 21204 INDIANAPOLIS, IN 46221-0204	317-638-6266	Equipment Repairs
HORN & ASSOCIATES DRILLING AND BORING	216 N MAIN STREET WINCHESTER, KY 40391 US	859-744-2232 EXT 13	Drilling, Boring
HUFF SEALING CORPORATION	PO BOX 127 ALBION, IL 62806	618-445-3148	Seal Coating
HUMMEL ELECTRIC, INC	2505 M/M INDUSTRIAL DRIVE EVANSVILLE, IN 47715 US	812-474-1500	Electrical
HUNT PAVING COMPANY, INC.	PO BOX 42517 INDIANAPOLIS, IN 46241	317-241-8313	Concrete

HUSTON ELECTRIC, INC.	P.O. BOX 904 KOKOMO, IN 46903	765-474-6115	Electrical
HYDRO-TECHNOLOGIES, INC.	6200 EAST HIGHWAY 62 BUILDING 2501 SUITE 300 JEFFERSONVILLE, IN 47130	812-284-9376	Hydro Demolition
ILUNI DRILLED FOUNDATIONS, INC.	P.O. BOX 1351 DANVILLE, IL 61834	217-442-8765	Drilling
INDEPENDENT LAND SURVEYING, INC.	414 S MAIN STREET BROWNSTOWN, IN 47220 US	(812) 372-0996	Surveying
INDIANA CONCRETE SPECIALTIES, INC.	230 W MADISON STREET TIPTON, IN 46072	765-675-7512	Concrete
INDIANA RELINE, INC.	PO BOX 5 SULPHUR SPRINGS, IN 47388-0005	765-533-5040	Pipe Relining
INDIANA SIGN & BARRICADE	5240 E 25TH STREET INDIANAPOLIS, IN 46218	317-377-8000	Construction Signs, Marking
INDIANA TRAFFIC SERVICE, LLC	3865 NORTH COMMERCIAL PARKWAY GREENFIELD, IN 46140 US	317-891-8065	Construction Signs, Marking
INDIANA WIRE PRODUCTS, INC.	915 NORTH IRELAND STREET GREENSBURG, IN 47240	812-663-7441	Fencing
INDIANAPOLIS TESTING LABORATORY	1432 SADIUR CIRCLE EAST DRIVE INDIANAPOLIS, IN 46239 US	317-322-9500	Testing
INDUSTRIAL ELECTRICAL SYSTEMS, INC.	PO BOX 6296 LAFAYETTE, IN 47903-6296 US	765-449-9418	Electrical
INDY TREE AND LANDSCAPE, INC.	2878 N. RACEWAY ROAD INDIANAPOLIS, IN 46234	317-272-9798	Tree Cutting
INFRASTRUCTURE SYSTEMS, INC.	260 W. VINCENNES STREET ORLEANS, IN 47452	812-865-3309	Sewer Installation
INSERV, INC.	514 E MARION STREET MISHAWAKA, IN 46545 US	1-877-917-3239	Hydro Demolition
INSITUFORM TECHNOLOGIES USA, LLC	2130 STOUT FIELD WEST DRIVE INDIANAPOLIS, IN 46241 US	317-489-3863	Pipelines
IVS HYDRO DEMOLITION SERVICES	PO BOX 245 WAVERLY, WV 26184 US	304-464-4340	Hydro Demolition
J & J CRANE RENTAL, INC.	2513 S. AIRPORT ROAD MONTICELLO, IN 47960	574-808-3665	Cranes
J & J WILLIAMS TRUCKING, LLC	7421 N 300 E BATTLEGROUND, IN 47920 US	765-586-0201	Hauling
J&D TURF	12840 FORD DRIVE FISHERS, IN 46038 US	317-359-1185	Seeding, Grading
J. RANCK ELECTRIC, INC.	1993 GOVER PARKWAY MT. PLEASANT, MI 48858 US	800-792-3822 EXT 2136	Electrical
J.H. RUDOLPH & CO., INC.	PO BOX 5226 EVANSVILLE, IN 47716-5226 US	812-476-4921	Crack Sealing
JAMES H. DREW CORPORATION	8701 ZIONSVILLE ROAD INDIANAPOLIS, IN 46288	317-876-3739	Traffic Signals, Guardrail, Fence
JAMES SCHARER MASONRY, INC.	4639 PENLOPE CT WEST LAFAYETTE, IN 47906	765-463-0000	Masonry
JAMES STANGER EXCAVATING, INC.	2753 W MAPLE GROVE ROAD BLOOMINGTON, IN 47404 US	812-935-7868	Excavation
JANSEN & SPAANS ENGINEERING, INC.	8120 HARRISON PARK COURT INDIANAPOLIS, IN 46216	317-254-9866	Design Engineering
JARNAGIN ENTERPRISES INC	6249 HICKORY RD INDIANAPOLIS, IN 46259 US	317-862-6626	Waterproofing Membrane
JAVELINA CONSTRUCTION, INC.	13378 Britton Park Drive Fishers, IN 46038	507-841-8364	Milling
JAVELIN STEEL	PO BOX 7448 LOUISVILLE, KY 40257	502-426-2008	Rebar Tying
JBI CONSTRUCTION, INC	10335 HEDDEN ROAD EVANSVILLE, IN 47725 US	812-867-5959	Curbs, Gutters, Barrier Walls
JDH CONTRACTING, INC	8109 NETWORK DRIVE PLAINFIELD, IN 46168-9024 US	317-839-0520	Earthwork, Storm
JERICO METAL SPECIALTIES, LLC	PO BOX 7016 BLOOMINGTON, IN 47407 US	812-339-3182	Metal Fabrication
J-MILLING, INC	1140 FORT RECOVERY MINSTER ROAD FORT RECOVERY, OH 45646 US	419-852-9874	Milling
JOHN E. FISHER & ASSOCIATES, P.C.	625 SOUTH EARL AVENUE LAFAYETTE, IN 47904	765-448-1535	Surveying
JR ELLINGTON TREE EXPERTS	680 WEST THAT ROAD BLOOMINGTON, IN 47403	812-332-5882	Tree Cutting
JR KELLY COMPANY, INC.	3450 CONCORD ROAD LAFAYETTE, IN 47909	317-477-0570	General Construction
K & A TRUCKING	PO BOX 1305 BEDFORD, IN 47421 US	812-583-2582	Hauling
K & K FENCE, INC.	PO BOX 19833 INDIANAPOLIS, IN 46219	317-359-5425	Fencing
K & W FUELING SYSTEMS, INC	1537 SOUTH 275 WEST RUSHVILLE, IN 46173 US	765-932-4980	Industrial Fueling Systems
KAPUR & ASSOCIATES, INC	7711 N SOUTH WASHINGTON ROAD MILWAUKEE, WI 53217 US	502-269-5418	Construction Staking
KARNS, INC.	1825 SOUTH HADLEY ROAD FORT WAYNE, IN 46804	260-740-8876	Construction Signs
KEELER-WEBB ASSOCIATES	PO Box 681013 Indianapolis, IN 46268	317-872-2529	General Construction
KEN SKINNER CONSTRUCTION	486 GRADLE DRIVE CARMEL, IN 46032 US	317-574-0140	Design Engineering
KENTUCKIANA OFF DUTY POLICE & SURVEILLANCE INC	305 GILLILAND STREET BLOOMFIELD, IN 47424 US	812-384-8576	Construction Signs
KERAMIDA ENVIRONMENTAL, INC	PO BOX 75 BARDSTOWN, KY 40004 US	877-680-5677	Security
KING'S TRUCKING & EXCAVATION, INC	401 N COLLEGE AVE INDIANAPOLIS, IN 46202	317-685-8231	Environmental Engineering
KOLB GRADING, LLC	9804 EAST CO RD 800 NORTH SEYMOUR, IN 47274 US	812-522-6973	Hauling
KRINTZ LAWN CARE INC	5731 WESTWOOD DRIVE ST. CHARLES, MO 63304 US	636-441-0200	Earthwork, Storm, Grading
K-Tech Floor Systems, Inc	PO BOX 451 BROOKSTON, IN 47923 US	800-471-3764	Landscaping
L & R INCORPORATED	8250 S COUNTY ROAD 825 E CLOVERDALE, IN 46120 US	317-418-7396	Concrete
LARRY STANGER EXCAVATING, INC	6733 E TULIP ROAD SOLSBERRY, IN 47459 US	812-825-6202	Excavation
LAWN & SHRUB, INC.	2770 NORTH MAPLE GROVE BLOOMINGTON, IN 47404 US	812-476-5032	Excavation
LAYNE CHRISTENSEN COMPANY	3721 NORTH 500 EAST LAFAYETTE, IN 47905-7867	765-589-3276	Landscaping
LAZER-GRADE, LLC	4520 N STATE ROAD 37 ORLEANS, IN 47452 US	812-865-3232	Drilling
LEADER LAWN AND LANDSCAPE, LLC	PO BOX 322 VINCENNES, IN 47991 US	812-316-0450	Hauling
	6332 N 400 W CRAWFORDSVILLE, IN 47933 US		Landscaping

LESLIE COATINGS, INC.	1101 E 30th Street Indianapolis, IN 46205	317-928-3411	Color Coating, Athletic Tracks
LIBBY'S STRIPE RIGHT LLC	335 E. DUSTMAN ROAD BLUFFTON, IN 46714 US	260-273-1729	Striping
LIGHTLE ENTERPRISE OF OHIO, LLC	PO BOX 329 FRANKFORT, OH 45628-0329		Temp Signals
LINE BROTHERS LANDSCAPING, LLC	2228 S COUNTY ROAD 700 E BOWLING GREEN, IN 47833-8072 US	317-519-7277	Landscaping
LONG ELECTRIC COMPANY, INC.	1310 SOUTH FRANKLIN ROAD INDIANAPOLIS, IN 46239	317-356-2455	Electrical
LOUISVILLE PAVING CO., INC	1801 PAYNE STREET LOUISVILLE, KY 40206	502-583-1726	Asphalt Paving
LOVELACE ELECTRIC COMPANY, INC.	1414 LAFAYETTE AVENUE COLUMBUS, IN 47201	812-379-2111	Electrical
LOWE CONSTRUCTION COMPANY	2535 BADER ROAD HORTON, MI 49246	517-529-9406	Building Construction
LPS PAVEMENT CO.	67 STONEHILL ROAD OSWEGO, IL 60543	630-551-2100	Brick Pavers
LTB CONSTRUCTION, INC	9113 W LONE BECH MUNCIE, IN 47304 US	765-759-0500	Sealing & Striping
LUDWIG CONTRACTING, INC	PO BOX 128 CEDAR GROVE, IN 47016	765-647-4424	Electrical
LYKINS CONTRACTING	12783 NORTH STATE ROAD 101 SUNMAN, IN 47041-8227	812-623-2244	Underground Utilities
M.A.C. TRUCKING, INC	1116 N.W. 5TH STREET RICHMOND, IN 47374	765-962-5113	Hauling
MAD TECHNICAL SERVICES	4277 S.C.R. 60 S.W. GREENSBURG, IN 47240 US	812-663-2097	Milling
MAJESTIC ELECTRIC COMPANY, INC	PO BOX 358 NORTH VERNON, IN 47265 US	812-346-2110	Electrical
MAJOR ENGINEERING & LAND SURVEYING, INC	1319 E. STOP 10 ROAD INDIANAPOLIS, IN 46227	317-888-4496	Construction Staking
MARTELL ELECTRIC, LLC	4601 CLEVELAND ROAD SOUTH BEND, IN 46628	574-245-4648	Electrical
MASON PRIVATE LOCATING, LLC	1255 E COUNTY ROAD 900 N PITTSBORO, IN 46167 US	317-503-2342	Utility Locates
MASTERCRAFT MECHANICAL CONTRACTORS, INC.	13980 E CAPT WJ NELSON DRIVE, SUITE C-1 ODOON, IN 47562-5632 US	812-863-9080	Steamline
MAXIM CRANE WORKS	706 EAST COLUMBIA STREET CHALMERS, IN 47929	812-721-7286	Milling
MCCOY'S SWEEPING SERVICE, INC.	P.O. BOX 99610 CHICAGO, IL 60677-4003	800-766-9764	Cranes
MCCRITE MILLING & CONSTRUCTION CO., INC.	199 E. College Hagerstown, IN 47346	(765) 489-4221	Sweeping
MCKINNEY DRILLING COMPANY	1838 S PRESTON HIGHWAY SHEPHERDSVILLE, KY 40165	502-955-8474	Drilling
MDS CONTRACTOR SERVICES	8868 N 600 W RENNELAER, IN 47978 US	219-869-5782	Erosion Control
MECKS & COMPANY PROFESSIONAL SURVEYING INC	PO BOX 5 SCIPIO, IN 47273 US	812-592-4145	Surveying
MELTON'S TREE SERVICE	204 INDIANA STREET LOOGOTEE, IN 47553 US	812-295-4748	Tree Cutting
MERRELL BROTHERS, INC	8811 W 500 N KOKOMO, IN 46901 US	574-699-7782	Biosolids
MID AMERICA MILLING COMPANY, LLC	6200 E Highway 62, Building 2501, Suite 400 Jeffersonville, IN 47130-8769	(812) 282-2751	Milling
MIDAS MIDWEST LLC	5 INDUSTRIAL PARK DRIVE WINCHESTER, IN 47394	765-584-8509	Earthwork, Storm
MID-STATES GENERAL & MECHANICAL	4170 NORTH BEARDSDALE ROAD DECATUR, IL 62526	217-875-1260	Mechanical Contracting
MIDWEST TRACK BUILDERS	6814 W 350 N GREENFIELD, IN 46140	317-545-1335	Pipe Boring
MIDWESTERN ELECTRIC, INC.	1000 NORTH RAND ROAD, SUITE 211 WALUCONDA, IL 60084	847-438-9926	Color Coating, Athletic Tracks
MILESTONE FENCE LLC	3385 N Adington Avenue Indianapolis, IN 46218-2542	317-545-7641	Traffic Signals, Electrical
MILLER-LEADS COMPANY, INC.	13399 MCKINLEY HWY MISHAWAKA, IN 46545 US		Fencing
MORLEY & ASSOCIATES, INC	P.O. BOX 55234 INDIANAPOLIS, IN 46205	317/545-7101	Electrical
MORPHEY CONSTRUCTION, INC.	4800 ROSEBUD LANE NEWBURGH, IN 47630 US	812-464-8585	Surveying
MR FENCE IT	1499 N Sherman Drive Indianapolis, IN 46201	317-356-9250	Traffic Signals, Electrical
MT CARMEI STABILIZATION GROUP	402 SOUTH 4TH STREET LAFAYETTE, IN 47901	1-765-742-4822	Fencing
MULLEN SEAL 'N' STRIPE	PO Box 458 Mount Carmel, IL 62863-0458	618-262-5118	Soil Modification
MYERS ARCHAEOLOGICAL SERVICES	5876 NOLANDS FORK ROAD RICHMOND, IN 47374	1-765-935-3162	Seal Coating & Striping
N.B. WEST CONTRACTING COMPANY, INC	2392 E KELLY BRANCH ROAD BLOOMFIELD, IN 47424 US	812-825-7641	Archaeological Survey
N.I. SPANOS PAINTING	2780 MARY AVENUE ST. LOUIS, MO 63144-2796 US	314-962-3145	Site Development
NADING MECHANICAL, INC	1310 WEST 99TH AVENUE CROWN POINT, IN 46307 US	219-662-9092	Bridge Painting
NATIONAL RAILROAD SAFETY SERVICES INC	PO BOX 98 HOPE, IN 47246	812-546-6111	Mechanical Contracting
NATIONAL RENT-A-FENCE COMPANY	7395 KINGSGATE WAY WEST CHESTER, OH 45069 US	877-984-6777	Railroad Track
NATURAL CONSTRUCTION, INC	PO BOX 4503 PACOMA, CA 91333-4503	800-352-5675	Fencing
NATURE'S WAY, INC.	PO BOX 306 FORTVILLE, IN 46040 US	317-318-2490	Concrete
NETTLE CREEK CUSTOM GARDENS	PO BOX 6896 BLOOMINGTON, IN 47407	812-876-7888	Landscaping
NEW BEGINNINGS CONSTRUCTION LLC	6114 FRANKLIN ROAD HAGERSTOWN, IN 47346 US	765-489-3388	Landscaping
NORTHERN LIGHTS	212 W. 10TH STREET INDIANAPOLIS, IN 46206	317-638-0870	Concrete
NORTHPOINTE SURVEYING, INC	8109 NETWORK DRIVE PLAINFIELD, IN 46168 US	317-838-7776	Utility Locates
OATTS TRUCKING, INC	6125 SOUTH EAST STREET, SUITE B INDIANAPOLIS, IN 46227	317-864-3020	Construction Staking
	3925 E 26TH STREET INDIANAPOLIS, IN 46218	317-546-7005	Hauling
	2560 KILGORE AVENUE MUNCIE, IN 47307 US	765-288-3611	Wastewater Treatment

