

AGENDA MEMO

Tuesday, December 28, 2021 9:53 AM

AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, JANUARY 10, 2022
8 AM
100 E. Main Street - Room 103
Crawfordsville, IN 47933**

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

Election of Officers

President

Vice President

Consent Agenda

Approval of Claims: December 28, 2021 to January 10, 2022

Accounts Payable: & Payroll Claims:

Approval of Meeting Minutes: December 28, 2021

2022 Contracts

Treasurer's Office

Invoice Cloud - *Online payment vendor. We pay ACH reject fees and pass them along to the taxpayer through an NSF added assessment on their parcel.*

American Financial Credit Services - *Collection agency - no fees paid by the County. The fees are passed on to the taxpayer.*

GovTech Services - *An online service that works with escrow companies on amounts due on parcels. There is no fee to the County for the service. The fees are passed on to the escrow companies wanting the payment files.*

The Master's Touch - *Tax statement vendor. The fees have gone up some from last year. The overall increase from 2021 is \$660.14 - Total cost for service: \$5,917.34*

Public Hearing – Petitioner: The Overland Group, LLC Re-Zone 2.5 acres - *Agricultural to Commercial - Property is located at the southwest corner of SR47 and CR600 South with the intention to develop the property into a 10,640 square foot retail business and associated parking facilities. The Plan Commission held a public hearing on 11-24-21 and considered the Overland's request, comments by the public, the case report and comments by the Zoning Administrator and approved an unfavorable recommendation by a 6-0 vote.*

Ordinance 2022-1: Request of the Overland Group and Rezoning a Certain Parcel of Land in the South Block of SR47 from Agricultural to Commercial

2022 Commissioner Board & Commission Appointments - *Commissioners will make annual appointments as well as term appointments as shown in the packet.*

New Business

USI On-call Contract - Constitution Row - *Pavement condition assessment - \$7,000*

RQAW Contract-Road Design - *RQAW is being hired to develop a preliminary design and cost estimate for the extension of Purple Heart Parkway from US 231 to Ladoga Road. Payment for the*

contract will be from the CCD fund.

Accepting/Rejecting Quotes for Culverts -

The Montgomery County Commissioners solicited a lump sum quote to remove an existing culvert and install pre-purchased culvert components located on CR 700 N between US 231 and CR 100 E. The Montgomery County Engineer solicited quotes from 5 contractors for the culvert project. On December 13th the Commissioners opened a quote from Conexco as being the only contractor submitting a quote. The quote was in the amount of \$277,000. The Montgomery County Engineer recommends the Commissioners approve this quote. The Montgomery County Highway Director will use this project as a training exercise for the culvert crew in order to self-perform similar type of projects.

The Montgomery County Commissioners solicited a lump sum quote to remove an existing culvert and install pre-purchased culvert components located on CR 950 S between CR 750 W and CR 625 W. The Montgomery County Engineer solicited quotes from 5 contractors for the culvert project. On December 13th the Commissioners opened a quote from Conexco as being the only contractor submitting a quote. The quote was in the amount of \$286,000. The Montgomery County Engineer recommends the Commissioners reject this quote. The Montgomery County Highway Department will self-perform the installation of this culvert sometime in the future.

Ordinances

Resolutions

Other Business

AGENDA

Tuesday, December 28, 2021 9:49 AM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, JANUARY 10, 2022
8 AM
100 E. Main Street - Room 103
Crawfordsville, IN 47933**

Call to Order: Board President John E. Frey

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Approval of Claims: December 28, 2021 to January 10, 2022

Accounts Payable: & Payroll Claims:

Approval of Meeting Minutes: December 28, 2021

2022 Contracts

Treasurer's Office

Invoice Cloud

American Financial Credit Services

GovTech Services

The Master's Touch

**Public Hearing – Petitioner: The Overland Group, LLC Re-Zone 2.5 acres - Agricultural to Commercial
Ordinance 2022-1: Request of the Overland Group and Rezoning a Certain Parcel of Land in the
South Block of SR47 from Agricultural to Commercial**

2022 Board & Commission Appointments

New Business

USI On-call Contract - Constitution Row

RQAW Contract-Road Design

Accepting/Rejecting Quotes for Culverts

Ordinances

Resolutions

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.



Election of Officers

Monday, January 03, 2022 1:31 PM

Board elections are conducted annually for the position of President and Vice President.

2021 - Commissioner Frey - President

2021 - Commissioner Fulwider - Vice President

Accounts Payable Claims

Tuesday, December 28, 2021 9:53 AM

Payroll Claims

Tuesday, December 28, 2021

9:54 AM

Minutes: 12-28-21

Monday, January 03, 2022 1:28 PM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
TUESDAY, DECEMBER 28, 2021

The Montgomery County Commissioners met in regular session on Tuesday, December 28, 2021 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

CALL TO ORDER

On call of the roll, the members of the Board were shown to be present as follows: President John E. Frey; and Vice President James D. Fulwider.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Sheriff Ryan Needham; Highway Director Jake Lough; County Engineer James Peck; Treasurer Heather Laffoon; and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

Board President Commissioner John E. Frey led the pledge of allegiance and Commissioner Fulwider led the prayer.

CONSENT AGENDA

Approval of Claims: December 13, 2021 to December 28, 2021

Accounts Payable: \$29,833,311.59; Payroll: \$380,362.64

Approval of Minutes: December 13, 2021

AWARD WABASH COLLEGE 2022 COMMISSIONERS SCHOLARSHIP TO LUCAS RENARD

NEW BUSINESS

Accept 2022 Annual Bids

Highway Director Jake Lough advised that he has reviewed the 2022 Annual Bids and recommended approval. *Commissioner Fulwider moved to approve the 2022 Annual Highway Bids. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

2022 Contracts

Purdue Extension Agreement - \$117,940

Commissioner Fulwider moved to approve the Purdue Extension Agreement. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Agreement for Professional Services for Section Corner Perpetuation - \$53,300

Commissioner Fulwider moved to approve the Agreement for Professional Services. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Animal Welfare League Contract - \$77,312

Commissioner Fulwider moved to approve the Animal Welfare League Contract. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

USI Bridge Inspection Contract - \$183,685

Contract term March 1, 2022 to April 30, 2024. Project consists of Countywide Bridge Inspection and Inventory Program in accordance with National Bridge Inspection Standards for Cycle Years 2022 through 23, Page 1 (2022) and Phase 1A (2023). *Commissioner Fulwider moved to approve the USI Bridge Inspection Contract. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