OLERS FENCING & CONSTRUCTION	PO BOX 216 CENTERVILLE, IN 47330	765/962-2933	Fencing
OLYMPUS PAINTING, LLC	415 SCARBOROUGH ROAD VALPARAISO, IN 46385 US	219-973-9530	Painting
OPEN ROAD PAVING COMPANY, LLC	PO BOX 1700 CHAMPAIGN, IL 61824-1700 US	317-356-7288	Inertial Profiler
OTTO'S PARKING MARKING COMPANY, INC.	2449 EAST MAIN STREET GREENWOOD, IN 46143	317-882-8933	Markings, Bumpers
PACE CONSTRUCTION COMPANY, LLC	1620 WOODSON ROAD ST. LOUIS, MO 63114 US		Asphalt Paving
PARSONS CUNNINGHAM & SHARTLE ENGINEERS, INC.	1924 S. DAN JONES ROAD AVON, IN 46123	317-837-9900	Design Engineering
PARSONS TRANSPORTATION GROUP	LOCKBOX 89960 CHICAGO, IL 60695-1960 US	317-616-1000	Design Engineering
PATRIOT ENGINEERING AND ENVIRONMENTAL, INC	6150 EAST 75TH STREET INDIANAPOLIS, IN 46250 US	317-576-8058	Testing
PAUL I. CRIPE, INC	3939 PRIORITY WAY SOUTH DRIVE, SUITE 200 INDIANAPOLIS, IN 46240 US	317-844-8777	Construction Staking
PAVEMENT SOLUTIONS, INC	1308 LOCUST STREET MIDDLETOWN, IN 47356 US	765-444-8215	Pavement Markings
PEMBERTON-DAVIS ELECTRIC	916 E MCKINLEY AVE MISHAWAKA, IN 46545 US	574-277-7001	Electrical
PENHALL COMPANY	14045 NORTHALE BLVD. ROGERS, MN 55374	763-4282244	Milled Corrugations
PENYTON'S BARRICADE & SIGN CO	814 SPRING STREET JEFFERSONVILLE, IN 47130 US	812-283-6461	Traffic Signs
PINPOINT SERVICES, LLC	12514 STRAWTOWN AVE NOBLESVILLE, IN 46060 US	317-758-4645	Cutting & Grinding
PLANT BROTHERS EXCAVATING & CONSTRUCTION CO. LLC	10650 N AETHERON STREET ROSDALE, IN 47874 US	812-468-6975	Excavation
POINTEER EXCAVATING, INC.	PO BOX 36399 INDIANAPOLIS, IN 46236-0399	317-923-8837	Earthwork, storm
POU, INC (ACE STEEL ERECTION, INC)	2775 8TH STREET SHELBYVILLE, MI 49344 US	269-782-0311	Steel Erection
POYNTER SHEET METAL	775 COMMERCE PARKWAY WEST DRIVE GREENWOOD, IN 46143		Metal Fabrication
PREMIER EROSION CONTROL LLC	10226 WESTPORT RD MARYSVILLE, IN 47141 US	502-548-0425	Erosion Control
PREMIUM CONCRETE SERVICE, INC	712 RICHMOND STREET ELKHART, IN 4516-3785 US	574-264-0186	Concrete
PRO GREEN	PO BOX 143 NEW CASTLE, IN 47362	765-838-4866	Landscaping
PROFESSIONAL CONCRETE CUTTING AND DRILLING LLC	14124 EAST STATE ROAD 46 COLUMBUS, IN 47203 US	812-390-0196	Saw Cutting
PROFESSIONAL SWEEPING	1775 ROYAL OAKS DRIVE NORTH MONTICELLO, IN 47960	574/583-8143	Sweeping
PROTECTION PLUS, INC.	2345 SOUTH LYNHURST, SUITE 200 INDIANAPOLIS, IN 46241		Security
PYRAMID SIGN & DESIGN, INC.	515 FARABEE DRIVE LAFAYETTE, IN 47905	317-244-7569	Sign Fabrication
QUALITY SAW AND SEAL	7600 WEST 79TH STREET BRIDGEVIEW, IL 60455	765-447-4174	Bump Grinding
QUALITY SEALCOATING	6167 DALTON ROAD HAGERSTOWN, IN 47346 US	765-914-2565	Seal Coating
R.L.H. SEALCOATING	1970 STATE ROAD 44 MARTINSVILLE, IN 46151 US	765-342-8633	Seal Coating
RAILWORKS TRACK SERVICES	39530 TREASURY CENTER CHICAGO, IL 60694-9500	314-291-2233	Railroad Track
RAM CONSTRUCTION SERVICES	13800 ECKLES ROAD LIVONIA, MI 48150 US	734-464-3800	Bridges
RAMON EXCAVATING, INC	7690 W GIFFORD ROAD BLOOMINGTON, IN 47403 US	812-825-2164	Hauling
RANDALL MILLER & ASSOCIATES	300 EAST BROADWAY SUITE 106 LOGANSPOET, IN 46947 US	574-753-9353	Surveying
RC METAL WORK LLC	7204 SOUTH STATE ROAD 67 PENDLETON, IN 46064 US	765-778-1514	Metal Fabrication
REECE SEAL COATING, INC.	1205 W. Troy Avenue Indianapolis, IN 46225	317-784-1410	Seal Coating
REGIONAL SERVICES CORPORATION	6147 EAST STATE ROAD 44 FRANKLIN, IN 46131	317-736-5523	Testing
RESOLUTION GROUP, INC	7155 SHADELAND STATION WAY, SUITE 160 INDIANAPOLIS, IN 46256 US	317-407-4914	Erosion Control Plan
RESONANT MACHINES, INC.	11181 OVERBROOK RD. STE 200 LEAWOOD, KS 66211	816-931-3111	Concrete Recycling
REYNOLDS SEALING & STRIPING INC	720 BEECH STREET BOWLING GREEN, KY 42101 US	270-781-6609	Striping
RICK THOMAS MASONRY, LLC	1994 S WASHINGTON ROAD CENTERVILLE, IN 47330	765-855-2699	Masonry
RILEY RILEY CONSTRUCTION	PO Box 276 Indianapolis, IN 46206	317-634-5561	Undersealing
RIGHT-OF-WAY TURF & ORNAMENTAL, INC	PO BOX 1816 COLUMBUS, IN 47202-1816 US	812-378-3508	Landscaping
RINEHART'S LAWN CARE LANDSCAPING & SNOW REMOVAL	5905 STATE ROAD 121 RICHMOND, IN 47374 US	765-962-7940	Landscaping
RISK MANAGEMENT SERVICES	8227 NORTHWEST BLVD, SUITE 230 INDIANAPOLIS, IN 46278 US	317-872-8227	Safety Rep
RIVERTOWN CONSTRUCTION, LLC	PO BOX 444 NEWBURGH, IN 47629	812-853-8122	Concrete
ROADSAFE TRAFFIC SYSTEMS	3122 OLYMPIA DRIVE LAFAYETTE, IN 47909	765-471-8891	Traffic Signs/Markings
ROBERT HAINES, CO., INC	2747 N EMERSON AVENUE INDIANAPOLIS, IN 46218 US	317-547-5271	Waterproofing
ROCK SOLID MASONRY, LLC	5089 PRODUCTION DRIVE BLOOMINGTON, IN 47403 US	812-824-9505	Masonry
ROCK SOLUTIONS LLC	2006 EDMONTON ROAD TOMPKINSVILLE, KY 42167 US	270-487-1784	Rock Removal
ROHRSCHEIB SONS CAISSON, INC	PO BOX 236 NEW HUDSON, MI 48165 US	248-437-2005	Caissons
ROMCO OF COLUMBUS, INC.	1649 Rich Road Richmond, IN 47374	765-966-0857	Hauling
RON L. DIXON	7719 KNAPP ROAD INDIANAPOLIS, IN 46259 US		Environmental Engineering
ROSE SEEDING & SODDING, INC.	PO Box 311 Charlestown, IN 47111	812-256-4323	Seeding, Sodding, Grading
ROUDEBUSH GRADING, INC	17155 HARGER COURT NOBLESVILLE, IN 46060 US	317-770-9970	Seeding, Sodding, Grading
S.J. LUDLOW CONSULTING ENGINEERS, INC	450 EAST 96TH STREET, SUITE 500 INDIANAPOLIS, IN 46240 US	317-371-5539	Testing
SAFETY GROOVING & GRINDING, INC.	PO BOX 842911 LOS ANGELES, CA 90084	419/592-8666	Pavement Grinding

SAF-TI-CO	2400 MILLERS LANE LOUISVILLE, KY 40216-5389 US	502-772-2511	Construction Signs
SANJO STEEL, INC.	610 WEST MAIN STREET GREENWOOD, IN 46142	317-888-6227	Metal Fabrication
SCHUTTLICK COMPANY	4050 ROCKVILLE ROAD INDIANAPOLIS, IN 46222	317-571-1500	Bridges
SCODELLER CONSTRUCTION, INC	51722 GRAND RIVER AVE WIXOM, MI 48393 US	248-374-1102	Bridges
SECURPROS, INCORPORATED	738 MEDIANAH COURT INDIANAPOLIS, IN 46239 US	317-891-9049	Security
SEIG & ASSOCIATES, INC	13150 NORTH PENNTOWN ROAD SUMMAN, IN 47041	812-623-6700	Surveying
SIGNAL CONSTRUCTION INC.	5639 W US 40 Greenfield, IN 46140	317-894-0120	Traffic Signals, Electrical
SITE TECH CORPORATION	1250 E CR 700 S Lewisville, IN 47352	317-467-9590	Clearing
SIZEMORE LANDSCAPING, INC.	21481 STATE LINE LAWRENCEBURG, IN 47025	812-537-0970	Landscaping
SJCA P.C.	9102 N MERIDIAN STREET, STE 200 INDIANAPOLIS, IN 46260 US	317-566-0629	Construction Staking
SKOBEL FENCING	P.O. BOX 2548 COLUMBUS, IN 47202	812-372-5205	Fencing
SLUSSER'S GREEN THUMB, INC.	PO Box 33 Logansport, IN 46947-0033	800-762-7442	Seeding, Sodding, Grading
SMITH BREHOB & ASSOCIATES, INC	2755 E CANADA DRIVE, SUITE 102 BLOOMINGTON, IN 47401 US	812-336-6536	Construction Engineering
SNEDEGAR CONSTRUCTION, INC	6935 SOUTH OLD ST RD 37 BLOOMINGTON, IN 47403 US	812-824-6889	Storm Sewer
SOS SERVICES	17220 HARGER COURT NOBLESVILLE, IN 46060 US	317-219-4321	Sewer Systems
SOUTHERN INDIANA SEEDING, LLC	10228 WESTPORT ROAD MARYSVILLE, IN 47141 US	502-548-0425	Seeding
SPECIALTIES COMPANY, LLC.	9350 E. 30th Street Indianapolis, IN 46229	317-594-0291	Milling, Guardrail, Concrete
SPECIALTY WATERPROOFING, INC	PO BOX 127 FRANKFORT, IN 46041 US	765-242-4005	Waterproofing
SPEIDEL CONSTRUCTION INC	15483 ENTERPRISE WAY CULPEPER, VA 22701 US	540-825-9660	Surface Prep Airfields
SPOHN ASSOCIATES, INC	328 SANDBROOK DRIVE NOBLESVILLE, IN 46062 US	317-804-5204	Railing
STAR ENVIRONMENTAL, INC.	2215 ALVORD STREET INDIANAPOLIS, IN 46205	317-295-1281	Environmental Hazards
STATE-LINE VAC SERVICE	PO BOX 5 SULPHUR SPRINGS, IN 47388-0005	877-533-5040	Vacuum Service
STRAIGHT LINES, INC.	1251 SHADELAND RD LAFAYETTE, IN 47909	765-538-3485	Sealing
SUBSURFACE CONSTRUCTORS INC	101 ANGELICA ST ST LOUIS, MO 63147 US	314-421-2460	Concrete Columns
SULLIVAN CONSTRUCTION, INC	PO BOX 359 PAOLI, IN 47454 US	812-723-5840	Concrete
SUN ELECTRIC, INC.	PO Box 746 Plainfield, IN 46168	317-837-9764	Electrical
SUNSET HILL FENCE COMPANY	1440 W. 2ND BLOOMINGTON, IN 47401 US	812-332-2547	Fencing
SUPERIOR EROSION CONTROL, LLC	PO BOX 25 CHARLESTOWN, IN 47111	812-256-3641	Seeding, Sodding, Grading
SUPERIOR FENCE COMPANY	2002 HILLSIDE AVENUE INDIANAPOLIS, IN 46218-3543	317-634-1505	Fencing
SURFACE PREPARATION TECHNOLOGIES, LLC	PO BOX 634 NEW KINGSTOWN, PA 17072 US	717-697-1450	Milled Corrugations
SURVEY TECH P.C.	7172 NORTH KEYSTONE INDIANAPOLIS, IN 46240	317-255-9339	Surveying
T & T EXCAVATING & PAVING, LLC	1945 N GARDNER SCOTTSBURG, IN 47170 US	812-752-2898	Excavation, Paving
T & T PIPE RENOVATIONS, LLC	1367 S. STATE ROAD 60 SALEM, IN 47167 US	812-883-6644	Pipe Liner
T.E.M GROUP, INC	3560 BASHFORD AVENUE LOUISVILLE, KY 40218 US	502-454-0701	Electrical
TATMAN SIMS & PEDIGO CORP	8311 N LEE PAUL ROAD BLOOMINGTON, IN 47404 US	812-935-8772	Surface Seal
TAYLOR CONCRETE SERVICE, INC	3505 SOUTH DUNCAN ROAD BLOOMINGTON, IN 47403 US	812-327-2138	Concrete
TAYLOR PAINTING	1978 HAVEMANN RD #251 CELINA, OH 45822 US	419-586-2712	Painting
TBIRD DESIGN SERVICES	105 N 10TH STREET LAFAYETTE, IN 47901	765-742-1900	Surveying
TC ELECTRIC, INC	2817 W 100 S FRANKLIN, IN 46131	765-425-7109	Electrical
TEMPLE & TEMPLE EXCAVATING & PAVING, INC	1367 S STATE RD 60 SALEM, IN 47167	812-883-6644	Pipe Liner
TERRAPRO, LLC	PO BOX 60161 INDIANAPOLIS, IN 46250 US	317-371-7151	Sweeping
TERRILL LAWN CARE & EXCAVATING	519 N 475 W SWITZ CITY, IN 46465 US		Landscaping
TES TECH, INC	8534 YANKEE STREET DAYTON, OH 45458 US	317-845-3133	Design Engineering
THE HARPER COMPANY	PO BOX 420 HEBRON, KY 41048 US	859-586-8890	Concrete Paving
THE NEW GROUP INC	1339 SUNDAY DRIVE INDIANAPOLIS, IN 46217 US	317-783-7124	Waterproofing
THE SCHNEIDER CORPORATION	8901 OTIS AVENUE INDIANAPOLIS, IN 46216-1037 US	317-898-8282	Design Engineering
THOMAS INDUSTRIAL COATING	2070 HIGHWAY Z PEVELY, MO 63070 US	636-475-3500	Bridge Painting
THOMAS PLASTIC MACHINERY, INC	PO BOX 189 SCOTTSBURG, IN 47170 US	812-869-2813	Sand Blasting
TIFFANY LAWN & GARDEN SUPPLY, INC.	4931 ROBISON ROAD INDIANAPOLIS, IN 46268	317/728-4900	Topsail
TODD'S TREE SERVICE	5144 N OLD 41 VINCENNES, IN 47591 US		Tree Cutting
TRAFFIC CONTROL SPECIALISTS, INC	1810 W PACIFIC AVENUE KNOX, IN 46534 US	574-772-7001	Raised Pavement Markings
TREE MOVERS, INC.	3253 N 800 W GREENFIELD, IN 46140	317-894-9121	Tree Cutting
TRI-STATE FORESTRY SERVICES INC	15170 RIVER ROAD NOBLESVILLE, IN 46062 US	765-332-2649	Tree Cutting
TROTTER CONSTRUCTION CO., INC	4165 MILLERSVILLE ROAD INDIANAPOLIS, IN 46205	317-543-0053	Concrete, Storm Pipe
TRUGREEN CHEM/LAWN	3308 IMPERIAL PARKWAY, SUITE E LAFAYETTE, IN 47909 US	800/589-8744	Landscaping

TURN KEY TUNNELING, INC	1247 STIMMEL ROAD COLUMBUS, OH 43223 US	614-275-4832	Pipe Boring, Jacking
TWIN CITY ELECTRIC	PO BOX 4513 LAFAYETTE, IN 47903	765-474-1463	Electrical
UNITED CONSULTING	8440 ALLISON POINT BLVD, SUITE 200 INDIANAPOLIS, IN 46250 US	317-895-2585	Construction Staking
US HYDROVAC, INC	125 W. SOUTH STREET, UNIT 1751 INDIANAPOLIS, IN 46206 US	317-296-8003	Hydro Demolition
UST CONSULTANTS, INC.	8415 E 56th Street Indianapolis, IN 46216-2200	317-544-4986	Construction Staking
VALUE FENCE COMPANY	7122 WEST DINSMORE ROAD BLOOMINGTON, IN 47403 US	812-824-9881	Fencing
VENUS PAINTING CO INC	443 FORESTWOOD DR VALPARAISO, IN 46385 US	219-531-9354	Bridge Painting
VIBRONICS, INC	PO BOX 5488 EVANSVILLE, IN 47716 US	812-205-8001	Testing
VICTORY TRUCKING & SUPPLY INC DBA THREE RIVERS BARRICADE	3330 TAYLOR STREET FORT WAYNE, IN 46802	260-435-1611	Stripping
WABASH VALLEY ASPHALT, LLC	PO BOX 9778 TERRE HAUTE, IN 47808-9778	812-232-8094	Asphalt Paving
WALKER TREE SERVICE & CLEAN-UP, LLC	PO BOX 133 WEST NEWTON, IN 46183 US		Tree Cutting
WAREX, LLC	PO BOX 310 BOONEVILLE, IN 47601 US		Aggregates
WAYMAN & ASSOCIATES, INC.	402 CIRCLE STREET SEYMOUR, IN 47274	812-473-6066	Construction Staking
WEDDLE BROS. BUILDING GROUP, LLC	PO BOX 1330 BLOOMINGTON, IN 47402 US	812-339-9500	Building Construction
WEST ELECTRIC, INC	1320 E. 60TH STREET ANDERSON, IN 46013 US	765-643-6444	Electrical
TWG GRADING INC	PO BOX 7038 FISHERS, IN 46038 US	317-710-4502	Grading
WHITE KNIGHT SERVICES	64725 APPLE LANE GOSHEN, IN 46526	574-534-3910	Security
WHITEHEAD CONSTRUCTION, INC	875 E BUSINESS 30 COLUMBIA CITY, IN 46725 US	260-999-4156	Concrete
WHITEWATER CONSTRUCTION	1417 SHERIDAN STREET RICHMOND, IN 47374 US	765-935-4584	Building Construction
WIGGINS TREE SERVICE	P.O. BOX 125 WESTPORT, IN 47283	812-591-3736	Tree Cutting
WILLIAMS SIGNS, INC	6407 WHIPPOORWILL LANE LAFAYETTE, IN 47905	765-448-6725	Construction Signs
WL MARKERS, INC	2834 FISHER ROAD COLUMBUS, OH 43204 US	614-279-2544	Corrugations
WOODS ELECTRICAL CONTRACTORS, INC	4180 N STARNES ROAD BLOOMINGTON, IN 47404 US	812-876-7877	Electrical
YOUNG TRUCKING, INC	8647 E STATE ROAD 45 UNIONVILLE, IN 47468	812-332-0403	Hauling

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE SUBMITTED UPON AWARD OF CONTRACT

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

SEE ATTACHED EQUIPMENT LIST. THE EQUIPMENT UTILIZED WILL BE THAT NECESSARY TO COMPLETE THE JOB.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

YES WE HAVE RECEIVED OFFERS

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SEE ATTACHED FINANCIAL STATEMENT

SECTION IV CONTRACTOR'S NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at LAFAYETTE, INDIANA this 26 day of OCTOBER, 2020

MILESTONE CONTRACTORS L.P. BY
CONTRACTORS UNITED, INC - GENERAL PARTNER

(Name of Organization)

By

Kenneth M. Walker
KENNETH M. WALKER, DIRECTOR OF ESTIMATING

(Title of Person Signing)

ACKNOWLEDGMENT

STATE OF INDIANA)

)ss:

COUNTY OF TIPPECANOE)

Before me, a Notary Public, personally appeared the above-named Kenneth M. Walker and swore that the statements

contained in the foregoing document are true and correct.

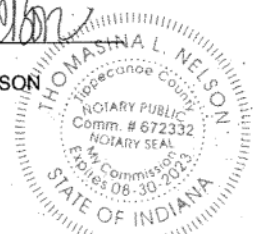
Subscribed and sworn to before me this 26 day of OCTOBER, 2020.

Thomasina L. Nelson
Notary Public

THOMASINA L. NELSON

My Commission Expires: AUGUST 30, 2023

County of Residence: TIPPECANOE



BID OF

MILESTONE CONTRACTORS, L.P. (Contractor)

3301 SOUTH CR 460 EAST (Address)

LAFAYETTE, INDIANA 47905

FOR

PUBLIC WORKS PROJECTS

OF

BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY,
INDIANA

REPLACEMENT OF BRIDGE NO. 79

Filed OCTOBER 26, 2020

Action Taken

BID BOND

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER

Milestone Contractors, L.P.

as principal, and

SURETY: [Name]

Continental Casualty Company

[Address]

151 N. Franklin Street

Chicago, IL 60606

as Surety,

are firmly bound unto the Board of County Commissioners of Montgomery County, Indiana in the full and just sum of an amount equal to ***TEN PERCENT*** of the amount of the Principal's bid, to the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if the Board of County Commissioners of Montgomery County shall award the Principal the contract and the Principal shall promptly enter into a contract with the Board of County Commissioners of Montgomery County, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals :

<< BIDDER >>

Milestone Contractors, L.P. By Contractors
United, Inc. - General Partner

(Bid Bond)

Kenneth M. Walker

(Signature)

Kenneth M. Walker

(Printed)

Director of Estimating

(Title)

State of Indiana. County of Tiptecanoe, SS:

Before me, the undersigned Notary Public, personally appeared;

Kenneth M. Walker as Principal and acknowledged the execution of the above
bond on this 26th day of October, 2020.

My Commission Expires: 08-30-2023

Tiptecanoe
(County of Residence)

Thomasina L. Nelson
(Notary Signature & Seal)



<< SURETY >>

Continental Casualty Company

(Bid Bond)

Kathryn R. Postma

(Signature)

Kathryn R. Postma

(Printed)

Attorney-in-Fact

(Title)

State of Indiana. County of Hamilton, SS:

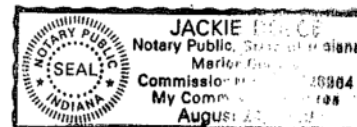
Before me, the undersigned Notary Public, personally appeared;

Kathryn R. Postma as Surety and acknowledged the execution of the
above bond on this 26th day of October, 2020.

My Commission Expires: August 24, 2028

Marion
(County of Residence)

Jackie Dolce
(Notary Signature & Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brian T. Morton, Lisa M. Parsley, Kathryn R. Postma, Larry J. Simons, Individually

of Indianapolis, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of August, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Brufat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of August, 2020, before me personally came Paul T. Brufat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 26th day of October, 2020.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary


Form F6853-4/2012


Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.








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Authorization to Issue Notice to Proceed

Tuesday, December 15, 2020 9:50 AM



MONTGOMERY COUNTY ENGINEER

110 West South Boulevard

Crawfordsville, IN 47933

Office: (765) 361-2623

Fax: (765) 361-3238

Email: james.peck@montgomerycounty.in.gov

Website: www.montgomerycounty.in.gov

Commissioners

Jim Fulwider, President

John Frey, Vice President

Dan Guard, Member

County Engineer

James (Jim) Peck, PE

NOTICE TO PROCEED

December 30, 2020

Mr. Kenneth M. Walker

Milestone Contractors, LP

3301 South County Road 460 East

Lafayette, Indiana 47905

Re: Bridge #79
County Road 100 West over Black Creek
Montgomery County, Indiana

Dear Mr. Walker,

Please consider this your Notice to Proceed for the construction of Bridge #79 located on County Road 100 West over Black Creek in Montgomery County. Construction of Bridge #79 shall be in accordance with the construction plans prepared by United Consulting and Indiana Department of Natural Resources permit requirements. Please schedule a pre-construction meeting at your convenience.

If you have any questions, please do not hesitate to contact me at 765-361-4132.

Sincerely,

Jim Peck, PE

Montgomery County Engineer

cc: Commissioner Jim Fulwider
Commissioner John Frey
Commissioner Dan Guard
Jake Lough, Montgomery County Highway Department
Tom Klein, Montgomery County Administrator
Nick Kocher, PE, United Consulting

Resolution 2020-26

Resolution Approving Funding Agreement with City of Crawfordsville for Montgomery County Solid Waste Management District

WHEREAS, on January 1, 2021, Montgomery County will begin to administer solid waste management in the County by way of a new district, the Montgomery County Solid Waste Management District; and

WHEREAS, the City of Crawfordsville has agreed to provide funding for the District's operations in 2021 in the amount of \$54,000 and an amount in 2022 equal to the cost of providing solid waste management services for the City; and

WHEREAS, the attached agreement would bind the City and County to this funding arrangement; and

WHEREAS, the Board of Commissioners finds that the attached agreement should be approved and that the President of the Board should be authorized to execute the agreement on behalf of the Board.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. The attached funding agreement between Montgomery County and the City of Crawfordsville is hereby approved;
2. The President of the Board of Commissioners of Montgomery County is hereby authorized, on behalf of the County, to enter into the Funding Agreement, which is attached hereto as Exhibit A, in order to bind the County to the terms and conditions of said agreement. The President shall also execute all documents necessary to effectuate this agreement.

ADOPTED this 30th day of December, 2020.

Board of Commissioners of Montgomery County

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member
Constituting a majority of the Board

ATTEST:

Jennifer Andel, Auditor

**AGREEMENT BETWEEN MONTGOMERY COUNTY AND CITY OF
CRAWFORDSVILLE FOR FUNDING OF MONTGOMERY COUNTY
SOLID WASTE MANAGEMENT DISTRICT**

THIS AGREEMENT, entered into by and between the Montgomery County Board of Commissioners and the City of Crawfordsville, IS TO WITNESS THAT:

WHEREAS, Montgomery County (County) is a member of the West Central Solid Waste Management District with Putnam and Parke Counties; and

WHEREAS, in 2020, the County and the City of Crawfordsville (City) began studying whether the County and City could more effectively provide solid waste management through a collaborative effort; and

WHEREAS, the study found that the County and City could deliver existing management services and other services to the citizens of the County and City more effectively and at less cost to the taxpayers; and

WHEREAS, as a result of these findings, the County elected to withdraw from West Central Solid Waste Management District, effective December 31, 2020, and establish the Montgomery County Solid Waste Management District, as provided for by Indiana Code 13-21-3-1(b)(2), effective January 1, 2021; and

WHEREAS, on September 28, 2020, the County Board of Commissioners adopted Ordinance 2020-31 which designated the County as a Solid Waste Management District, effective January 1, 2021, and provided for the composition of the District Board, its powers and duties, and other rules as required by law. This

ordinance is codified as Section 33.14 of the Montgomery County Code, and this Section is attached as Exhibit A; and

WHEREAS, the Board will include seven (7) members, including the three (3) County Commissioners, one (1) member of the County Council, the Mayor of Crawfordsville, one (1) member of the Crawfordsville City Council, and one (1) member of a Town Council in Montgomery County; and

WHEREAS, the City has committed to contributing the sum of \$54,000 for 2021 and an amount equal to the cost of solid waste management services provided in the City in 2022 for 2022 and has agreed to make payments to the County on or before January 31st and July 31st of each year equal to one-half of the City's annual contributions; and

WHEREAS, the County has committed to providing all other funding for the District's operations; and

WHEREAS, the purpose of this agreement is to formalize the funding commitments of each party for the District.

IT IS, THEREFORE AGREED as follows:

1. **City Contribution:** The City agrees to contribute to the County for the County Solid Waste Management District operations the sum of \$54,000 in 2021 and an amount equal to the cost of solid waste management services provided in the City in 2022 for 2022, and the City will pay one-half of its annual contribution each year to the County on or before January 31st and on or before July 31st of each year;

2. **County Contribution:** The County agrees to provide all of the rest of the funding necessary for the District's operations for 2021 and 2022;

3. **Budget:** The District budget will be determined by the District Board, after receiving comments from the Advisory Board, and must be submitted to the County Board of Commissioners and County Council, and approved by the Indiana Department of Local Government Finance.

4. **Breach:** In the event of a breach by either party, the non-breaching party has all rights and remedies provided for by Indiana law, including but limited to a claim for breach of contract, and the non-breaching party is entitled to recover from the breaching party any and all damages caused by the breach and any and all reasonable attorney's fees, court costs and litigation expenses incurred in the prosecution of a case for breach.

5. **General:** This agreement will be construed under the laws of the State of Indiana. This agreement contains the parties' entire agreement. No verbal agreements are enforceable. This agreement may be modified only by the parties' written agreement.

In Witness Whereof, the parties have executed this agreement as shown below.

MONGOMERY COUNTY:

CITY OF CRAWFORDSVILLE:

James D. Fulwider, President
Board of Commissioners

Todd Barton, Mayor

Date: _____

Date: _____

EXHIBIT A

“§ 33.14 MONTGOMERY COUNTY SOLID WASTE MANAGEMENT DISTRICT

- (A) *Montgomery County Solid Waste Management District.* It is hereby established by the Montgomery County Board of Commissioners, pursuant to Indiana Code §13-21-3-1(b)(2) and by ordinance, that Montgomery County designates itself as a county solid waste management district, known as the Montgomery County Solid Waste Management District, effective January 1, 2021. The jurisdictional area of the District is all of Montgomery County.
- (B) *Board of Directors.* The Board of Directors of the Montgomery County Solid Waste Management District is the governing board of the District. The Board consists seven (7) members, including two (2) members appointed by the Board of Commissioners from the membership of the Board of Commissioners, one (1) member appointed by the Montgomery County Council from the membership of the Council, one (1) member who is the Mayor of the City of Crawfordsville, one (1) member appointed by the City of Crawfordsville City Council from the City Council's membership, one(1) member appointed by the Board of Commissioners who is a member of the legislative body of a town in Montgomery County who is appointed to represent the towns in the County, and one (1) additional member appointed by the Board of Commissioners from the membership of the Board of Commissioners.
- (C) *Terms.* All terms for members are co-extensive with the member's term in office in that body.
- (D) *Removal of Member of Board of Directors.* All members of the Board serve at the pleasure of their appointing authority.
- (E) *Solid Waste District Plan.* On or before May 1, 2021, the Board of Directors must submit a District Plan to the Commissioner of the Indiana Department of Environmental Management (IDEM). Within sixty (60) days of submission of the plan to the Commissioner, the District will present the Plan to the Board of Commissioners for approval.

(F) *Vacancies.* If a vacancy occurs, the body that appointed the vacating member will fill the vacancy by appointment and notify the Board Chairperson of the appointment.

(G) *Oath.* A member of the Board of Directors must take and execute the oath prescribed by Indiana Code § 5-4-1 before serving on the Board.

(H) *Officers.* At its organization meeting each year, the Board will elect a Chairperson, Vice Chairperson, and Controller. The Chairperson and Vice Chairperson must be members of the Board. The Controller may not be a member of the Board.

(I) *Controller Duties.* The Controller will:

- (1) Be the official custodian of all District money and, subject to the terms of a resolution or trust indenture under which bonds are issue, deposit and invest all District money in the same manner as other County money is deposited and invested, as provided by Indiana Code 5-13;
- (2) be responsible to the Board for the fiscal management of the District;
- (3) Be responsible for the proper safeguarding and accounting of the District's money;
- (4) Issue warrants approved by the Board after a properly itemized and verified claim has been presented to the Board on a claim docket. The Board may, by resolution, authorize the Controller to make payment of claims for payroll, State solid waste fees, and specified vendors without prior approval of claims.
- (5) make financial reports of District money and present reports to the Board for the Board's approval;
- (6) prepare the District's annual budget; and
- (7) perform any other duties prescribed by the Board which are consistent with Indiana law.

(J) *Solid Waste Management Advisory Committee.* Within thirty (30) days of the Board's establishment, the Board will appoint and convene a Solid Waste Advisory Committee.

- (1) *Membership.* The Advisory Committee will consist of five (5) members. Two members must be members of the solid waste industry operating in Montgomery County. Three members must be members of the environmental community and other citizens who are knowledgeable and interested in environmental issue and who are not employed directly or indirectly by the solid waste industry.
- (2) *Terms.* The terms of members of the Advisory Committee will be set by the Board.

(3) *Meetings*. The Advisory Committee must conduct at least two (2) joint meetings with the Board each year and at least two (2) other meetings each year. The Committee must allow public comment at all meetings.

(4) *Duties*. The Advisory Committee will:

- (a) study the subjects and problems specified by the Board and recommend to the Board additional problems in need of study and discussion;
- (b) report periodically to the Board;
- (c) study subjects not specified by the Board if the Advisory Committee determines a study is warranted and report to the Board;
- (d) review the annual budget and comment on the budget at a public meeting.

(K) *Annual Budget*. The annual budget of the District must be submitted to the Board of Commissioners and the County Council and approved by the Indiana Department of Local Government Finance.

(L) *Powers*. The Board has all powers provided for by Indiana Code 13-21-3-12 and other provisions of Indiana law.