USI PASER Agreement - \$50,000

Services to be provided under Agreement: Pavement Surface Evaluation Rating (PASER); Roadway Asset Management Plan (AMP); Local Technical Assistance Program (LTAP) Upload. *Commissioner Fulwider moved to approve the USI PASER Agreement. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

Receipt of 2021 Annual Risk Management Report

Commissioner Fulwider moved to acknowledge the Receipt of the 2021 Annual Risk Management Report. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Receipt of 2021 Internal Controls Report

Commissioner Fulwider moved to approve the 2021 Internal Controls Report. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Approval of Unused PTO Payout for Injured Deputies

Sheriff Needham stated that he is requesting approval to pay out a portion of unused PTO time to two Sheriff Deputies that were injured on the job. The Deputies have not returned to work full time and they have been unable to use their PTO time.

Deputies are allowed to carry over 80 hours of PTO time in to the next calendar year and the injured deputies have accrued PTO hours in excess of these 80 hours. The amount of unused PTO time above the 80 hours carried over in to 2022 would be paid out. One deputy would be paid \$1,582.02 for 66 hours of unused PTO time and the other deputy would be paid \$1,341.90 for 71 hours of unused PTO time. The Sheriff's Department has available budget in the salary lines to pay these amounts.

This is an unusual and unfortunate circumstance that necessitates this request.

Commissioner Fulwider moved to approve the request from Sheriff Needham to payout unused PTO time for two Deputies injured on the job. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

ORDINANCES

2nd Reading Ordinance 2021-43: Establish 2022 Veterans Treatment Court Grant Fund - \$104,274

Indiana Office of Court Services award will provide funding for a Veterans Treatment Court Coordinators salary and benefits, mentor coordinator and training. *Commissioner Fulwider moved to approve Ordinance 2021-43. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

2nd Reading Ordinance 2021-44: Establish 2022 Family Recovery Court Grant Fund - \$104,861

Indiana Office of Court Services award will provide funding for a new Family Recovery Court Coordinator salary and benefits, supplies, incentives, drug testing supplies, emergency client needs, cell phone, travel/training, office equipment and Data Processing Equipment. *Commissioner Fulwider moved to approve Ordinance 2021-44. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

Introduction Ordinance 2021-45: Ordinance Establishing County Commissioner and County Council Districts for Montgomery County, Indiana

The Board of Commissioners are required to establish County Commissioner Districts in 2021 pursuant to IC 36-2-2-4 and Board of Commissioners are required to establish County Council Districts in 2021 pursuant to IC36-2-3-4. The new districts will be published in the newspaper for comment by the public.

Suspension of Rules – 2nd Reading Ordinance 2021-45

Commissioner Fulwider moved to suspend the rules to add second reading on Ordinance 2021-45. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

2nd Reading Ordinance 2021-45: Ordinance Establishing County Commissioner and County Council Districts for Montgomery County, Indiana

Commissioner Fulwider moved to approve Ordinance 2021-45. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

RESOLUTIONS

Resolution 2021-24: Approving Transfer Agreement with Trinity Horizons

Trinity Horizons, Inc. currently leases from the Commissioners real estate located at 1101 North Whitlock Avenue consisting of approx. 3.4+ acres and operates a drug and alcohol rehabilitation and education program on the site. Trinity desires to improve and expand its services, operations and the facilities on the Property and may build new facilities on the property. The property to be transferred to Trinity consists of approximately 11.77+ total acres of real estate together with its improvements.

Commissioner Fulwider moved to approve Resolution 2021-24. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Resolution 2021-25: Approving 2022 Meeting Schedule

Commissioners will meet on the 2nd & 4th Monday's except the 1st Monday in October (10th) & 2nd Monday in December (26th) @ 8:00 am - Montgomery County Courthouse Room 103 until further notice.

Commissioner Fulwider moved to approve Resolution 2021-25. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Resolution 2021-26: Approving Sheriff's Compensation Agreement

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.

Commissioner Fulwider moved to approve Resolution 2021-26. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Resolution 2021-27: Appointing Building/Zoning Commissioner & Approving Employment Agreement - \$64,374

The Building & Zoning Administrator is responsible for supervising the County Building Department. The contract period is 1/1/22 to 12/31/22. Duties include but not limited to advisor to Drainage Board & Sugar Creek Advisory Board; perform duties described in the Sugar Creek Ordinance; Administer County Flood Plain Ordinance; oversee activities of the County Building Department and administer building permits and building inspection to enforce state and local codes and ordinances and any other duties required by the County Commissioners. *Commissioner Fulwider moved to approve Resolution 2021-27. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

Resolution 2021-28: Appointing County Engineer & Approving Employment Agreement - \$101,876

Contract period 1/1/22 to 12/31/21. Duties include all those identified in his job description and any other duties required by County Commissioners.

Commissioner Fulwider moved to approve Resolution 2021-28. Seconded by Commissioner Frey. Motion passed 2-0 in favor.

Resolution 2021-29: Appointing County Highway Director & Approving Employment Agreement - \$69,281
Contract period 1/1/22 to 12/31/21. Duties include all those identified in his job description and any other duties required by County Commissioners. *Commissioner Fulwider moved to approve Resolution 2021-29. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

Resolution 2021-30: Appointing Mapping Director & Approving Employment Agreement - \$51,000
Contract period 1/1/22 to 12/31/21. Duties include but are not limited to 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 and any other duties required by County Commissioners. *Commissioner Fulwider moved to approve Resolution 2021-30. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

Resolution 2021-31: Appointing County Attorney & Approving Engagement Letter - \$210 p/hour rate
Resolution would approve the Board appointment Daniel L. Taylor, attorney at law, of the firm of Taylor, Chadd, Minnette, Schneider & Clutter, P.C. as the County Attorney. *Commissioner Fulwider moved to approve Resolution 2021-31. Seconded by Commissioner Frey. Motion passed 2-0 in favor.*

ADJOURNMENT

There being no further business before the Board, *Commissioner Fulwider moved to adjourn. Commissioner Frey seconded. Motion passed 2-0 votes in favor.*
Meeting adjourned at 8:32 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.
The next regular meeting will be held on Monday, January 10, 2022 @ 8:00 am at the Montgomery County Courthouse.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, Board President

Attest:

Jennifer Andel, Auditor

2022 Contracts

Tuesday, December 28, 2021 9:54 AM

Treasurer's Office Contracts

Tuesday, December 28, 2021 9:54 AM

1. Invoice Cloud is our online payment vendor. We pay ACH reject fees and pass them along to the taxpayer through an NSF added assessment on their parcel.
2. American Financial Credit Services is our collection agency. We do not pay for this service. The fees are passed on to the taxpayer.
3. GovTech Services is an online service that works with escrow companies on amounts due on parcels. We do not pay for this service. The fees are passed on to the escrow companies wanting the payment files.
4. The Master's Touch is our tax statement vendor. The fees have gone up some from last year. The overall increase from 2021 is \$660.14.

Public Hearing: Re-Zone of Real Property

Tuesday, December 28, 2021 10:15 AM

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS
NOTICE OF PUBLIC HEARING
To consider a Re-zone of Real Property in
MONTGOMERY COUNTY**

The Montgomery County Commissioners will hold a public hearing on January 10th, 2022, at 8:00am to consider a re-zone from Agricultural to Commercial of a property in Montgomery County. The meeting will be held in room 103 of the Montgomery County Courthouse located at 100 E MAIN ST, CRAWFORDSVILLE, IN 47933

Petitioner: The Overland Group LLC

Purpose of Request-

A request to re-zone 2.5 acres of an agricultural property for the purpose of Retail Business.

Location: 6100 block of S State Rd 47

Parcel ID's: 54-14-02-500-004.000-001

Citizens appearing at the public hearing will have an opportunity to provide comments concerning the proposed re-zone. All interested citizens are encouraged to attend. The Montgomery County Commissioners may continue the hearing from time to time as may be found necessary. Citizens may file written comments or objections with Montgomery County Commissioners ATTN: Tom Klein, 110 West South Boulevard, Crawfordsville, Indiana 47933 or by email at (tom.klein@montgomerycounty.in.gov) prior to the public hearing. All such submittals will be considered by the Commissioners. A copy of the proposed re-zone is on file and may be examined at the Montgomery County Building and Zoning Administration office at 110 West South Boulevard, Crawfordsville, Indiana 47933 (765-364-6490), office hours are 8:00-4:30 weekdays except holidays.

In accordance with the Americans with Disabilities Act, if anyone intending to attend the public hearing needs reasonable accommodation, please contact the Montgomery County Commissioners Office, 110 W South Blvd, Crawfordsville, IN 47933, 765-361-2623

This notice dated December 23rd, 2021

Marc Bonwell
Building/Zoning Administrator

Montgomery County, IN

Publish one time no later December 29th, 2021

Send Proofs and Invoices to:

Montgomery County Building /Zoning Department

110 West South Boulevard

Crawfordsville, IN 47933

Ordinance 2022-1

Wednesday, January 5, 2022 5:47 PM

2022 Board & Commission Appointments

Tuesday, December 28, 2021 9:54 AM

2022 Commissioner Appointments

1/6/2022

COMMITTEE	MEMBERS	TERM	APPOINT	EXPIRE	EMAIL
Plan Commission					
Appointed by Commissioners	Steve Canfield - D	4 yrs	1/1/2020	12/31/2023	secanfield@hotmail.com
*No more than 3 can be of the same political party.	Jordan Burkett - R	4 yrs	1/1/2019	12/31/2022	jburrkett@myhhsb.com
	Steve Loy - R	4 yrs	1/1/2021	12/31/2024	redjeep@tds.net
*Must live or own property in the County	Bob Campbell - R	4 yrs	6/14/2021	12/31/2024	bob.campbell@bane-welker.com
*2 Democrats	Randy Denhart - Replacing Tammy Myers	4 yrs	1/1/2022	12/31/2025	
*Council Appointment	Mark Davidson, Council				mark.davidson@montgomerycounty.in.gov
*Commissioner Appointment	John Frey, Commissioner				john.frey@montgomerycounty.in.gov
	Tom Cummins, Surveyor				tom.cummins@montgomerycounty.in.gov
	Marc Bonwell, Bldg & Zoning Admin.				marc.bonwell@montgomerycounty.in.gov
	Amber Reed, Health Admin.				
Board of Zoning Appeals	Steve Loy	4 yrs	1/1/2021	12/31/2024	redjeep@tds.net
Article 4 - County Code	Steve Canfield	4 yrs	8/9/2021	12/31/2024	secanfield@hotmail.com
	Todd Douglas	4 yrs	8/1/2019	12/31/2022	todd.douglas@indianarubber.com
	John Hedrick	4 yrs	8/1/2019	12/31/2022	jhedrick82@gmail.com
	Seth Howell - Re-Appointment	3 yrs	1/1/2022	12/31/2024	showell@sullivanandpoore.com
Drainage Board					
*Commissioner Appointment	Matt Mitchell	3 yrs	1/1/2020	12/31/2022	mattmitchell76@yahoo.com
*Commissioner Appointment	David Rhoads - Re-Appointment	3 yrs	1/1/2022	12/31/2024	drhoads60@live.com
*Commissioner Appointment	Lance Sennett	3 yrs	1/1/2021	12/31/2023	lasennett@att.net
*Commissioner Appointment - Recommended by S&W	Doug Mills	2 yrs	1/1/2021	12/31/2022	doug.mills.56@gmail.com
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
*One representative from the north & south part of the County.					
No residency requirements for remaining 2 appointments.					
Visitor & Convention Commission					
*Commissioner Appointment	Jake Bohlander	2 yrs	1/1/2021	12/31/2022	jrbowlander@gmail.com
*Commissioner Appointment	Richard Bowen	2 yrs	1/1/2021	12/31/2022	
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
*Commissioner Appointment	Issac Hook - D	2 yrs	1/1/2021	12/31/2022	isaccdhook@gmail.com
*Mayor Appointment	Vacant	2 yrs	1/1/2017	12/31/2018	janssenm@wabash.edu
*Mayor Appointment	Mike Reidy	2 yrs	3/13/2018	12/31/2018	reidym@wabash.edu
*Mayor Appointment	Paul Parry	2 yrs	3/13/2018	12/31/2019	pparry1022@gmail.com
Sugar Creek Advisory Board					
*Commissioner Appointment	Jack Whitecotton	3 yr	1/1/2021	12/31/2023	jpw@townandcountryhomecenter.com
*Commissioner Appointment	David Hadley	3 yr	1/1/2021	12/31/2023	davidhadley1944@gmail.com
*Commissioner Appointment	Greg Lough	3 yr	1/1/2021	12/31/2023	gsistuff@sbcglobal.net
*Commissioner Appointment	Raoul Moore - Re-Appointment	3 yr	1/1/2022	12/31/2024	lhmoore@tctc.com
*Commissioner Appointment	Alan Clouser - Re-Appointment	3 yr	1/1/2022	12/31/2024	entropy2@att.net