(M) *Annual Report*. Prior to March 1st each year, the Board must submit to the Indiana Department of Environmental Management, the Department of Local Government Finance, and the Board of Commissioners its annual report, as required by Indiana Code 13-21-3-13.5. The District will also publish its annual report on the County Website.

(N) *Salary*. Board members shall not receive a salary for service to the Board.

(O) *By-Laws*. The Board will adopt By-Laws for the governance and procedures for hearings.

(P) *Meetings*. The Board will conduct its annual meeting on the second Monday in January at 10 a.m. The Board will meet monthly thereafter on a date and at a time selected by the Board at its annual meeting.

(Q) *Authority Quorum; Participation; Voting*. To conduct official business of the Board, all meetings must possess a quorum, consisting of a majority of the members. A majority vote of the members is required for action by the Board."

Resolution 2020-27

Friday, December 11, 2020 2:27 PM

Resolution 2020-27

Resolution Approving Intergovernmental Cooperation Agreement With City of Crawfordsville for Exercise of Planning, Zoning and Building Jurisdiction for Certain Parcels Subject to Annexation

WHEREAS, the Montgomery County Board of Commissioners (County) and the City of Crawfordsville (City) seek to cooperate in the planning, zoning and building regulation of certain parcels of land in the unincorporated areas of Montgomery County which are subject to annexation proceedings with the City; and

WHEREAS, the County is willing to allow the City to exercise planning, zoning and building jurisdiction over certain parcels of land which are subject to annexation proceedings with the City, under certain terms and conditions, and the City is willing to exercise such jurisdiction; and

WHEREAS, the County and City have prepared a proposed interlocal cooperation agreement which reflects their agreement regarding the exercise of this jurisdiction; and

WHEREAS, the Board of Commissioners finds that the approval of this agreement will ease development of land, that the interlocal agreement is in the best interests of the citizens of Montgomery County and that it should be approved;

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. The intergovernmental cooperation agreement regarding the exercise of planning, zoning and building jurisdiction by the City, which is attached as Exhibit A, is hereby approved;
2. The President of the Board of Commissioners of Montgomery County is hereby authorized, on behalf of the County, to enter into the Intergovernmental Cooperation Agreement in order to bind the County to the terms and conditions of said agreement. The President shall also execute all documents necessary to effectuate this agreement.

3. The County Attorney will advise the Board of Commissioners of the execution of the Intergovernmental Cooperation Agreement by the City;

4. Upon approval of a reciprocal resolution by the City, the Auditor will immediately record the agreement in the Office of the Recorder and file the agreement with the Indiana Department of Local Government Finance within sixty (60) days of its recording.

ADOPTED this 30th day of December, 2020.

Board of Commissioners of Montgomery County

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member
Constituting a majority of the Board

ATTEST:

Jennifer Andel, Auditor

**INTERLOCAL GOVERNMENTAL AGREEMENT WITH CITY OF CRAWFORDSVILLE FOR PLANNING,
ZONING AND BUILDING JURISDICTION FOR ANNEXATIONS**

WHEREAS, Montgomery County (County) has jurisdiction of planning, zoning and building regulation of land in the unincorporated portions of Montgomery County; and

WHEREAS, the City of Crawfordsville (City) has jurisdiction of planning, zoning and building regulation of land in its corporate boundaries; and

WHEREAS, periodically, the City receives from landowners outside of its corporate boundary voluntary petitions for annexation of land into the City; and

WHEREAS, landowners filing these voluntary petitions who wish to begin development during the annexation process may be required to begin the process of obtaining planning, zoning, building and related approvals from the County and then, after the annexation is effective, obtain approvals of planning, zoning, building and related matters from the City; and

WHEREAS, this dual system of planning, zoning and building approvals which includes both the County and City under different ordinances and procedures may cause delays in development and/or confusion for developers who pursue annexation and may result in development which is inconsistent with the goals and purposes of the ordinances of both the City and County; and

WHEREAS, in order to eliminate any possible conflict in the planning, zoning and building regulations which may occur during an annexation, the County is willing to allow the City to exercise planning, zoning and building jurisdiction of land in the unincorporated areas of the County if:

1. the City received a petition for a voluntary annexation from a landowner of land in the unincorporated area of the County;
2. the City Council accepts the petition for voluntary annexation;
3. the City provides to the landowner a willing to serve letter which indicates that the City will provide sanitary services to the parcels subject to the annexation petition; and
4. jurisdiction for planning, zoning and building regulation will automatically revert back to County if:
 - a. the annexation petition is withdrawn by the landowner;
 - b. the acceptance of the petition for annexation is revoked or rescinded by the City Council;

- c. the annexation ordinance is not adopted by the City Council within twelve (12) months of acceptance of the petition for annexation;
- d. the annexation ordinance does not become effective within eighteen (18) months of the acceptance of the petition for annexation; or
- e. the City does not provide sanitary services to the parcels annexed within twenty-four (24) months of the effective date of the annexation.

WHEREAS, the City is willing to exercise planning, zoning and building jurisdiction for Land under these terms and conditions; and

IT IS, THEREFORE, AGREED by and between Montgomery County and the City of Crawfordsville that, pursuant to Indiana Code §36-1-7, the County agrees to allow the City to exercise planning, zoning and building jurisdiction for land in the unincorporated areas of the County which are subject to a voluntary annexation proceeding with the City and which satisfies the terms and conditions of this agreement, and the City agrees to provide planning, zoning and building regulation and to exercise jurisdiction therefor, as provided in this agreement, upon the following terms and conditions:

1. **Term:** The term of this agreement shall be for two (2) years, commencing January 31, 2021.
2. **Administration:** This agreement will be administered by a joint board comprised of the County Zoning Administrator and the City Planner.

3. Exercise of Planning, Zoning and Building Jurisdiction: The City will exercise planning, zoning and building jurisdiction of certain land in the unincorporated areas of the County which is the subject of voluntary annexation proceedings with the City if:

- a. the City received a petition for a voluntary annexation from a landowner of land in the unincorporated area of the County;
- b. the City Council accepts the petition for voluntary annexation;
- c. the City provides to the landowner a willing to serve letter which indicates that the City will provide sanitary services to the parcels subject to the annexation petition; and
- d. jurisdiction for planning, zoning and building regulation of the parcels subject to the petition for annexation will automatically revert back to County if:
 - i. the annexation petition is withdrawn by the landowner;

- ii. the acceptance of the petition for annexation is revoked or rescinded by the City Council;
- iii. the annexation ordinance is not adopted by the City Council within twelve (12) months of acceptance of the petition for annexation;
- iv. the annexation ordinance does not become effective within eighteen (18) months of the acceptance of the petition for annexation; or
- v. the City does not provide sanitary services to the parcels annexed within twenty-four (24) months of the effective date of the annexation.

4. Equipment: There will be no shared equipment.

5. Personnel: There will be no joint employees.

6. Financial: There will be no shared funds.

7. Real Estate: The parties will own no joint real estate.

8. Personal Property: The parties will own no joint personal property.

9. Custodian of funds: The parties do not anticipate having joint funds. But to the extent landowners pay fees for approvals to the City for planning, zoning and building approvals, the City Clerk-Treasurer will be the custodian of all funds.

10. Termination: Either party may terminate this agreement by providing the other party written notice of termination at least 90 days prior to the effective date of the termination.

11. Notices: Any notices contemplated by this agreement shall be provided to the President of the Board of County Commissioners and the County Attorney for the County and to the Mayor and City Attorney for the City.

12. Reciprocal Resolution: The County and City must each adopt reciprocal resolutions approving this agreement prior to this agreement becoming effective.

13. Authority: Each person executing this agreement represents that he or she has the legal authority to sign this agreement and to bind his or her party to the terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates noted below:

MONTGOMERY COUNTY

CITY OF CRAWFORDSVILLE

By: _____
James D. Fulwider
President, Board of Commissioners

By: _____
Todd D. Barton
Mayor

Date: _____

Date: _____

Attest: _____
Jennifer Andel, Auditor

Attest: _____
Terri Gadd, Clerk-Treasurer

Resolution 2020-28

Friday, December 11, 2020 2:27 PM

Resolution is below the quote from Midland Engineering.



Midland Engineering Company • 52369 State Road 933 North • South Bend, Indiana 46637
P.O. Box 1019 • South Bend, Indiana 46624
Telephone (574) 272-0200 • Fax Number (574) 272-7400
e-mail address: midland@midlandengineering.com
www.midlandengineering.com



December 14, 2020

Mr. Jim Peck
Montgomery County
110 West South Boulevard
Crawfordsville, IN 47933

P
R
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A
L

Reference: Montgomery County Courthouse Repair

Dear Mr. Peck:

In reference to the project above, Midland Engineering is pleased to present you with the following scope of work for your review:

- Provide 125' Manlift on site for 1 week.
- Provide 2 sheet metal workers on site for 3 days to perform repairs in leak areas and inspect all other sheet metal conditions. We include repair of 8 copper gutter brackets on the south side of the courthouse.
- Provide 2 slaters on site for 2 days to perform minor repairs in leak area and inspect all roof areas.
- Provide report with pictures of all findings.

Contract Price: **FIFTEEN THOUSAND, ONE HUNDRED DOLLARS (\$15,100.00)**

ROOFING / SHEET METAL / MASONRY RESTORATION / WATERPROOFING

MEMBERS: SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION
NATIONAL ROOFING CONTRACTORS ASSOCIATION • MIDWEST ROOFING CONTRACTORS ASSOCIATION

TERMS AND CONDITIONS: If the work is completed within 30 days of its commencement, payment in full is due upon receipt of invoice. In all other cases, payment of 95 % of the work completed shall be due upon receipt of invoice covering partial billing with final payment due upon receipt of invoice covering final billing. Non-payment in accordance with the above shall be cause for terminating performance. If payments are not made when due, interest, costs incidental to collection and attorney's fees shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2 % per month. Customer waives application of valuation and appraisal laws. Not liable for failure to perform caused by strikes, fire or anything beyond our control. Quotations subject to change without notice. Estimates limited to 15 days acceptance.

If you have any questions or concerns, please do not hesitate to call (574) 271-3805, extension 132.

Sincerely,

MIDLAND ENGINEERING COMPANY



Gregory R. Seiss, RRO
Vice President Operations

GRS/cam

Montgomery County Repair (12-14-20)-p

This proposal, which includes all labor, material and equipment necessary to perform the work described above, is being submitted for your acceptance. Please sign in the space provided below and return to our office at your earliest convenience. It is the intent of the parties that execution of this document creates a binding contract. Materials purchased related to this contract will be invoiced to you upon receipt at the job site or our warehouse. The remaining contract amount due will be invoiced to you as work progresses. Warranty issuance, if applicable, will occur upon receipt of final payment of the contracted amount. Any other payment terms and conditions applicable to this contract are stated below.

ACCEPTED: _____ DATE: _____

TERMS AND CONDITIONS: If the work is completed within 30 days of its commencement, payment in full is due upon receipt of invoice. In all other cases, payment of 95 % of the work completed shall be due upon receipt of invoice covering partial billing with final payment due upon receipt of invoice covering final billing. Non-payment in accordance with the above shall be cause for terminating performance. If payments are not made when due, interest, costs incidental to collection and attorney's fees shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/4 % per month. Customer waives application of valuation and appraisal laws. Not liable for failure to perform caused by strikes, fire or anything beyond our control. Quotations subject to change without notice. Estimates limited to 15 days acceptance.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Resolution 2020-

Authorizing Emergency Repair of Courthouse

Whereas, the Montgomery County Administrator Tom Klein has reported to the Board of Commissioners that based upon inspections and analysis of the Courthouse roof by Building Commissioner Marc Bonwell and County Engineer James Peck there are roof, shingle and gutter repairs needed at the Courthouse; and

Whereas, Bonwell and Peck report that without the repairs being performed as soon as possible water and other substantial damage may occur to the Courthouse; and

Whereas, the Board finds that an emergency exists and that, pursuant to Indiana Code 36-1-12-9, the Board should dispense with the solicitation of bids and quotes and the publication of notice thereof, as is usually required by Indiana law, and invite quotes from two persons known to perform the type of work needed for these repairs; and

Whereas, Peck has invited quotes from two companies known to perform the type of work needed, namely Midland Engineers and _____, and Midland Engineers responded with a quote in the amount of \$15,100 for the repairs; and

Whereas, the Board finds that, because an emergency exists, the County should engage Midland Engineers to perform the repair work needed as soon as possible for the sum of \$15,100.

Whereas, the County Engineer should for a period of five (5) years maintain in his office in a separate file all contract records of this emergency work and this resolution.

It is therefore resolved, that because the current condition of the Courthouse roof must be repaired immediately in order to avoid water and other substantial damage to the Courthouse, an emergency is hereby declared, pursuant to Indiana Code 36-1-12-9.

It is further resolved that the quote of Midland Engineering for repairs to the Courthouse roof in the amount of \$15,100 is hereby approved.

It is further resolved, that the County Engineer will for a period of five (5) years maintain in a separate file in his office this resolution and documentation of the contract for repairs.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioners this 30th day of December, 2020.

Montgomery County Board of Commissioners

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2020-37

Thursday, December 17, 2020 11:11 AM

MONTGOMERY COUNTY COMMISSIONERS

RESOLUTION NO. 2020-37

A RESOLUTION EXTENDING A PUBLIC HEALTH EMERGENCY AND AUTHORIZATION OF EMERGENCY POWERS

WHEREAS, on March 16, 2020, the Board of Commissioners declared a public health emergency because of the outbreak and spread of the novel Coronavirus Disease 2019 (COVID-19), activated all local disaster emergency plans, authorized mutual aid, suspended certain procedures and formalities otherwise required by law, authorized the President of the Board to approve claims, authorized certain types of contracts with the State of Indiana, authorized emergency orders, and cancelled all meetings of the Montgomery County Government until further notice; and

WHEREAS, on March 23, 2020, the Board extended the declaration of the public health emergency, pursuant to Indiana Code §10-14-3-29, to and until 11:59 p.m. on April 7, 2020 and extended the authorizations for mutual aid, the suspension of certain procedures and formalities, authorizations for approval of claims by the President of the Board, for approval of certain types of contracts with the State of Indiana, and for emergency orders, and the cancellation of all meetings of the Montgomery County Government; and

WHEREAS, on April 7, 2020 and on April 27, 2020, the Board extended the declaration of the public health emergency first to April 27, 2020 and then to and until 11:59 p.m. on May 15, 2020 and extended all emergency authorizations, suspensions and policies; and

WHEREAS, on May 11, 2020, the Board extended the declaration to and until June 15, 2020; and

WHEREAS, as the number of cases in Montgomery County declined in June, the Board allowed the declaration to expire on June 15, 2020; and

WHEREAS, beginning in late October 2020, the number of COVID-19 cases in Montgomery County increased, and on November 9, 2020, the Board declared a second public health emergency and declared that this emergency would remain in effect until December 31, 2020; and

WHEREAS, since the declaration of the current public health emergency on November 9, 2020, the number of cases on Montgomery County has increased again, and the Board finds that the public health emergency should be extended to 11:59 p.m. on February 28, 2021; and

NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS, as follows:

1. The Board of Commissioners hereby extends to 11:59 p.m. on February 28, 2021 the public health emergency declared on November 9, 2020 and finds that a local disaster emergency exists, pursuant to Indiana Code §10-14-3-29, unless this declaration is rescinded earlier by the Board of Commissioners;

2. All action contained in the original declaration on November 9, 2020 is also extended to and until 11:59 p.m. on February 28, 2021;
3. The procedures and formalities otherwise required by law pertaining to the performance of work, the entering into of contracts, the incurring of obligations, the employment of permanent and temporary workers, the use of volunteer workers, the rental of equipment, the purchase and distribution of supplies, materials and facilities and the appropriation and expenditure of public funds are hereby waived;
4. For purposes of claims, the President of the Board may approve claims and submit the claims to the Auditor for payment;
5. The President of the Board of Commissioners and the President of the County Council may, in accordance with the emergency management program and emergency operations plan of the County, enter into a contract or lease with the State of Indiana, accept any loan or employ personnel, and the County may equip, maintain, use, and operate any property and employ necessary personnel in accordance with the purposes for which the contract is executed and do all things and perform acts that the Governor of Indiana considers necessary to effectuate the purpose of the contract; and
6. The Commissioners delegate to the President of the Board the authority to may make, amend and rescind orders, rules and regulations necessary for emergency management purposes and to supplement the carrying out the emergency management law that are not inconsistent with orders, rules or regulations adopted by the governor or by a state agency exercising a power delegated to it by the governor, the emergency management program and emergency operations plan of the County, and any such orders, rules and regulations have the full force and effect of law when filed in the office of the clerk of Montgomery County;
7. All County employees remain deemed essential and will continue to report to work unless they are eligible for emergency paid leave because they are experiencing a COVID-19 qualifying event as defined by the County's emergency paid leave policy.

Adopted the 30th day of December, 2020.