2022 Commissioner Appointments

1/6/2022

*Commissioner Appointment	Kenny Cain	3 yr	1/1/2020	12/31/2022	cornfieldcain@hotmail.com
	Blaine Gillian- DNR				bgillian@dnr.in.gov
	Marc Bonwell - Building Admin				marc.bonwell@montgomerycounty.in.gov
	Ryan Needham - Sheriff				ryan.needham@montgomerycounty.rr.gov
	Amber Reed - Health Administrator				amber.reed@montgomerycounty.ad.gov
	Jim Fulwider - Commissioner				jim.fulwider@montgomerycounty.ss.gov
	DC Chadd - Attorney for SCAB Board				dchadd@tcmsclaw.com
Medical Care Trust Fund					
*Commissioner Appointment	Jaimie Welliever	3 yr	1/1/2020	12/31/2022	JAMIE.WELLIEVER@SOUTHMONT.K12.IN.US
*Commissioner Appointment	Carolyn Snyder	3 yr	1/1/2021	12/31/2023	CAROLYNSNYDER42@GMAIL.COM
*Commissioner Appointment	Jill Rogers	3 yr	1/1/2021	12/31/2023	ROGERSJ@WABASH.EDU
Health Board	Dr. Scott Douglas				
IC-16-20-2	Nancy Sennett	4 yrs	1/1/2019	12/31/2022	csennett@tctc.com
*Commissioner Appointments	Sharon Keedy	4 yrs	1/1/2021	12/31/2024	skeedyvet@sbcglobal.net
	Carolyn Snyder- Re-Appointment	4 yrs	2/1/2018	12/31/2021	carolynsnyder42@gmail.com
	Dr. Mary Glass	4 yrs	1/1/2021	12/31/2024	marymglass2@franciscanalliance.org
	Jami Barton	4 yrs	1/1/2021	12/31/2024	jamielbarton@sbcglobal.net
	Summer Ervin	4 yrs			summerervin1977@gmail.com
	Brian Keim- New Appointment	4 yrs	1/1/2022	12/31/2025	
	Amber Reed - Health Administrator				
	County Administrator - Tom Klein Non-voting				
Redevelopment Commission					
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
*Commissioner Appointment	Ron Dickerson	Annual	1/1/2022	12/31/2022	r.dickers2003@yahoo.com
*Commissioner Appointment	Rex Ryker- Replacing Howard Rippy	Annual	1/1/2022	12/31/2022	
*Council Appointment	Gary Booth	Annual	1/1/2022	12/31/2022	gary@boothmachinery.com
*Council Appointment	Phil Littell	Annual	1/1/2022	12/31/2022	palittell@aol.com
*Commissioner Appointment	Julie Hess Non Voting School Board	Annual	1/1/2022	12/31/2022	juliehess@talktotucker.com
	Dan Taylor - Attorney				dtaylor@tcmsclaw.com
Redevelopment Authority					
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
	Greg Morrison	Annual	1/1/2022	12/31/2022	greg.morrison@montgomerycounty.in.gov
	Brad Monts	Annual	1/1/2022	12/31/2022	bmont@myhhsb.com
	Dan Taylor - Attorney				dtaylor@tcmsclaw.com
Region 4 Workforce Board					
	Patty Overpeck	2 yr	??		
Emergency Management Council					

2022 Commissioner Appointments

1/6/2022

*Commissioner Board President	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
*Crawfordsville Mayor	Mayor Todd Barton	Annual	1/1/2022	12/31/2022	tbarton@crawfordsville-in.gov
*Council Board President	David Hunt	Annual	1/1/2022	12/31/2022	david.hunt@montgomerycounty.in.gov
*Advisory Council	Phil Pirtle	Annual	1/1/2022	12/31/2022	ppirtle@ceres.coop
*Advisory Council	Vacant	Annual			
*Advisory Council	Barry Lewis	Annual	1/1/2022	12/31/2022	blewis@crawfordsville-in.gov
EMA Director	Shari Harrington	Annual	1/1/2022	12/31/2022	shari.harrington@montgomerycounty.in.gov
DPC					
*Commissioner Appointment	Phil Pirtle	Ongoing			
DPOC					
**Commissioner Board President	John Frey	Ongoing			
Crawfordsville Economic Development Authority					
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	
*Commissioner Appointment	Dan Guard	Annual	1/1/2022	12/31/2022	
*County Council Appointment	Jake Bohlander	Annual	1/1/2022	12/31/2022	
*City Council Appointment	Stan Hamilton	Annual	1/1/2022	12/31/2022	
*Crawfordsville Mayor	Todd Barton	Annual	1/1/2022	12/31/2022	
E911 Governing Board					
**Commissioner Board President	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
*Mayor	Todd Barton	Annual	1/1/2022	12/31/2022	tbarton@crawfordsville-in.gov
*Council Board President	David Hunt	Annual	1/1/2022	12/31/2022	david.hunt@montgomerycounty.in.gov
*Commissioner Appointment	Jim Fulwider	Annual	1/1/2022	12/31/2022	jim.fulwider@montgomerycounty.in.gov
*City Appointment	Andy Biddle	Annual	1/1/2022	12/31/2022	abiddle@crawfordsville-in.gov
E911 Director	Sherri Henry	Annual	1/1/2022	12/31/2022	sherri.henry@montgomerycounty.in.gov
Board Secretary	Lori Dossett				lori.dossett@montgomerycounty.in.gov
Board Attorney	Dan Taylor				
CCC Operations Center Board					
*Sheriff	Ryan Needham	Annual	1/1/2022	12/31/2022	ryan.needham@montgomerycounty.in.gov
*Commissioner Appointment	Tom Klein - County Administrator	Annual	1/1/2022	12/31/2022	tom.klein@montgomerycounty.in.gov
*Crawfordsville Chief of Police	Aaron Mattingly	Annual	1/1/2022	12/31/2022	amattingly@crawfordsville-in.gov
*Crawfordsville Fire Chief	Scott Busenbark	Annual	1/1/2022	12/31/2022	scott.busenbark@montgomerycounty.in.gov
*Governing Board Appointments	Nancy Sennett	Annual	1/1/2022	12/31/2022	csennett@tds.com
*Town Marshal Representative	Mike Hunley	Annual	1/1/2022	12/31/2022	mwhunley@sbcglobal.net
*EMA Representative	Clint Jackson	Annual	1/1/2022	12/31/2022	cjackson@jamestownin.com
*Volunteer Fire Chief	Phil Pirtle	Annual	1/1/2022	12/31/2022	ppirtle@ceres.coop
E911 Director	Sherri Henry				sherri.henry@montgomerycounty.in.gov
Building Administrator	Marc Bonwell				marc.bonwell@montgomerycounty.in.gov
IT Director	Ryan Edgell				redgell@edgeit.com
Emergency Management Director	Shari Harrington				shari.harrington@montgomerycounty.in.gov

2022 Commissioner Appointments

1/6/2022

Board Secretary	Lori Dossett				lori.dossett@montgomerycounty.in.gov
Board Attorney	DC Chadd				dchadd@tcsmlaw.com
Regional Sewer Board					
*Commissioner Appointment	Greg Morrison	4 year	1/1/2021	12/31/2024	greg@davis-morrison.com
*Council Appointment	Mark Davidson	Annual	1/1/2022	12/31/2022	Mark.Davidson@montgomerycounty.in.gov
*Commissioner Appointment	Dan Guard	Annual	1/1/2022	12/31/2022	Dan.Guard@montgomerycounty.in.gov
*Council Appointment	Jake Bohlander	Annual	1/1/2022	12/31/2022	dongm54@gmail.com
*Commissioner Appointment	Brad Monts	4 year	1/1/2021	12/31/2024	bmonts@myhhsb.com
Board Attorney	Stu Weliever	Annual			stuw@henthornlaw.com
Montgomery County Solid Waste District					
*Commissioner	Dan Guard	Annual	1/1/2022	12/31/2022	Dan.Guard@montgomerycounty.in.gov
*Commissioner	Jim Fulwider	Annual	1/1/2022	12/31/2022	jim.fulwider@montgomerycounty.in.gov
*Commissioner	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
Mayor of Crawfordsville	Todd Barton	Annual	1/1/2022	12/31/2022	tbarton@crawfordsville-in.gov
*City Council	Stan Hamilton	Annual	1/1/2022	12/31/2022	shamilton@crawfordsville-in.gov
*County Council	Don Mills	Annual	1/1/2022	12/31/2022	dmills@crawfordsville-in.gov
*Town Council Representative	Bob Cox	Annual	1/1/2022	12/31/2022	bob.cox@ruoff.com
Solid Waste Advisory Committee					
*(2) Members of solid waste industry	Sam Newlin	Annual	1/1/2022	12/31/2022	tandstransferstation@gmail.com
**Appointed by the Solid Waste Board	Jenny Veitch	Annual	1/1/2022	12/31/2022	jveatch@cville.k12.in.us
*(3) Member of environmental community and other citizens who are knowledgeable and interested in environmental issues & who are not employed directly or indirectly by the solid waste industry (3)	Jim Johnson	Annual	1/1/2022	12/31/2022	jjohnson@crawfordsville-in.gov
Property Tax Appeals Board					
*Commissioner Appointment	Kelly McCartney	Annual	1/1/2022	12/31/2022	
*Council Appointment	Melvin Vance	Annual	1/1/2022	12/31/2022	
*Commissioner Appointment	Patricia Richey	Annual	1/1/2022	12/31/2022	
Alcoholic Beverage Board					
*Commissioner Appointment	Jay Busse	Annual	1/1/2022	12/31/2022	
*Council Appointment	S David Long	Annual	1/1/2022	12/31/2022	
*Mayor Appointment		Annual			
IT Committee					
*Commissioner Appointment	Dan Guard	Annual	1/1/2022	12/31/2022	dan.guard@montgomerycounty.in.gov
*Commissioner Appointment	Ryan Needham	Annual	1/1/2022	12/31/2022	ryan.needham@montgomerycounty.in.gov
*Commissioner Appointment	Marc Bonwell	Annual	1/1/2022	12/31/2022	marc.bonwell@montgomerycounty.in.gov
*Commissioner Appointment	Judge Siamas	Annual	1/1/2022	12/31/2022	judge.siamas@montgomerycounty.in.gov
*Commissioner Appointment	Sherri Bentley	Annual	1/1/2022	12/31/2022	sherri.bentley@montgomerycounty.in.gov