BOARD OF COMMISSIONERS,
MONTGOMERY COUNTY, INDIANA:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

MONTGOMERY COUNTY COMMISSIONERS

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4. For purposes of claims, the President of the Board may approve claims and submit the claims to the Auditor for payment;
5. The President of the Board of Commissioners and the President of the County Council may, in accordance with the emergency management program and emergency operations plan of the County, enter into a contract or lease with the State of Indiana, accept any loan or employ personnel, and the County may equip, maintain, use, and operate any property and employ necessary personnel in accordance with the purposes for which the contract is executed and do all things and perform acts that the Governor of Indiana considers necessary to effectuate the purpose of the contract; and
6. The Commissioners delegate to the President of the Board the authority to may make, amend and rescind orders, rules and regulations necessary for emergency management purposes and to supplement the carrying out the emergency management law that are not inconsistent with orders, rules or regulations adopted by the governor or by a state agency exercising a power delegated to it by the governor, the emergency management program and emergency operations plan of the County, and any such orders, rules and regulations have the full force and effect of law when filed in the office of the clerk of Montgomery County;
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Adopted the 30th day of December, 2020.

BOARD OF COMMISSIONERS,
MONTGOMERY COUNTY, INDIANA:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Ordinance 2020-46

Monday, December 14, 2020 1:45 PM

1

Montgomery County Board of Commissioners
Ordinance 2020-46
AN ORDINANCE AMENDING THE ELECTRONIC MAP GENERATION FUND

Whereas

, on August 21, 2007, the County Council adopted Ordinance 2007-05 which created the Electronic Map Generation Fund; and

Whereas

, this ordinance is codified in Section 35.70 of the Montgomery County Code; and

Whereas,

Section 35.70 provides that source of money in this fund consists of fees paid to the Building Department for maps and other information, and these fees are known as mapping fees; and

Whereas

, Section 35.70 also provides that the monies in this Fund can be used the expense of providing mapping services by the Building Department; and

Whereas

, the Board of Commissioners recently transferred responsibility for mapping services from the Building Department to the newly-create Mapping Department; and

Whereas,

because of this transfer of responsibilities, the Board of Commissioners finds that Section 35.70 should be amended in order to reflect that the source of monies in this fund are mapping fees paid to the Mapping Department and that the monies may be used to pay the expenses of providing mapping serviced by the Mapping Department.

2

Therefore, it is ordained
that Section 35.70 is hereby amended to read as
follows:

§ 35.70 ELECTRONIC MAP GENERATION FUND

(A)

Sources: There is established the
The County Council establishes an Electronic
Map Generation Fund. This is a non-reverting fund. The sources of funds for this Fund
shall be any and all
mapping

fees paid to the Montgomery County

Mapping

Building

Department for maps and other information under Chapter 155 for mapping fees.

(B)

Use of Funds:

The monies deposited into this Fund may be used for the expense of providing mapping services in Montgomery County by the

Mapping

Building

Department, including the cost of the purchase and maintenance of equipment and machinery, the cost of supplies, the cost of personnel necessary to provide these services, including salaries and benefits for the employees, the cost of acquisition of the digital, electronic photographic and other information used in the creation of the maps, and other expenses associated with the provision of these services.

(C)

Non-Reverting Fund: This is a non-reverting fund.

(Council Ord. 2007-05, passed 8-21-07,

Amended by Ord. 2020-45, passed 12-28-20

)

It is further ordained

that this ordinance shall be effective upon adoption.

It is further ordained

that all other provisions of the Montgomery County Code

of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this _____ day of December, 2020.

Montgomery County Board of

Commissioners:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Ordinance 2020-47

Monday, December 14, 2020 1:45 PM

1

Montgomery County Board of Commissioners
Ordinance 2020-47
AN ORDINANCE AMENDING THE STORM WATER REVIEW FUND

Whereas

, on October 10, 2011, the Board of Commissioners adopted Ordinance 2011-11 which created the Storm Water Review Fund; and

Whereas

, this ordinance is codified in Section 35.10 of the Montgomery County Code; and

Whereas,

Section 35.10 provides that source of money in this fund consists of fees paid collected by the County for storm water reviews and inspections; and

Whereas

, Section 35.10 also provides that the one-half (1/2) of the monies in this Fund may be used to pay the expenses of the Building Department for the provision of such services and that one-half (1/2) of the monies in this Fund may be used by the Surveyor to provision of such services; and

Whereas

, the Board of Commissioners recently transferred responsibility for all storm water reviews and inspections from the Building Department and the Surveyor to the County Engineer; and

Whereas,

because of this transfer of responsibilities, the Board of Commissioners finds that Section 35.10 should be amended in order to reflect that the monies may be used to pay the expenses of providing storm water reviews and inspections by the County Engineer.

2

Therefore, it is ordained
that Section 35.10 is hereby amended to read as
follows:

“§ 35.10 STORMWATER REVIEW ACCOUNT

(A)

There is established a Stormwater Review Fund. This is a non-reverting fund. All fees collected by the County for stormwater reviews and inspections shall be deposited in this fund.

(B)

The fees deposited into this account may be used by the County Engineer for providing stormwater reviews and inspection services for the Building Department, Surveyor, and other Departments, to pay the expenses of the operations of the County Engineering Department, and to pay the expenses of outside engineering consultants engaged by the County Engineer for stormwater reviews and inspections, studies and other services related to storm water or drainage matters.”

for the following purposes:

(1)

one-half (1/2) of the fees may be used to pay for the following expenses of the Building Department:

(a)

To pay claims for the payment of stormwater reviews, the study of stormwater problems, engineering services for stormwater problems and other services which are related to county stormwater drainage problems; and

(b)

To pay the operating expenses related to the provision of stormwater reviews and inspections, including but not limited to wages, salaries and benefits of its employees, equipment used in such reviews, and other costs of providing this service.

(2)

one-half (1/2) of the fees may be used to pay for the following expenses of the Surveyor’s Office:

(a)

To pay claims for the payment of stormwater reviews, the study of stormwater problems, engineering services for stormwater problems and other services which are related to county stormwater drainage problems; and

(b)

To pay the operating expenses related to the provision of stormwater reviews and inspections, including but not limited to wages, salaries and

3

benefits of its employees, equipment used in such reviews, and other costs of providing this service.

(Ord. 2011-11, passed 10-10-11

, Amended by Ord. 2020-46, passed 12-28-20

)

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

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

Adopted this _____ day of December, 2020.

Montgomery County Board of
Commissioners:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Ordinance 2020-48

Monday, December 14, 2020 2:16 PM

Montgomery County Board of Commissioners

Ordinance 2020-48

Amending Stop and Speed Ordinance

WHEREAS, the Board of Commissioners annually reviews the County's Stop and Speed Ordinance, contained in Chapter 70 of the County Code, in order to ensure that all intersection stops and speed limits are correct and appropriate and promote traffic safety; and

WHEREAS, the Board requested that the County Engineer and County Highway Department make recommendations for new stop signs, new speed limits and amendments to existing speed limits; and

WHEREAS, the County Engineer and Highway Department have recommended that one stop sign be added and that certain speed limits be added or changed; and

WHEREAS, in order to promote safety for vehicles and pedestrians and promote the general interests of safe travel and transportation in the County, the Board finds that the recommendations of the County Engineer and County Highway Department be adopted.

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that, effective immediately, the changes to the Stop and Speed Ordinance, shown on the revised schedules of Chapter 70 of the County Code, recommended by the County Engineer and County Highway Department are hereby adopted.

IT IS FURTHER ORDAINED that Chapter 70 of the Montgomery County Code is hereby amended to conform to this ordinance.

IT IS FURTHER ORDAINED that the County Highway Superintendent shall post the appropriate signs in order to notify all persons of the new stop and new speed limits.

IT IS FURTHER ORDAINED that the Auditor will provide a copy of this ordinance to the Montgomery County Sheriff

Adopted this _____ day of _____, 2021.

Montgomery County
Board of Commissioners:

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

CHAPTER 70: TRAFFIC SCHEDULES

Schedule

- I. Weight Limits
- II. Bridge load limits
- III. Stop intersections
- IV. Speed limits

SCHEDULE I. WEIGHT LIMITS.

(A) This schedule is authorized pursuant to the provisions of I.C. 9-21-1-3 and I.C. 9-20-1-3 and for the reason that the highways under control of the Board of Commissioners, by reason of deterioration, rain, snow or other climatic conditions, will be seriously damaged or destroyed unless the use of vehicles is prohibited or permissible weight of vehicle is reduced.

(B) No vehicle with a gross weight of over eight tons shall be allowed on any road contained in the county highway system, excepting the following.

Weight Limits Over Eight Tons
Ladoga – Crawfordsville Road
Old State Highway 55 from Crawfordsville to Wingate
1100 North, from New Richmond to Indiana Highway 25
Russellville Road from Russellville to Indiana Highway 47
Nucor Road from 500 South to State Road 32
1000 North from Linden to New Richmond
600 South from State Road 47 to U.S. 231
Ladoga – Roachdale Road (550E)
400 South from Nucor Road to ½ mile east of Nucor Road
County Road 400 West Between SR 32 W and SR 136 W

(Ord. 92-1, passed 2-3-02; Ord. 2013-3, passed 4-22-13) Am. Commissioner Ord. 2019-9, passed 4-8-19. Penalty, see § 10.99

(C) No vehicle with a gross weight over six tons shall be allowed to travel upon County Road 100 West from State Road 234 West to County Road 700 South and County Road 700 South from County Road 100 West to County Road 225 West, and County Road 225 West from County Road 700 South to State Road 234, with local deliveries and agricultural vehicles and machinery used for farms along these county roads. The County Highway Director shall cause signs to be placed at the appropriate locations to inform the public of this restriction.

(Am. Commissioners Ord. 2019-12, passed 4-8-19).

(D) No vehicle with a gross weight over five tons shall be allowed to travel on the following County Roads, except for vehicles making deliveries to properties on such roads and agricultural vehicles and machinery servicing the farms on such roads:

(1) Roads With 5-Ton Weight Limitations:

Restricted Road	From	To	Ordinance
C.R. 150 South	St. Rd 47	U.S. 231	2015-10
C. R. 150 South	Ladoga Road	U.S. 231	2016-19
C. R. 400 South	St. Rd. 47	U. S. 231	2020-9

(2) Penalty: Any person who violates the restrictions of this weight limitation is subject to monetary fines in the following amounts:

(a) First violation: \$100.00

(b) second violation in a 12-month period: \$250.00

(c) third or more violation in a 12-month period: \$500.00

(Ord. 2015-7, passed 4-13-15, Am. Ord. 2015-10, passed 5-26-15, Am. Ord 2016-19, passed 7-11-16, Am. Ord. 2020-9, passed 2-10-20).

SCHEDULE II. BRIDGE LOAD LIMITS.

(A) The purpose of this schedule is to establish maximum load limits for certain bridges within the county. (1982 Code, § 5-82-1)

(B) There shall be no maximum weight limit for any bridges with the following exceptions.

<i>Bridge</i>	<i>Location</i>	<i>Weight Limit/Truck Suitability</i>
Bridge 12	550 East, north of 850 North	NA
Bridge 30	1100 North, west of 850 East	NA
Bridge 36	150 North, east of 800 East	NA
Bridge 52	550 North, east of 1000 East	NA
Bridge 61	Division Road, one mile east of SR 136	NA

Bridge 69	200 South, west of 1025 East	NA
Bridge 71	450 East, south of 136	NA
Bridge 76	400 North, west of SR 43	NA
Bridge 83	275 West, north of 400 North	NA
Bridge 85	400 West, one mile south of SR 136	NA
Bridge 98	100 North, east of 650 West	NA
Bridge 103	500 North, west of 600 West	NA
Bridge 104	825 West, north of SR 136	NA
Bridge 121	825 West, north of 300 South	NA
Bridge 122	450 West, one-half mile south of 250 South	NA
Bridge 129	900 West, south of SR 32	NA
Bridge 139	200 West, south of 200 South	NA
Bridge 153	300 East, south of 300 South	NA
Bridge 167	550 East, south of SR 136	NA
Bridge 169	900 South, east of 800 East	NA
Bridge 171	1100 South, east of 550 East	NA
Bridge 184	50 South, north of 136	NA
Bridge 198	South City Line Road, west of 550 East	NA
Bridge 199	1100 South, west of 550 East	NA
Bridge 218	950 South, west of 750 West	NA
Bridge 240	900 North, west of 350 East	NA
Bridge 251	1025 East, north of SR 234	NA
Bridge 266	675 East, west of 700 East	NA
Bridge 268	600 West, north of 1000 South	NA
Bridge 269	950 East, north of 700 South	NA
Bridge 270	750 North, east of 400 West	NA
Bridge 501	Chestnut Street at Danville Avenue	NA
Bridge 502	John Street, John and Chestnut	NA
Bridge 506	Wabash Avenue at Mill Street	NA
Bridge 511	South Boulevard east of Mill Street	NA

(1982 Code, § 5-82-2; Am. Commissioners Ord. 2008-13, passed 7-28-08)
Penalty, see § 10.99

SCHEDULE III. STOP INTERSECTIONS.

(A) (1) A person who drives a vehicle in the county shall stop and yield the right-of-way as required under this schedule at the entrance to a through county road. A person who drives a vehicle in the county shall stop at an intersection where a stop sign is erected and yield to vehicles that are not required to stop. A person who drives a vehicle in the county shall obey all official traffic-control devices placed in accordance with any county ordinance unless otherwise directed by a law enforcement officer. A person who violates any provision of this schedule commits a Class C infraction.

(2) For any intersection not specifically covered in this schedule, or marked with stop signs, north/south traffic will have the right-of-way.

(B) (1) Nothing in this schedule shall be construed to relieve any motorist from disobeying any traffic-control devices placed by the County Highway Department or State Highway Department whether or not the device is placed in accordance with the specific provisions of this schedule.

(2) Motor vehicles in intersections not listed herein will not be forced to stop.

(C) For the purpose of this schedule, the county is divided into four districts and the county road intersections in each district designated as stop intersections, in separate sections are described herein. Section Two includes intersections south of Base Road West and west of Base Road South. Section Three includes intersections north of Base Road West and west of Base Road North. Section Four includes intersections north of Base Road East and east of Base Road North. Section Five includes intersections south of Base Road East and east of Base Road South.

(1) Section Two: Southwest

Street	Direction	Intersection
Big Four Drive	North	CR 50 South
Country Club Court	South	Country Club Road
Country Club Meadow		Country Club Road
Country Club Terrace	South	Country Club Road
CR 50 South	West	Country Club Road
CR 50 South	East	Schenck Road
CR 100 West	North and South	CR 500 South
CR 125 West	North and South	CR 900 South
CR 150 South	East and West	CR 200 West
CR 150 West	North and South	CR 1150 South
CR 175 West	North	CR 1150 South
CR 200 West	North and South	CR 50 South

CR 200 West	North and South	CR 150 South
CR 200 West	North and South	CR 300 South
CR 200 West	North and South	CR 600 South
CR 200 West	North and South	CR 1150 South
CR 225 West	North and South	Country Club Road
CR 225 West	North and South	CR 950 South
CR 300 West	North	CR 1100 South
CR 300 West	North and South	CR 1200 South
CR 325 West	North and South	CR 950 South
CR325 West	North and South	CR 1050 South
CR 400 South	East and West	CR 275 West
CR 400 West	North and South	CR 450 South
CR 400 West	North and South	CR 600 South
CR 450 West	North and South	CR 600 South
CR 450 West	North and South	CR 700 South
CR 475 West	North and South	CR 700 South
CR 475 West	North and South	CR 950 South
CR 500 West	North and South	Division Road
CR 525 West	North and South	Fall Creek Road
CR550 West	North and South	Davis Bridge Road
CR 575 West	North and South	CR 1150 South
CR 600 West	North and South	CR 600 South
CR 600 West	North and South	CR 950 South
CR 600 West	North and South	Division Road
CR 625 West	North and South	CR 950 South
CR 650 West	North and South	CR 575 South
CR 675 West	North and South	CR 400 South
CR 700 West	North and South	CR 400 South
CR 700 West	North and South	CR 1150 South
CR 800 West	North and South	CR 950 South
CR 825 West	North and West	CR 450 South
CR 830 West	North	CR 400 South
CR 875 West	North and South	CR 450 South
CR 890 West	North and South	CR 800 South
CR 900 West	North	CR300 South
CR 900 West	North	CR 800 South
CR 900 West	South	CR950 South
CR 900 West	North and South	Division Road
CR925 West	North and South	CR 150 South
CR 925 West	North and South	CR 300 South
CR 1000 West	North and South	CR 400 South
CR 1200 South	North and South	Putnam County Road 750 West
Crown Street	East and West	CR 475 West
Davis Bridge Road	North and South	CR 600 South
Delmar Drive East	Country Club Road	

Franklin Street	Cross Street	
Franklin Street	Crown Street	
Main Street	North and South	CR 950 South
Main Street	Cross Street	
Main Street	Crown Street	
Manning Place East	Schenck Road	
Maple Street	Crown Street	
Maple Street	North and South	CR 950 South
Monroy Circle East	Schenck Road	
Putnam County Rd 750 West	North and South	CR 1200 South
Rock River Ridge Road	South and East	Country Club Road
Rock River Ridge Road	South and East	CR 225 West
Sugar Cliff Drive	South	Country Club Road
Watson Drive East	Schenck Road	
Winslow Drive	Country Club Road	