2022 Commissioner Appointments

1/6/2022

*Council Appointment	Jake Bohlander	Annual	1/1/2022	12/31/2022	jake.bohlander@montgomerycounty.in.gov
*Commissioner Appointment	Jennifer Andel	Annual	1/1/2022	12/31/2022	jennifer.andel@montgomerycounty.in.gov
*Commissioner Appointment	Andria Geigle	Annual	1/1/2022	12/31/2022	andria.geigle@montgomerycounty.in.gov
	Tom Klein	Annual	1/1/2022	12/31/2022	tom.klein@montgomerycounty.in.gov
	Lori Dossett	Annual	1/1/2022	12/31/2022	lori.dossett@montgomerycounty.in.gov
Jail Facility Building Corporation					
*Commissioner Appointment	Tom McCarty - Replacing Russ Ruby	Annual	1/1/2022	12/31/2022	
*Commissioner Appointment	Marian Lindow	Annual	1/1/2022	12/31/2022	
*Commissioner Appointment	Roger Kunkel	Annual	1/1/2022	12/31/2022	
Courthouse Annex Building Corporation					
*Commissioner Appointment	Jim Johnson	Annual ?	1/1/2022	12/31/2022	jjohnson@crawfordsville-in.gov
*Commissioner Appointment	Aaron Morgan	Annual ?	1/1/2022	12/31/2022	morgansglass@sbcglobal.net
*Commissioner Appointment	Greg Morrison	Annual ?	1/1/2022	12/31/2022	greg@davis-morrison.com
Public Defender Board					
*Commissioner Appointment	Conrad Harvey	3yr	1/1/2021	12/31/2023	
*Judge Appointments	Jack Whitcotton				
*Judge Appointments	Mike Reidy				
Valley Oakes					
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
Economic Development Commission					
*Commissioner Appointment	Rusty Carter	Annual	1/1/2022	12/31/2022	rustycarter20@gmail.com
*Council Appointment	Torey Rauch	Annual	1/1/2022	12/31/2022	torey.rauch@pnc.com
*City Council Appointment	Mike Brier	Annual	1/1/2022	12/31/2022	mbrier@callcarpenter.com
C'ville Economic Development Authority					
*Commissioner Appointment	Dan Guard	Annual	1/1/2022	12/31/2022	dan.guard@montgomerycounty.in.gov
*Commissioner Appointment	John Frey	Annual	1/1/2022	12/31/2022	john.frey@montgomerycounty.in.gov
*County Council Appointment	Mark Smith	Annual	1/1/2022	12/31/2022	mark.smith@montgomerycounty.in.gov
*County Council Appointment	Jake Bohlander	Annual	1/1/2022	12/31/2022	jake.bohlander@montgomerycounty.in.gov
Mayor of Crawfordsville	Todd Barton	Annual	1/1/2022	12/31/2022	tbarton@crawfordsville-in.gov
Internal Controls Committee					
*Via Ordinance 2018-31 - Amending Internal Controls Policy	County Administrator	Annual	1/1/2022	12/31/2022	tom.klein@montgomerycounty.in.gov
	County Council Tom Mellish	Annual	1/1/2022	12/31/2022	tom.mellish@montgomerycounty.in.gov
County Office Holders	Auditor - Jennifer Andel	Annual	1/1/2022	12/31/2022	jennifer.andel@montgomerycounty.in.gov
County Office Holders	Treasurer - Heather Laffoon	Annual	1/1/2022	12/31/2022	heather.laffoon@montgomerycounty.in.gov
County Office Holders	Recorder - Jennifer Bentley	Annual	1/1/2022	12/31/2022	jennifer.bentley@montgomerycounty.in.gov
County Office Holders	Clerk - Karyn Douglas	Annual	1/1/2022	12/31/2022	karyn.douglas@montgomerycounty.in.gov
County Office Holders	Health Dept Director - Amber Reed	Annual	1/1/2022	12/31/2022	amber.reed@montgomerycounty.in.gov
County Office Holders	Building Commissioner - Marc Bonwell	Annual	1/1/2022	12/31/2022	marc.bonwell@montgomerycounty.in.gov

2022 Commissioner Appointments

1/6/2022

County Office Holders	Sheriff - Ryan Needham	Annual	1/1/2022	12/31/2022	ryan.needham@montgomerycounty.in.gov
County Office Holders	Chief Probation Officer - Andria Geigle	Annual	1/1/2022	12/31/2022	andria.geigle@montgomerycounty.in.gov
	County Attorney - Dan Taylor	Annual	1/1/2022	12/31/2022	dtaylor@tcmclaw.com
ERPS COMMITTEE					
Commissioner	Dan Guard	Annual	1/1/2022	12/31/2022	dan.guard@montgomerycounty.in.gov
Council	Tom Mellish	Annual	1/1/2022	12/31/2022	tom.mellish@montgomerycounty.in.gov
Council	David Hunt	Annual	1/1/2022	12/31/2022	david.hunt@montgomerycounty.in.gov
SICK BANK COMMITTEE					
*Appointed by Commissioners	Marc Bonwell	Annual	1/1/2022	12/31/2022	marc.bonwell@montgomerycounty.in.gov
	Mike McCarty	Annual	1/1/2022	12/31/2022	mike.mccarty@montgomerycounty.in.gov
	Sherri Bentley	Annual	1/1/2022	12/31/2022	sherri.bentley@montgomerycounty.in.gov
SECURITY COMMITTEE					
*Appointed by Commissioners	Sheriff Ryan Needham	Annual	1/1/2022	12/31/2022	ryan.needham@montgomerycounty.in.gov
	Building Administrator Marc Bonwell	Annual	1/1/2022	12/31/2022	marc.bonwell@montgomerycounty.in.gov
	Circuit Court Judge Siamas	Annual	1/1/2022	12/31/2022	judge.siamas@montgomerycounty.in.gov
	EMA Director Shari Harrington	Annual	1/1/2022	12/31/2022	shari.harrington@montgomerycounty.in.gov
	Council Member Mark Smith	Annual	1/1/2022	12/31/2022	mark.smith@montgomerycounty.in.gov
RISK MANAGEMENT COMMITTEE					
*Appointed by Commissioners	Auditor Jennifer Andel	Annual	1/1/2022	12/31/2022	jennifer.andel@montgomerycounty.in.gov
	Sheriff Ryan Needham	Annual	1/1/2022	12/31/2022	ryan.needham@montgomerycounty.in.gov
	Highway Director Jake Lough	Annual	1/1/2022	12/31/2022	jake.lough@montgomerycounty.in.gov
	Commissioner Dan Guard	Annual	1/1/2022	12/31/2022	dan.guard@montgomerycounty.in.gov
	Robb Williamson - JT Ins.	Annual	1/1/2022	12/31/2022	robb@jt-ins.com
	Council Member Mark Davidson	Annual	1/1/2022	12/31/2022	mark.davidson@montgomerycounty.in.gov
HIPPA COMMITTEE					
*Appointed by Commissioners	Auditor Jennifer Andel	Annual	1/1/2022	12/31/2022	jennifer.andel@montgomerycounty.in.gov
	Clerk Karyn Douglas	Annual	1/1/2022	12/31/2022	karyn.douglas@montgomerycounty.in.gov
	CCC Director Sherri Henry	Annual	1/1/2022	12/31/2022	sherri.henry@montgomerycounty.in.gov
	County Admin Tom Klein	Annual	1/1/2022	12/31/2022	tom.klein@montgomerycounty.in.gov
	Health Admin Amber Reed	Annual	1/1/2022	12/31/2022	amber.reed@montgomerycounty.in.gov
JRAC (Justice Reinvestment Council)					
*Commissioner Appointment	Chief Probation Officer Andria Geigle	STAFF			andria.geigle@montgomerycounty.in.gov
HEA 1068 passed 7/1/21	Commissioner John Frey	Annual	4/26/2021		john.frey@montgomerycounty.in.gov
	Chif Public Defender Bryan Donaldson				bryan.donaldson@montgomerycounty.in.gov
	Prosecutor Joe Buser				joe.buser@montgomerycounty.in.gov
	Sheriff Ryan Needham				ryan.needham@montgomerycounty.in.gov
	WCRC Director Danielle Snider				dsnider@wcrcc.net
	Councilman Tom Mellish				tom.mellish@montgomerycounty.in.gov
	Judge Heather Barajas				judge.barajas@montgomerycounty.in.gov
	Judge Daniel Petrie				judge.petrie@montgomerycounty.in.gov
	Cummins BH Mellissa Bush				mbush@cumminsbs.org
	Jail Commander Travis King				travis.king@montgomerycounty.in.gov
	Juvenile Probation Officer Racheal Oldham				racheal.oldham@montgomerycounty.in.gov
	Assnt Chief Probation Officer Mark Bickel				mark.bickel@montgomerycounty.in.gov
	Assnt Jail Commander Christian Brown				christian.brown@montgomerycounty.in.gov

USI On-Call Contract - Constitution Row

Monday, January 03, 2022 1:31 PM

ON-CALL PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 202 , by and between, **MONTGOMERY COUNTY** acting through its **BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "LOCAL PUBLIC AGENCY" or "LPA", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for professional engineering, surveying, right-of-way, construction observation services on an on-call basis.

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

SECTION I: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A" attached to this Agreement, and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice-to-Proceed on all or part of the work included in this Agreement subject to available funding.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
- B. Certifies that the CONSULTANT does not knowingly employ unauthorized aliens.

3. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY or

any person or entity that acquires or obtains the plans and specifications from or through the LOCAL PUBLIC AGENCY without written authorization of the CONSULTANT.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Duty to Defend shall not apply to Professional Liability Claims

8. Status of Claim

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings,

specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.

- B. Neither the LOCAL PUBLIC AGENCY'S review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's own negligence.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the

CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

- | | | |
|----|----------------------------------|---|
| A. | Workers' Compensation Insurance: | Employer's Liability:
\$1,000,000 each accident
\$1,000,000 Disease - Each employee
\$1,000,000 Disease - Policy Limit |
| B. | General Liability Insurance: | \$1,000,000 per occurrence bodily injury
or property damage
\$300,000 Damage to Rented Property
(each occurrence)
\$5,000 Medical Expense per person
\$2,000,000 Annual aggregate
\$1,000,000 Personal & Adv. Injury
\$2,000,000 Products- Comp/OP/Agg |
| C. | Automobile Liability | \$1,000,000 Combined Single Limit |
| D. | Professional Liability | \$5,000,000 each claim
\$5,000,000 annual aggregate |

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to be best of its knowledge, information and belief, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation

shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

LPA CONTACT INFO:

James Peck, P.E. County Engineer
110 W South Blvd.
Crawfordsville, IN 47933
765-361-4132
James.Peck@montgomerycounty.in.gov

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

12. **Progress Reports**

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report should be submitted with each invoice.

13. **Delays and Extensions**

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

14. **Abandonment and Termination**

Both the CONSULTANT and LOCAL PUBLIC AGENCY shall maintain the right to terminate or suspend this proposal upon 30 days after written notice. If either party elects to exercise their right to terminate this proposal and abandon the services herein mentioned, the CONSULTANT shall deliver to LOCAL PUBLIC AGENCY all final data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY in exchange for final payment. The earned value of the work performed shall be based upon the engineer's estimate of the total time rendered by the CONSULTANT to the date of the abandonment. The payment, as made to the CONSULTANT, shall be paid as the final payment in full settlement for his services hereunder.

15. **Non-Discrimination**

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter

directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

16. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees of such other party, as the cause may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

17. Iran Certification

CONSULTANT hereby certifies, in accordance with I.C. 5-22-16.5 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

18. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ("other immigration laws") and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract. The CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the LOCAL PUBLIC AGENCY as a result of the CONSULTANT's failure to comply with IRCA or other immigration law. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

19. OFAC Compliance

The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of the CONSULTANT or any individual in a management position with CONSULTANT is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. The LOCAL PUBLIC AGENCY shall promptly notify CONSULTANT, which shall have three (3) days in which to provide to the LOCAL PUBLIC AGENCY clear and convincing evidence that (a) neither CONSULTANT nor any individual in a management position with CONSULTANT is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits the LOCAL PUBLIC AGENCY to do business with CONSULTANT. Should CONSULTANT fail to do so, then the LOCAL PUBLIC AGENCY shall terminate this Agreement for cause without further notice or grace period.

CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement

20. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

21. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

James Peck, P.E. County Engineer
110 W South Blvd.
Crawfordsville, IN 47933
765-361-4132
James.Peck@montgomerycounty.in.gov

CONSULTANT:

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
Phone: (317) 544-4996


22. Indemnification

CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of CONSULTANT. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

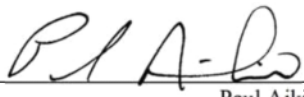
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
USI CONSULTANTS, INC.

LOCAL PUBLIC AGENCY
MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

BY: 
Philip D. Beer II, PE, PS, FACEC
President

BY: _____
John E. Frey, President

BY: 
Paul Aikins, PE, PS
Vice President

BY: _____
Jim Fulwider, Vice President

DATE: _____

BY: _____
Dan Guard, Member

ATTEST: _____
Jennifer Andel, Co. Auditor

Date: _____

APPENDIX "A"

SERVICES BY CONSULTANT:

1. BASIC SERVICES

CONSULTANT will provide the following professional services (Basic Services) to LOCAL PUBLIC AGENCY:

- A. Engineering consultation as requested:
 - i At meetings and via telephone, or email with LOCAL PUBLIC AGENCY
 - ii At meetings and via telephone, or email with local, state, and or federal agencies and others related to LOCAL PUBLIC AGENCY interests
- B. Review of correspondence and documentation received by LOCAL PUBLIC AGENCY and reporting of recommendations
- C. Prepare correspondence and completion of reporting forms and applications by LOCAL PUBLIC AGENCY
- D. Technical and Professional Assistance to the LOCAL PUBLIC AGENCY'S Highway/Street Department as necessary
- E. Engineering services for projects of a pre-determined size, as well as critical project needs
- F. Land Surveying services as required by LOCAL PUBLIC AGENCY
- G. Construction Inspection services as required by LOCAL PUBLIC AGENCY
- H. Right-of-way Engineering services as required by LOCAL PUBLIC AGENCY
- I. Attend all pertinent meetings when deemed necessary by LOCAL PUBLIC AGENCY
- J. Any other assignments as directed by the LOCAL PUBLIC AGENCY

2. PROJECT SPECIFIC ASSIGNMENT

For a specific project deemed, by the CONSULTANT and agreed to by LOCAL PUBLIC AGENCY, of size and complexity that would exclude them from the criteria describe above, the CONSULTANT will prepare an Authorization to Proceed form, with the project scope of services, a not-to-exceed or lump sum fee, and estimated schedule, for execution by the LOCAL PUBLIC AGENCY. A blank Authorization to Proceed form is located in Appendix "E".

Remainder of this page left blank intentionally.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

LOCAL PUBLIC AGENCY shall assist the CONSULTANT as follows:

1. Furnish to CONSULTANT all existing information and other available data pertinent to each project assignment, and furnish to ENGINEER services of others required for the performance of CONSULTANT'S professional services herein described.
2. The CONSULTANT shall be entitled to use and rely upon all such information and services provided by LOCAL PUBLIC AGENCY or others in performing CONSULTANT'S services under this proposal.
3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

Remainder of this page left blank intentionally.

APPENDIX "C"

SCHEDULE/NOTICE TO PROCEED:

1. The CONSULTANT shall begin work immediately based upon the following procedure:
 - A. For services under Section 1 of Appendix A, the LOCAL PUBLIC AGENCY shall provide the CONSULTANT via email a scope of services desired and a proposed completion date for the services. The CONSULTANT shall confirm their understanding of the scope and that the completion date desired is achievable via reply email, or propose a new completion date if necessary.
 - B. For services rendered under Section 2 of Appendix A, the CONSULTANT shall complete an "Authorization to Proceed" (ATP) form (a blank ATP form is located in Appendix "E"), after receipt of desired scope of services request from the LOCAL PUBLIC AGENCY. The LOCAL PUBLIC AGENCY shall then approve in writing the ATP form and return a signed (digital or original) copy to the CONSULTANT, which shall serve as the CONSULTANTS notice to proceed (NTP).
 - C. The LOCAL PUBLIC AGENCY shall designate those individuals, agencies, or commissions who may authorize work on behalf of the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will address unscheduled issues within 48 hours of the request.
3. The CONSULTANT shall assign appropriate personnel to a particular assignment in accordance with the need and urgency of the request.

Remainder of this page left blank intentionally.

APPENDIX "D"

COMPENSATION:

1. Method of Payment for Services of CONSULTANT.
 - A. **Basic Services:** LOCAL PUBLIC AGENCY shall pay CONSULTANT for all Basic Services rendered under Appendix "A" 1. BASIC SERVICES on an hourly and direct expense basis in accordance with the USI Billable Hourly Rates Per Classification and direct expense rates listed below.
 - B. **Project Specific Assignment:** LOCAL PUBLIC AGENCY shall pay CONSULTANT for the services rendered under Appendix "A" 2. PROJECT SPECIFIC ASSIGNMENT on an hourly and direct expense basis, or in a lump sum fee, whichever is proposed and agreed to in accordance with the approved ATP form. All hourly not to exceed assignments will be paid for in accordance with the USI Billable Hourly Rates Per Classification and direct expense rates listed below and not exceeding the fee authorized in the executed Authorization to Proceed form. Lump Sum assignments will not show individual timesheet entries, but shall be billed monthly based on the estimated percentage of the lump sum assignment completed the prior month.
 - C. The hourly billable rates are listed below under Section 4. They shall be updated annually to reflect the CONSULTANT'S current billable hourly rates, which become effective on July 1st of each year.
2. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered, including a description of the services rendered. LOCAL PUBLIC AGENCY shall make prompt monthly payments in response to CONSULTANT'S invoices.
3. The CONSULTANT shall submit invoices to:

Heather Laffoon, Treasurer
LPA Contact Name

treasurer@montgomerycounty.in.gov
LPA Contact Email
4. The CONSULTANT shall be paid per the USI Billable Hourly Rates Per Classification and direct expense rates listed below unless otherwise specified in the project specific assignment authorization to proceed form.

2021 – 2022 USI Billable Hourly Rates Per Classification

Effective: July 1, 2021

CLASSIFICATION		BILLABLE HOURLY RATE
1	Business Development	\$ 252.00
2	CADD Technician	\$ 78.00
3	Clerical	\$ 100.00
4	Construction Project Manager I	\$ 94.00
5	Construction Project Manager II	\$ 126.00
6	Construction Project Manager III	\$ 150.00
7	Construction Project Manager IV	\$ 171.00
8	Construction Project Manager V - Dept Manager	\$ 200.00
9	Designer/Detailer I	\$ 172.00
10	Designer/Detailer II	\$ 190.00
11	Drone Operator	\$ 124.00
12	Engineer Intern	\$ 120.00
13	Engineer I - Project Engineer/Non-PE PM	\$ 140.00
14	Engineer II - Project Manager	\$ 162.00
15	Engineer III - Senior Project Engineer	\$ 190.00
16	Engineer IV - Senior Project Manager	\$ 206.00
17	Engineer V - Department Manager	\$ 251.00
18	Engineer VI - Principal Engineer*	\$ 260.00
19	Environmental Specialist	\$ 100.00
20	Intern	\$ 75.00
21	Project Coordinator	\$ 145.00
22	Right of Way I - ROW Technician	\$ 85.00
23	Right of Way II - Project Manager/Buying Agent	\$ 123.00
24	Right of Way III - Senior Project Manager	\$ 156.00
25	Surveyor I - Survey Technician I	\$ 85.00
26	Surveyor II - Survey Technician II	\$ 93.00
27	Surveyor III - Party Chief I	\$ 116.00
28	Surveyor IV - Party Chief II	\$ 146.00
29	Surveyor V - Project Surveyor	\$ 161.00
30	Surveyor VI - Construction Survey Manager	\$ 191.00
31	Surveyor