(2) Big Four Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Big Four Drive		Big Four – Arch Road
1 Big Four Drive		Chicago Drive

(3) Golf View Estates.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Eagles Way		Country Club Road
Golf Boulevard		Eagles Way

(4) Carrington Hills.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Greenlea Boulevard		Burning Tree Road
Greenlea Boulevard		Country Club Road
Singing Hills Drive		Burning Tree Road

(5) Section Three: Northwest.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Base Road		CR 650 West
Base Road West		CR 600 West
CR 100 West	North and South	CR 400 North
CR 100 West	North and South	CR 700 North
CR 100 West	North and South	CR 1000 North
CR 125 West		Oak Hill Road
CR 150 West		CR 575 North
CR 150 West		CR 650 North
CR 150 West		CR 700 North
CR 175 West		CR 300 North
CR 175 West		Oak Hill Road
CR 200 West		CR 1100 North
CR 225 West		CR 100 North
CR 225 West		CR 400 North
CR 275 West		CR 400 North
CR 275 West		CR 500 North
CR 275 West		CR 650 North
CR 275 West		CR 750 North
CR 275 West		Old State Road 55
CR 300 West		Black Creek Valley Road
CR 300 West		CR 500 North
CR 300 West		CR 650 North
CR 350 West		New Richmond Road
CR 400 West		New Richmond Road
CR 450 East		CR 1200 North
CR 500 West		CR 100 North
CR 500 West		CR 300 North
CR 500 West		CR 450 North
CR 500 West		CR 750 North
CR 500 West		CR 1050 North
CR 500 West		Division Road
CR 500 West		Old State Road 55
CR 525 West	North and South	CR 1050 North
CR 550 West		CR 100 North
CR 575 West		CR 900 North
CR 600 West	North and South	CR 600 North
CR 600 West		CR 900 North
CR 600 West		Old State Road 55

CR 610 West		CR 450 North
CR 610 West		CR 500 North
CR 625 West		CR 450 North
CR 625 West		CR 900 North
CR 625 West		CR 970 North
CR 650 West		Division Road
CR 700 West		CR 775 North
CR 700 West		CR 900 North
CR 700 West		CR 1125 North
CR 750 West		CR 150 North
CR 750 West		CR 650 North
CR 750 West		Division Road
CR 775 West		CR 450 North
CR 775 West		CR 650 North
CR 800 West		CR 1123 North
CR 830 West		CR 400 North
CR 875 West		CR 150 North
CR 925 West		CR 100 North
CR 925 West		CR 150 North
CR 950 West		CR 200 North
CR 950 West		CR 1125 North
CR 950 West		Old State Road 55
CR 975 West		Division Road
CR 1000 North	All directions	CR 100 West
CR 1000 West		CR 150 North
CR 1000 West		CR 700 North
CR 1000 West		CR 900 North
CR 1000 West		CR 1125 North
CR 1000 West		Old State Road 55
Farmington Hills Road		Oak Hill Road
Glen Creek Heights Road		Old Indiana 55
Lake Terrace Drive		CR 100 North
Lincoln Drive Road		CR 125 West
Mt. Zion Court		CR 100 North
New Richmond Road	North	CR 1000 North
Oak Hill Crossing		Oak Hill Lane
Oak Hill Lane		Oak Hill Road
Oak Hill Road		Lafayette Avenue
Oak Hill Road		Old State Road 55
Old State Road 55		All intersections
Twin Oaks		CR 100 North
Waynetown Road		CR 100 North

(6) Sugar Cliff Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Sugar Cliff Drive		Country Club Road
Sugar Cliff Drive	West	Sugar Cliff Drive

(7) Twin Oaks Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Blue Beach Lane		Poplar Avenue
Poplar Avenue		CR 100 North
Poplar Avenue		Poplar Avenue "C"
Poplar Avenue "A"		Poplar Avenue
Poplar Avenue "B"		Poplar Avenue
Tulip Lane		Poplar Avenue "D"
Tulip Lane "A"		Tulip Lane

(8) Cox Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Crescent Drive		Lake Vista Drive
Glenwood Drive		Lake Vista Drive
Lake Terrace Drive		CR 100 North
Lake Terrace Drive		Lake Vista Drive
Lake Vista Drive		Old Waynetown Road
Ridge Drive		Lake Vista Drive
Ridge Road		Glenwood Drive

(9) Section Four: NorthEast.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Base Road East		CR 400 East
Concord Road		CR 400 North
CR 100 East		CR 400 North
CR 100 East		CR 550 North
CR 100 East		CR 900 North
CR 100 East		CR 1000 North
CR 150 East		CR 550 North
CR 150 East		CR 800 North
CR 150 East		CR 900 North

CR 150 East		CR 1000 North
CR 150 East		CR 1200 North
CR 175 East		CR 300 North
CR 175 East		CR 400 North
CR 175 East		CR 800 North
CR 200 East	North	CR 550 North
CR 200 East	South	CR 800 North
CR 225 East		CR 1000 North
CR 250 East		CR 1200 North
CR 250 East	South	CR 1000 North
CR 275 East		CR 300 North
CR 275 East		CR 500 North
CR 300 North		CR 625 East
CR 325 East		CR 1000 North
CR 325 East		CR 1100 North
CR 350 East		CR 300 North
CR 350 East		CR 650 North
CR 350 East		CR 1200 North
CR 350 East	North	CR 1000 North
CR 350 East	North and South	CR 550 North
CR 350 East	South	CR 500 North
CR 350 East	South	CR 800 North
CR 350 East	South	CR 1100 North
CR 360 East		CR 500 North
CR 400 East		CR 500 North
CR 400 East		CR 570 North
CR 425 East		CR 500 North
CR 450 East		CR 1000 North
CR 450 East	South	CR 570 North
CR 500 East		CR 500 North
CR 500 East		CR 570 North
CR 500 East	South	CR 150 North
CR 500 East	South	CR 900 North
CR 550 East		CR 150 North
CR 550 East		CR 500 North
CR 575 East		CR 500 North
CR 575 East		CR 850 North
CR 575 East		CR 900 North
CR 575 East		CR 1000 North
CR 575 East		CR 1200 North
CR 590 East		CR 500 North
CR 625 East		CR 300 North

CR 625 East		CR 500 North
CR 650 North		CR 575 East
CR 675 East	South	CR 300 North
CR 675 East		CR 400 North
CR 680 East	South	CR 400 North
CR 775 East		CR 150 North
CR 800 East		CR 150 North
CR 800 East		CR 300 North
CR 800 East		CR 1000 North
CR 850 East		CR 900 North
CR 850 East		CR 1000 North
CR 850 East		CR 1200 North
CR 875 East		CR 150 North
CR 900 East		Bower Road
CR 900 East		CR 700 North
CR 900 East		CR 900 North
CR 925 East	South	CR 400 North
CR 950 East	North	CR 400 North
CR 1000 East	North and South	CR 1050 North
CR 1000 East	South	CR 450 North
CR 1000 East	South	CR 750 North
CR 1100 East	North and South	CR 400 North

(10) Kiger Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Kiger Road		CR 425 East

Walnut Fork Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Brenda Avenue		Shayne Drive
Freddie Switzer Lane		Brenda Avenue
Freddie Switzer Lane		Campbell Street
Shayne Drive		Campbell Street

(11) Eastern Acres Subdivision.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Center Lane		Placid Place
Placid Place		Pleasant Run
Placid Place		Tranquil Trail

Pleasant Run		Traction Road
Tranquil Trail		Traction Road

(12) Section Five: SouthEast.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Base Road		CR 400 East
Cornstalk Creek Road		CR 350 East
CR 75 East		CR 1050 South
CR 75 East		CR 1150 South
CR 100 East		CR 300 South
CR 100 East		CR 400 South
CR 100 East		CR 600 South
CR 100 East		CR 700 South
CR 100 East		CR 900 South
CR 200 East		CR 900 South
CR 200 East		Ladoga Road
CR 240 East		CR 1150 South
CR 240 East		CR 1200 South
CR 250 East		CR 150 South
CR 250 East		CR 280 South
CR 300 East		CR 350 South
CR 300 South	East and West	CR 550 East
CR 325 East		Ladoga Road
CR 310 East		Ladoga Road
CR 350 East		CR 100 South
CR 350 East		CR 200 South
CR 350 East		CR 500 South
CR 350 East		CR 600 South
CR 350 East	North	CR 750 South
CR 350 East	South	CR 1000 South
CR 360 East		Ladoga Road
CR 375 East	North	CR 1000 South
CR 375 East		CR 1100 South
CR 375 East		CR 1200 South
CR 400 East		CR 500 South
CR 400 East		CR 750 South
CR 400 East	South	Nucor Road
CR 475 East		CR 300 South
CR 475 East		CR 400 South
CR 500 East		CR 400 South

CR 500 East	South	CR 900 South
CR 500 East	North and South	Ladoga Road
CR 500 South		New Ross Road
CR 510 South		Ladoga Road
CR 510 South		CR 360 East
CR 550 East		CR 500 South
CR 600 East		CR 400 South
CR 625 East	North	CR 400 South
CR 625 East	North and South	CR 500 South
CR 650 East		CR 900 South
CR 675 East		CR 100 South
CR 675 East		CR 200 South
CR 675 East		CR 300 South
CR 675 East		CR 400 South
CR 700 East	North and South	CR 500 South
CR 700 East		CR 750 South
CR 750 South		CR 750 East
CR 775 East		CR 100 South
CR 775 East		CR 200 South
CR 775 East		CR 300 South
CR 775 East	North and South	CR 500 South
CR 775 East		CR 700 South
CR 825 East		CR 700 South
CR 875 East		CR 200 South
CR 875 East		CR 1000 South
CR875 East		CR 1200 South
CR 900 East	South	CR 100 South
CR 900 East	North	CR 130 South
CR 900 East	South	CR 400 South
CR 925 East		CR 500 South
CR 925 East		CR 1000 South
CR 975 East		CR 1100 South
CR 975 East		CR 1200 South
CR 1000 East		CR 100 South
CR 1000 South		CR 1025 East
CR 1025 East		CR 1000 South
CR 1025 East		CR 1100 South
CR 1025 East		CR 1200 South
CR 1050 East		CR 800 South
CR 1050 East	North	New Ross Road
CR 1075 East	South	CR 200 South
CR 1075 East	North	CR 450 South

CR 1075 East	South	CR 500 South
CR 1100 East		CR 1000 South
CR 1100 South		CR 1025 East
Daugherty Lane		Traction Road
Ladoga Road		CR 500 South
Ladoga Road	North	CR 500 South
Nucor Road		CR 500 South
Willowbrook Road		CR 300 South

(13) Chigger Hollow Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Barbara Drive		Chigger Hollow Drive
Barbara Drive		Nucor Road
Connie Drive		Barbara Hollow Drive
Leland Drive		Chigger Hollow Drive

(Ord. 98-9, passed 12-15-98; Am. Ord. passed 11-23-99; Am. Ord. passed 11-23-99; Am. Ord. passed 11-23-99; Am. Ord. passed 12-19-00; Am. Ord. passed 3-27-01; Am. Ord. 1-14-03; Am. Ord. passed 10-21-03; Am. Ord. 2005-10, passed 4-12-05; Am. Ord. 2005-12, passed 4-12-05; Am. Ord. 2005-13, passed 8-16-05; Am. Ord. 2006-03, passed 1-3-06; Am. Commissioners Ord. 2009-3, passed 5-11-09; Am. Ord. 2016, passed 1-25-16)) Penalty, see § 10.99. Am. Commissioners Ord. 2016-18, passed 6-27-16; Am. Ord. 2020-20, passed 6-22-2020.

SCHEDULE IV. SPEED LIMITS.

(A) A person who drives any type vehicle in the county shall obey all posted speed limits on all roads.

(B) Any person who violates posted speed limits commits a Class C infraction.

<i>Road</i>	<i>Location</i>	<i>Speed Limit</i>
All county school zones		30 mph
All public roads in Eastern Acres subdivision		20 mph
Black Creek Valley Road (Old Waynetown Road)		30 mph
Bowers Road	From CR 1000 east to CR 900 east	30 mph
Brenda Avenue		20 mph
Bruce Street		30 mph
Cadillac Drive		30 mph
Campbell Street		20 mph
Center Lane		20 mph
College Street		30 mph
Concord Road	From baseline north (U.S. 231) to CR 400 north	40 mph
Country Club Court		30 mph
Country Club Road		30 mph
CR 50 South	From Schenck Road to Country Club Road	30 mph
CR 100 West	From Crawfordsville City limits CR400 North to CR 1100 North	40 mph
CR 100 West	From SR 234 West to CR 700 South	35 mph
CR 150 South	From Ladoga Road to Nucor Road	35 mph
CR 150 South	From Ladoga Road to SR 47	30 mph
CR 225 West	From 700 South to SR 234	35 mph
CR 225 West	From Black Creek Valley Road to County Club Road	45 mph
CR 275 West	Between Old SR 55 and SR 136	35 mph
CR 275 West	From CR400 South to CR450 South	40 mph
CR 300 South	Between SR 47 and Keller Road	40 mph
CR 300 South	From US 231 to SR 47	30 mph
CR 300 South	From US 231 east to Ladoga Road	45 40 mph
CR 300 South	CR 830 west and CR 1000 West (County Line Road and Mountain Road)	35 mph
CR 325 West	From SR 32 west to CR 300 south	40 mph
CR 400 North	From SR 231 to Old 55	40 mph

CR 400 South	From SR 47 south to CR 275 west	40 mph
CR 400 South	Between SR 231 and CR 200 East	40 mph
CR 400 South	Between SR 47 and US 231 South	45mph
CR 400 East	From SR32 East to Traction Road	30 mph
CR 400 West	From SR32 West to SR 136 West	45 35-mph
CR 400 West	From CR 450 South to CR 600 South	40 mph
CR425 East	From SR32 to SR136	40 mph

CR 450 South	From CR 275 west to CR 400 west	40 mph
CR 500 North	From CR 275 east to Darlington City limits	40 mph
CR 500 South	From State Road 136 East to CR 500 east	50 mph
CR 500 South	From CR 500 east to Ladoga Road	40 mph
CR 550 East	From U.S. 136 to south to CR 500 south	30 mph
CR 550 North	From U.S. 231 to CR 275 east	50 mph
CR 550 South	From State Road 47 to dead end Lancaster Dr.	35 mph
CR 570 North	From 450 east to 500 east	35 mph
CR 600 South	From SR 47 to CR 400 west	40 mph
CR 600 South	From US 231 to New Market city limits	40 mph
CR 600 South	From west New Market city limits to SR 47 West	40 mph
CR 625 East	From SR 47 to SR 32	40 mph
CR 700 East	From Darlington city limits to CR 575 north	40 mph
CR 700 East	From CR 575 north to CR 1200 north	50 mph
CR 700 South	From CR 100 West to CR 225 West	
CR 750 West	From CR 1150 south to county line	30 mph
CR 750 West	From SR 47 to CR 1000 South	30 mph
CR750 South	From County Line to CR 950 West	40 mph
CR 800 South	From SR 234 to CR 950 west	40 mph
CR 950 West	From CR 800 south to CR 750 south	40 mph
CR 750 South	From CR 950 to Montgomery County Line	40 mph
CR 950 East		40 mph
CR 950 West	From CR 800 South to CR 750 South	40 mph
CR 975 East		40 mph
CR 1000 East	North of US 32	40 mph
Division Road	From CR 400 west to CR 600 west	40 mph
Garden Street		30 mph
Ladoga Road	From CR150 south to CR 200 south	45 mph
Ladoga Road	From CR 200 south to CR 400 south	50 mph
Ladoga Road	From CR 400 south to Nucor Road	40 mph
Ladoga Road	From CR 500 south to Garden Street	50 mph
Little Turtle Trail		20 mph

Meahme Trail		20 mph
Mt. Zion Road		30 mph
Nucor Road		45 mph
Nucor Road	From U.S. 32 south to CR 500 south	45 40 mph
Oak Hill Road	From city limits of Crawfordsville To Old State Road 55	30 mph
Old Oak Hill Road		30 mph
Placid Place		20 mph
Pleasant Run		20 mph
Rock River Ridge Road		30 mph
Stoneybrook Lane	Stone Crest Subdivision	30 mph
Traction Road	Base line east	30 mph
Tranquil Trail		20 mph
Wade Court	Stone Crest Subdivision	30 mph
Weemiak Trail		20 mph
Willowbrook Road		30 mph

(Ord. passed 10-20-98; Ord. passed 10-20-98; Ord. 98-8, passed 12-15-98; Am. Ord. passed 11-23-99;
Am. Ord. passed 12-7-99; Am Ord. passed 12-7-99; Am. Ord. passed 12-5-00; Am. Ord.
passed 12-1900; Am. Ord. passed 12-11-01; Am. Ord. passed 12-28-01; Am. Ord. passed 4-9-
02; Am Ord. passed 5-
28-02; Am Ord. passed 8-12-03; Am. Ord. passed 1-14-03; Am. Ord. 2005-11, passed 4-12-
05; Am. Ord.
2006-04, passed 1-10-06; Am. Commissioners Ord. 2008-12, passed 7-28-08; Am.
Commissioners Ord.
2008-14, passed 8-25-08); Am. Commissioners Ord. 2009-7, passed 9-14-09. Am.
Commissioners Ord.
2012-5, passed 11-24-14. Am. Commissioners Ord. 2014-5, passed 11-24-14. Penalty, see §
10.99; Am Commissioners Ord. 2106-18, passed 6-27-16. Am. Commissioners Ord. 2019-2,
passed 1-4-19. Am. Commissioners Ord. 2019-9, passed 4-8-19. Am. Commissioners Ord.
2019-12, passed 4-8-19. **Am Commissioners Ord. 2020-___, passed 1-11-21.**



Board and Commission Appointments

Wednesday, December 23, 2020 4:58 PM

List to be provided via separate during the week of December 28

Library Board Appointment

Monday, December 14, 2020 1:19 PM

****This letter had a note from Southmont High School that they received the letter by mistake and just noticed it and forwarded it to us. That is why it is dated 11-19-20 and we just received it today.**

Waveland Brown Township Public Library

115 E Green Street PO Box 158

Waveland, IN 47989

Phone (765) 435-2700 Fax (765) 435-2434

Montgomery County Commissioners

Lori Dossett

Montgomery County Commissioners

110 W South Boulevard

Crawfordsville, IN 47933

November 19, 2020

Dear Lori,

I have enclosed an appointment form for Donna Sabolick to be on the Waveland Brown Township Public Library Board. This will be her second term.

I would appreciate it if this could be addressed at your next meeting. Then please send this back to me so I can get this notarized and filed at the Clerk's Office.

Thanks for your help,



Rick Payne

Director

765 435-2700

director@waveland.lib.in.us

Enclosures



CERTIFICATE OF APPOINTMENT – PUBLIC LIBRARY BOARD MEMBER
Form for Class I Libraries
State Form 31873 (R5 / 5-17)

INSTRUCTIONS: (See IC 36-12-2-19; IC 5-4-1-1.2; IC 5-4-1-4)

1. Appointing Authority completes the "Appointment" section then delivers this Certificate of Appointment to the board appointee in person or by mail. 2. Within 10 days of receiving the Certificate of Appointment, the library board appointee must take the oath of office and ensure the "Oath of Office" section is completed. The oath may be administered by the circuit court clerk, a notary public, or anyone else authorized under IC 33-42-4-1 or IC 33-42-9-7 to administer oaths. 3. The library board appointee must file the completed Certificate of Appointment with the library and with the clerk of the circuit court of the county in which the library is located. **The form must be filed with the clerk of the circuit court not later than 30 days after the board term begins.**

APPOINTMENT

I/We _____ Jim Fulwider _____
Name(s) of Official(s)

_____ President _____
Title(s)

_____ Montgomery County Commissioners _____ of _____ Montgomery County _____, Indiana
Name of Appointing Authority(ies) Municipal Corporation(s)

hereby certify that I/we have duly appointed _____ Donna Sabolick _____ to the _____ Waveland-Brown Township
Public Library Board, said term beginning on the _____ 20th _____ day of _____ November _____, 2020 _____ and ending on the
_____ 20th _____ day of November _____, 2024 _____.

This is a full 4-year term. - OR -
This is a partial term to complete the unexpired term of

_____. Name of Appointee Being Replaced WITNESS, MY HAND AND OFFICIAL

SEAL, THIS _____ DAY OF _____, 20 _____.

X

Signature of appointing official or attesting officer (Additional line for signatures if joint appointment occurs)

OATH OF OFFICE

STATE OF INDIANA)
) SS
Montgomery COUNTY)

I, the undersigned, do hereby solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Indiana and to the best of my ability will faithfully, impartially, and diligently discharge the duties and accept the responsibilities of a member of the Library Board of the _____ Waveland-Brown Township
_____ Public Library, and that I will observe and obey all the laws relating to said office now in
force or which may hereafter be enacted during my term of service.

Appointee Signature of Appointee Name of

SUBSCRIBED AND SWORN TO ME THIS _____ DAY OF _____, 20 _____.

Signature

Printed Name

Title

If the person administering the oath is a notary public, add the county of residence and date of commission expiration.

County of Residence _____ Date Commission Expires _____ / _____ / _____

Election of Officers

Monday, December 14, 2020 3:10 PM

Board Appointments

Friday, December 11, 2020 2:27 PM

Resolution 2020-29

Monday, December 14, 2020 1:46 PM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2020-29

A RESOLUTION APPROVING SHERIFF'S COMPENSATION AGREEMENT

WHEREAS, in consideration of the Sheriff's assignment to the County of the fees provided for by Indiana Code §36-8-10-7 for prisoner meal allowances and Indiana Code §6-8.1-8-3 for tax warrant collections, the County agrees to pay the Sheriff a fixed amount of compensation; pursuant to Indiana Code §36-2-13-2.5

AND WHEREAS, the Board of Commissioners finds that the proposed 2021 compensation agreement complies with Indiana Code §36-2-13-2.5, is in the best interests of the citizens of the County, and should be approved;

IT IS THEREFORE RESOLVED that the Montgomery County Sheriff 2021 Compensation Agreement, which is attached to this resolution, is hereby approved.

IT IS FURTHER RESOLVED that the President of the Board is hereby authorized to execute the Agreement on behalf of the Board and to forward a copy of this resolution to the Montgomery County Council for consideration.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioners this 30th day of December, 2020.

A Majority of the Montgomery County Board
of Commissioners

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

2021 MONTGOMERY COUNTY SHERIFF SALARY CONTRACT

WHEREAS, The Montgomery County Board of Commissioners (Commissioners) and the Montgomery County Council (Council), in consideration of the assignment by Ryan Needham, the Montgomery County Sheriff (Sheriff) of certain fees to the County, pursuant to Indiana Code §36-2-13-2.5, are willing to approve a fixed amount of compensation for the Sheriff; and

WHEREAS, the Sheriff is willing to assign these fees to the County and be compensated pursuant to a fixed fee compensation agreement as authorized by Indiana Code §36-2-13-2.5;

IT IS, THEREFORE, AGREED by the Commissioners, Council and Sheriff that in consideration of the mutual covenants and conditions recited herein, as follow:

1. **Assignment of Fees for Prisoner Meals:** The Sheriff hereby assigns to Montgomery County (County) all fees from prisoners' meal allowances received under Indiana Code §36-8-10-7, with said fees to be the property of the County and not deemed as compensation for employment under United States Treasury Regulation Section 31.3121(a)-2(b). These fees are assigned as provided for in Paragraph 5 of this agreement.
2. **Assignment of Tax Warrant Collections:** The Sheriff hereby assigns to the County all fees that the Sheriff receives from the collection of tax warrants pursuant to Indiana Code §6-8.1-8-3. These funds shall be paid to the County General Fund. The Sheriff shall deposit all fees collected from Sheriff's sales in the County General Fund for appropriation of operating expenses of the Sheriff's Department pursuant to Indiana Code §32-29-7-3.
3. **Fixed Compensation:** The County hereby establishes a fixed amount of compensation for the Sheriff in the amount of _____ Dollars (\$____,____) for the year beginning January 1, 2021 and ending December 31, 2021, not including pension nor social security contributions. It is understood that the Sheriff's compensation is paid pursuant to Indiana Code §36-2-13-2.5 and shall be paid from the County General Fund in the manner that salaries of other County officials are paid.

4. **Benefits:** Maximum pension benefits payable to the Sheriff in a given year shall not exceed his yearly W-2 income as multiplied by the County's percentage pension contribution for the calendar year 2021.
5. **Meal Budget Exceeding Costs:** Consistent with Indiana Code §36-2-13-2.5(b)(4)(B), the Sheriff shall pay for the funding of prisoners' meals from meal allowances received pursuant to Indiana Code §36-8-10-7. After the expenses of feeding prisoners are paid, the Sheriff shall deposit any unspent meal allowance money in the County General Fund, and these excess meal allowances may be used for any general fund purpose. Neither the Sheriff nor the Sheriff's officers, deputies and employees may make a profit from the meal allowance funds.
6. **Compliance:** The method and manner of assignment of fees to the County by the Sheriff shall be done and made on such terms and conditions as the Sheriff, the County and the State Board of Tax Commissioners shall agree in order to effectuate this agreement and to the fullest extent possible to preclude those fees described in Indiana Code §36-8-10-7 from being deemed compensation for employment under Treas. Reg Section 31.3121(a)-2(b) and thus subject to W-2 reporting.
7. **Recordkeeping and Reporting:** The Sheriff shall at all times maintain all required records and reports in such form and manner as prescribed by the County and the State Board of Accounts, or as otherwise required under Indiana Code §36-2-13 *et. seq.* In addition, on or before the first Monday in January of each year and the first Monday of July of each year during the term of this agreement, the Sheriff will file with the County Auditor an accounting of expenditures for feeding prisoners.
8. **Duties and Powers:** Nothing in this agreement shall be construed in any manner to relieve the Sheriff of any of his responsibilities or duties under Indiana Code §6-8.1-8-3 or §36-8-10-7, nor in any other way be deemed to limit the powers and duties of the Sheriff provided under Indiana Law.
9. **Meal Administration:** The Sheriff agrees to use his best efforts to administer the meal purchasing and expenses in an efficient manner.

10. **Material Changes in Law:** In the event material changes occur in the Internal Revenue Code or Treasury Regulation sections referred to in this agreement, or there is a material change in Indiana Code §36-2-13-2.5 or §36-8-10-7 that affects the basis for entering into this agreement, then the parties mutually agree to review the terms and conditions of this agreement, and to modify the same in accordance with material changes in the laws and regulations above referenced.
11. **Effective Date:** This agreement shall be effective as of January 1, 2021 or when the agreement is approved by resolution of the County Council and Board of County Commissioners of Montgomery County, Indiana and signed by the Sheriff, whichever is later.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

Sheriff:

Montgomery County Council

Ryan Needham
Sheriff of Montgomery County

By: _____
President

Date: _____

Date: _____

Attest: _____
Jennifer Andel, Auditor

Montgomery County Board of
Commissioners

By: _____
James D. Fulwider, President

Date: _____

Attest:

Jennifer Andel, Auditor

Resolution 2020-30

Monday, December 14, 2020 1:46 PM

Montgomery County Board of Commissioners

Resolution 2020-30

A RESOLUTION APPOINTING COUNTY ENGINEER AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Engineer and approve an employment agreement for the Engineer;

AND WHEREAS, the Board finds that it should appoint James Peck as County Engineer;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that James Peck is hereby appointed County Engineer.

IT IS FURTHER RESOLVED that the employment agreement for Peck, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

**2021 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY ENGINEER**

THIS AGREEMENT made by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the "Commissioners") and James Peck (hereinafter referred to as "Peck") is to witness that:

WHEREAS, in January 2018, the Board of Commissioners appointed James Peck as County Engineer and renewed his appointment in December 2019 for the 2020 calendar year;

AND WHEREAS, the Commissioners desire to renew Peck's contract for employment as the Montgomery County Engineer, and Peck desires to serve as County Engineer in 2021;

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: The Commissioners hereby agree to employ James Peck as County Engineer for a term beginning on January 1, 2021 and ending December 31, 2021, subject to the reservation by the Commissioners of the right to terminate the employment of Peck as provided for in Paragraph 4.
2. DUTIES: Peck's duties shall include all those identified in his job description and all other tasks assigned by the Commissioners.
3. SALARY: Peck's salary, during the term of this contract, shall be as follows:
 - a. An annual salary of _____ Dollars (\$____.____). The portion of this annual salary payable at the same time other county employees are paid.
 - b. The County Engineer's salary is subject to appropriation by the

Montgomery County Council. Payment shall be made with the same frequency that the other County employees are paid.

c. The County Engineer will receive the same benefits as other County employees, except as noted in this agreement. In addition, Peck will be entitled to 160 hours of Paid Time Off (PTO) during the term of this agreement.

4. TERMINATION: The parties agree that this contract may be terminated as follows:

a. Termination by Commissioners: Peck is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Peck's employment with or without cause as follows:

i. For Cause: In the event Peck fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Peck's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Peck's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Peck's employment without cause by providing to Peck written notice of the termination with the effective date thereof at least thirty (30)

days after the date of the written notice. Peck shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Pec: Peck may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME: Peck is not entitled to compensatory time nor overtime as provided in the Montgomery County Employee Personnel Manual, and he is considered a salaried employee and he is entitled to the same benefits provided to other County Employees except compensatory time and overtime.

6. COUNTY VEHICLE: Because Peck will be expected to answer calls and perform services at all hours, he shall be entitled to the use of a County motor vehicle to perform these services. He will also have the right to take the vehicle home in order to expedite his response in the event he is called to work during his off hours. Peck shall not use the vehicle for personal use unless such use is unavoidable due to the demands of the job. If Peck is required to use his own vehicle, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Peck shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. OFFICE HOURS: Peck shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 7:30 a.m. to 4:00 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. GENERAL TERMS: Peck shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 30th day of December, 2020.

ENGINEER

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

James Peck

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2020-31

Monday, December 14, 2020 1:47 PM

Montgomery County Board of Commissioners

Resolution 2020-31

A RESOLUTION APPOINTING BUILDING COMMISSIONER AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a Building Commissioners and approve an employment agreement for the Building Commissioner;

AND WHEREAS, the Board finds that it should appoint Marc Bonwell as Montgomery County Building Commissioner;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Marc Bonwell is hereby appointed Montgomery County Building Commissioner.

IT IS FURTHER RESOLVED that the employment agreement for Bonwell, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

1
**2021 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY BUILDING ADMINISTRATOR**

THIS AGREEMENT, by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and Marc Bonwell (hereinafter referred to as “Bonwell”), is to witness that:

WHEREAS, the County Executive may appoint a full-time County Building Administrator, who is responsible for supervising the County Building Department under direction of the County Commissioners;

AND WHEREAS, the Commissioners desire to employ Bonwell as the County Building Administrator, and Bonwell desires to be employed in this position.

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: That the Commissioners hereby agree to employ Bonwell as County Building Administrator for a term beginning on January 1, 2021 and ending December 31, 2021, subject to the reservation by the Commissioners of the right to terminate the employment of Bonwell as provided for in paragraph 4.

2. DUTIES: Bonwell’s duties shall include those assigned by the Montgomery County Board of Commissioners including but not limited to the following:

- a. Technical advisor to the County Drainage Board and Sugar Creek Advisory Board.
- b. Perform the duties described in the Sugar Creek Ordinance.

- c. Review proposed storm water drainage plans for compliance with the County Ordinance.
 - d. Administer the County Flood Plain Ordinance and review proposed improvements.
 - e. Oversee the activities of the County Building Department and administer building permits and building inspection to enforce state and local codes and ordinances.
 - f. Supervise all employees of his department including office staff and building inspectors under the direction of the Board of Commissioners.
 - g. Perform any other related duty as may be assigned by the Board of Commissioners.
 - h. Attend all Commissioners' meetings as directed by the Commissioners.
3. SALARY: That the Director's salary, during the term of his contract, shall be the sum of \$_____. This salary shall be paid at the same time other county employees are paid and is subject to appropriation by the Montgomery County Council.
4. TERMINATION: The parties agree that this contract may be terminated as follows:
- a. Termination by Commissioners: Bonwell is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Bonwell's employment with or without cause as follows:

i. For Cause: In the event Bonwell fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Bonwell's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Bonwell's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Bonwell's employment without cause by providing to Bonwell written notice of the termination with the effective date thereof at least thirty (30) days after the date of the written notice. Bonwell shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Bonwell: Bonwell may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME & OVERTIME: Bonwell is not entitled to compensatory time ("comp time") nor overtime as provided in the Montgomery County Employee Personnel Manual. Bonwell is considered a salaried employee, and he is entitled to the same benefits provided to other County Employees except comp time and overtime.

6. VACATION TIME: The parties agree that Bonwell shall be entitled to fifteen

(15) paid vacation days during the contract period.

7. USE OF COUNTY VEHICLE: Because Bonwell will be expected to answer Calls and perform services at all hours, he shall be entitled to the use of a County motor vehicle to perform these services. This right shall include the right to take the vehicle home in order to facilitate more prompt response time. Bonwell shall not use the vehicle for personal use unless such use unavoidable due to the demands of the job. If Bonwell is required to use his own vehicle, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Bonwell shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. OFFICE HOURS: Bonwell shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 8:00 a.m. to 4:30 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. GENERAL: Bonwell shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 30 day of December, 2020.

BUILDING ADMINISTRATOR

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

Marc Bonwell

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2020-32

Wednesday, December 23, 2020 12:55 PM

Montgomery County Board of Commissioners
Resolution 2020-32
A RESOLUTION APPOINTING MAPPING DIRECTOR AND APPROVING
EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a Mapping Director and approve an employment agreement for the Mapping Director;

AND WHEREAS, the Board finds that it should appoint Mike Davis as Montgomery County Mapping Director;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Mike Davis is hereby appointed Montgomery County Mapping Director

IT IS FURTHER RESOLVED that the employment agreement for Mike Davis, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

1
**2021 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY MAPPING DIRECTOR**

THIS AGREEMENT, by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and Mike Davis (hereinafter referred to as “Davis”), is to witness that:

WHEREAS, the County Executive may appoint a full-time County Mapping Director, who is responsible for supervising the County Mapping Department under direction of the County Commissioners;

AND WHEREAS, the Commissioners desire to employ Davis as the County Mapping Director, and Davis desires to be employed in this position.

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: That the Commissioners hereby agree to employ Davis as County Mapping Director for a term beginning on January 1, 2021 and ending December 31, 2021, subject to the reservation by the Commissioners of the right to terminate the employment of Davis as provided for in paragraph 4.

2. DUTIES: Davis’s duties shall include those assigned by the Montgomery County Board of Commissioners including but not limited to the following:

- a. Manages the County Parcel Base (GIS layers); plots and records boundaries, appropriate easements and other appurtenant information from recorded maps, legal descriptions in deeds, and other documents; augments the GIS layers;
- b. Create new (or revised) Assessor plats, utilizing information; resolves

issues relating to mapping boundary lines and property ownership in accordance with Tiles laws and practices;

c. Audit tentative surveys (in submittal process for recording), review for accuracy and adhere to County Code and other regulations, review errors with surveyors, determine required corrections for re-submittal and rejects flawed submittals;

d. Works with County attorney to interpret applicable laws, regulations and codes to ownership and land division;

e. Reviews recorded surveys for accuracy, performs changes to lines and attributes, creates new parcels and other new features, assigns new parcel numbers to affected parcels;

f. Consults with and advises the Assessor's office staff and other Departments staff, on mapping problems, apparent defects in chain of title, boundary descriptions;

g. Supervise all employees of their department including office staff under the direction of the Board of Commissioners.

h. Perform any other related duty as may be assigned by the Board of Commissioners.

i. Attend all Commissioners' meetings as directed by the Commissioners.

3. SALARY: That the Director's salary, during the term of his contract, shall be the sum of \$ _____, as is currently provided for in the Montgomery County ERPS for the GIS Coordinator. This salary shall be paid at the same time other county employees are paid and is subject to appropriation by the Montgomery County Council.

4. TERMINATION: The parties agree that this contract may be terminated as follows:

a. Termination by Commissioners: Davis is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Davis's employment with or without cause as follows:

i. For Cause: In the event Davis fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Davis's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Davis's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Davis's employment without cause by providing to Davis written notice of the termination with the effective date thereof at least thirty (30) days after the date of the written notice. Davis shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Davis: Davis may terminate this contract of employment at

any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME & OVERTIME: Davis is not entitled to compensatory time ("comp time") nor overtime as provided in the Montgomery County Employee Personnel Manual. Davis is considered a salaried employee, and he is entitled to the same benefits provided to other County Employees except comp time and overtime.

6. VACATION TIME: The parties agree that Davis shall be entitled to _____ hours of Paid Time Off during the contract period.

7. OFFICE HOURS: Davis shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 8:00 a.m. to 4:30 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. GENERAL: Davis shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 30 day of December, 2020.

MAPPING DIRECTOR

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

Mike Davis

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2020-33

Monday, December 14, 2020 1:48 PM

Montgomery County Board of Commissioners

Resolution 2020-33

A RESOLUTION APPOINTING HIGHWAY DIRECTOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a Highway Director and approve an employment agreement for the Director;

AND WHEREAS, the Board finds that it should appoint Jake Lough as Director of the Montgomery County Highway Department;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Jake Lough is hereby appointed Director of the Montgomery County Highway Department.

IT IS FURTHER RESOLVED that the employment agreement for Jake Lough, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

**2021 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY HIGHWAY DIRECTOR**

THIS AGREEMENT made by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and Jake Lough (hereinafter referred to as “Lough”) is to witness that:

WHEREAS, the County Executive may appoint a full-time County Highway Director, who is responsible for supervising the design, construction, planning, traffic, maintenance and other functions of the County Highway Department under direction of the County Commissioners.

AND WHEREAS, the Commissioners desire to employ Lough as the County Highway Director, and Lough desire to be employed in this position;

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: The Commissioners hereby agree to employ Lough as County Highway Director for a term beginning on January 1, 2021 and ending December 31, 2021, subject to the reservation by the Commissioners of the right to terminate the employment of Lough as provided for in Paragraph 4.

2. DUTIES: Lough’s duties shall include the general supervision of the Highway Department, as defined by Indiana law, attend all meetings of the Board of Commissioners, and perform all other duties assigned by the Board.

3. SALARY: Lough’s salary, during the term of this contract, shall be as follows:

a. An annual salary of _____ Dollars

(\$ __, __. __). The portion of this annual salary payable at the same time other county employees are paid.

- b. The County Highway Director's salary is subject to appropriation by the Montgomery County Council. Payment shall be made with the same frequency that the other County employees are paid.

4. TERMINATION: The parties agree that this contract may be terminated as follows:

- a. Termination by Commissioners: Lough is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Lough's employment with or without cause as follows:

- i. For Cause: In the event Lough fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Lough's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Lough's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

- ii. Without Cause: The Commissioners shall also have the right to terminate Lough's employment without cause by providing to Lough written notice of the termination with the effective date thereof at least

thirty (30) days after the date of the written notice. Lough shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Lough: Lough may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME: The Director is not entitled to compensatory time nor overtime as provided in the Montgomery County Employee Personnel Manual and the Director is considered a salaried employee and he is entitled to the same benefits provided to other County Employees except compensatory time and overtime.

6. COUNTY VEHICLE: Because Lough will be expected to answer calls and perform services at all hours; he shall be entitled to the use of a County motor vehicle to perform these services. This right shall include the right to take the vehicle home in order to facilitate more prompt response time. Lough shall not use the vehicle for personal use unless such use is unavoidable due to the demands of the job. If Director is required to use his own vehicle, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Director shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. OFFICE HOURS: Director shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 7:30 a.m. to 4:00 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. GENERAL TERMS: Director shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. Director shall

maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 30th day of December, 2020.

HIGHWAY DIRECTOR

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

Jake Lough

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2020-34

Monday, December 14, 2020 1:48 PM

Montgomery County Board of Commissioners

Resolution 2020-34

A RESOLUTION APPOINTING AN EMERGENCY MANAGEMENT AGENCY DIRECTOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint an Emergency Management Agency Director and approve an employment agreement for the Director;

AND WHEREAS, the Board finds that it should appoint Shari Harrington as Director of the Montgomery County Emergency Management Agency;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Shari Harrington is hereby appointed Director of the Montgomery County Emergency Management Agency.

IT IS FURTHER RESOLVED that the employment agreement for Shari Harrington, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

2021 CONTRACT OF EMPLOYMENT DIRECTOR OF EMERGENCY AND DISASTER MANAGEMENT

THIS AGREEMENT, by and between the Montgomery County Emergency Management Advisory Council, Board of Commissioners of Montgomery County and Shari Harrington (hereinafter referred to as "Harrington"), is to witness that:

WHEREAS, the Director of Emergency and Disaster Management is appointed by the Montgomery County Emergency Management Advisory Council with the consent of the Montgomery County Board of Commissioners;

AND WHEREAS, the Director is a department head position and has the following duties:

1. Direct the organization, administration and operation of the emergency management and disaster program;
2. Be responsible to the President of the Board of County Commissioners;
3. Seek, negotiate and enter into mutual aid agreements, with approval of the County Commissioners;
4. Perform other duties which are either assigned by the Advisory Council or required by law.

AND WHEREAS, the Director serves at the pleasure of the Advisory Council, which may remove the Director at any time, with or without cause, subject to the consent of the County Commissioners;

AND WHEREAS, Shari Harrington has been appointed Director by the Advisory Council, with the consent of the County Commissioners and the Council desires to reappoint Harrington and retain her as Director;

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: That the Advisory Council hereby agrees to employ Harrington as Director of Emergency And Disaster Management for a term beginning on January 1, 2021, and ending December 31, 2021, subject to the reservation by the Advisory Council, with the consent of the County Commissioners, of the right to terminate the employment of Harrington as provided for in paragraph 4.

2. DUTIES: Harrington shall have all duties provided for by Section 37.18 of the Montgomery County Code, will work at the direction of the President of the Montgomery County Board of Commissioners, and will report to the Advisory Council:

3. SALARY AND BENEFITS: Harrington's salary during the term of this contract shall be a sum equivalent to an annual base salary in the amount of \$_____ ; performance compensation in the amount of \$_____, and longevity pay in the amount of \$_____, for a total annual compensation in the amount of \$_____. Harrington shall be paid every two weeks during the term of this agreement. This salary is subject to appropriation by the Montgomery County Council. Harrington will be entitled to all of the benefits available to other employees of the County, except overtime and compensatory time. In addition, she will provided with a motor vehicle for her use in the discharge of her duties.

4. TERMINATION: The parties agree that this contract may be terminated as follows:

a. Termination By Advisory Council: Harrington is an appointee of the Advisory Council, with the consent of the County Commissioners. As such, she serves at the will of the Advisory Council, subject only to the consent to termination by the Commissioners. The Advisory Council, with the consent of

the Commissioners, may terminate Harrington's employment with or without cause at any time.

b. Termination by Harrington: Harrington may terminate her employment at any time by providing written notice to the Advisory Council.

5. COMPENSATORY TIME & OVERTIME: Harrington is entitled to neither compensatory time ("comp time") nor overtime as provided in the Montgomery County Employee Personnel Manual. Harrington is considered a salaried employee with supervisory duties, and she is entitled to the same benefits provided to other County Employees except compensatory time and overtime.

6. USE OF COUNTY VEHICLE: Because Harrington will be expected to answer calls and perform services at all hours, she shall be entitled to the use of a County motor vehicle to perform these services. This right shall include the right to take the vehicle home in order to facilitate more prompt response time. Harrington shall not use the vehicle for personal use unless such use unavoidable due to the demands of the job. If Harrington is required to use her own vehicle, she is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Harrington shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. OFFICE HOURS: Harrington shall keep regular business hours as directed by the President of the Montgomery County Commissioners. She will be available for work 24 hours a day, seven days a week, and will work as needed as determined by the President of the Commissioners or as necessitated in order to fulfill her duties and obligations.

8. GENERAL: Harrington shall always maintain the highest standard of professional conduct and practice in the performance of her duties for the County.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 30th day of December, 2020.

DIRECTOR OF EMERGENCY
AND DISASTER MANAGEMENT

EMERGENCY MANAGEMENT
ADVISORY COUNCIL

By: _____

Attest: _____

Resolution 2020-35

Monday, December 14, 2020 1:49 PM

Montgomery County Board of Commissioners

Resolution 2020-35

A RESOLUTION APPOINTING COUNTY ATTORNEY AND APPROVING ENGAGEMENT LETTER

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Attorney and approve an engagement letter for said Attorney;

AND WHEREAS, the Board appoints Daniel L. Taylor, attorney at law, of the firm Taylor, Chadd, Minnette, Schneider & Clutter, P.C., as the County Attorney;

AND WHEREAS, the Board also approves the engagement letter presented by Daniel L. Taylor.

IT IS, THEREFORE, RESOLVED that Daniel L. Taylor is hereby appointed County Attorney.

IT IS FURTHER RESOLVED that the engagement letter for the County Attorney is hereby approved.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor



TAYLOR, CHADD, MINNETTE, SCHNEIDER & CLUTTER, P.C.

Attorneys at Law

Daniel L. Taylor
Darren C. Chadd
J. Kent Minnette
Ann M. Schneider
Robert V. Clutter
Tyler M. Nichols
Mitchell A. Ray
Ethan D. Myers
Emily S. Smith
Jordan K. Clouser

Of Counsel

Raymond M. Kirtley

December 21, 2020

Montgomery County Commissioners
Crawfordsville, Indiana 47933

RE: Engagement

Dear Commissioners:

Please allow this letter to confirm that we have agreed to continue to serve as County Attorneys for Montgomery County. We understand that our responsibilities will include preparing for and attending meetings of the Board of Commissioners and other boards and commissions of the County as requested. We also understand that we will provide legal services to County officials and staff on an as-needed basis. We are available to represent the County in litigation and administrative proceedings as requested.

Because bond work entails payment of fees from bond proceeds for work done before the bond closing and for work performed years after the closing, fees for bond work will be negotiated on a case-by-case basis.

We agree to perform the requested services, other than bond work as noted above, at our preferred governmental rate. The preferred governmental rate is our firm's lowest available billing rate. For 2021, this rate is \$200.00 per hour for all attorneys, unless the attorney performing work has a lower hourly rate, in which case the lower hourly rate will apply. This preferred rate represents a substantial savings to our preferred governmental clients over our normal billing rates. For example, my normal billing rate is \$285.00 per hour. The other attorneys in the firm have rates which range from \$160.00 per hour to \$295.00 per hour. We offer this preferred rate to only select governmental clients

We do not charge for our office overhead (postage, telephone toll charges, fax charges, etc.). If, during the course of our representation of the Board of Commissioners, we believe that it is necessary to incur expenses on behalf of the Board, we will obtain permission prior to incurring the expense.

117 West Main Street
Lebanon, IN 46052
(765) 483-8549 F: (765) 483-9521

105 N. Washington Street
Crawfordsville, IN 47933
(765) 361-9680 F: (765) 361-9690

7855 S. Emerson Avenue, Suite S
Indianapolis, IN 46237
(317) 550-4333 F: (317) 550-4325

214 4th Street
Covington, IN 47932
(765) 814-2001 F: (765) 814-2005

We will provide invoices to the Board of Commissioners on a monthly basis. These invoices will include an itemized and detailed description of the work performed, the time spent on each legal service, the date on which the work was performed, and the name of the attorney performing the work. We will normally mail these invoices by the 30th day of the month for the previous month. We generally expect to be paid within thirty (30) days of your receipt of the invoice. If you have any questions regarding any charge, please simply call me to discuss.

I will have the primary responsibility of performing the legal services described in this letter and will make other experienced municipal attorneys in our firm available if I am unavailable to provide these services. If more than one (1) attorney attends a meeting, hearing or conference, you will be charged as if only one (1) attorney is present unless you specifically agree to pay for more than one attorney.

Consistent with the Rules of Professional Responsibility, you may terminate this relationship at any time. If this occurs, we will assist in the transition to your new attorney. We will provide a final bill for services rendered and request that you pay it as outlined herein.

Also, consistent with the Rules of Professional Responsibility, please understand that our client is the Board of Commissioners and not any individual member of the Board. All requests for inspection of our files, directions in legal matters, or other requests for information are controlled by the majority vote of the Board of Commissioners. If we receive a request to perform work, disclose information, or inspect our files, we will seek the direction from the Board as an entity in order to respond appropriately unless the Board has specifically directed otherwise.

We value our relationship with you and look forward to continuing that relationship and working toward the beneficial advancement of the County. If you believe that this letter accurately expresses our agreement, please have the Board President sign below and return one (1) of the originals to us. If you believe the letter does not accurately represent our agreement, please let me know. Thank you for the opportunity to serve the Board.

Sincerely yours,


Daniel L. Taylor

Accepted this ____ day of December, 2020.

MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

By _____
James D. Fulwider, President

ATTEST:

Jennifer Andel, Auditor

Resolution 2020-36

Monday, December 14, 2020 1:49 PM

Montgomery County Board of Commissioners

Resolution 2020-36

A RESOLUTION APPROVING MEETING DATES FOR 2021

WHEREAS, the Montgomery County Board of Commissioners agree to meet on the second and fourth Mondays of each month at 8 a.m.

AND WHEREAS, all meetings of the Board will be in Room 103 in the Montgomery County Courthouse, 100 East Main Street, Crawfordsville, Indiana, except as otherwise approved by the Commissioners;

AND WHEREAS, the Board of Commissioners reserves the right to change the meeting dates and times, with proper notice, and to call any special or emergency meetings as circumstances require for the proper functioning of County government.

IT IS, THEREFORE, RESOLVED that the Montgomery County Board of Commissioners will meet on the second and fourth Mondays of each month at 8 a.m.

IT IS FURTHER RESOLVED that all meetings of the Board will be in Room 103 in the Montgomery County Courthouse, 100 East Main Street, Crawfordsville, Indiana, except as otherwise approved by the Board.

IT IS FURTHER RESOLVED that the Board of Commissioners reserves the right to change the meeting dates and times, with proper notice, and to call any special or emergency meetings as circumstances require for the proper functioning of County government.

THIS RESOLUTION is hereby adopted this 30th day of December, 2020.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

James D. Fulwider, President

John Frey, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor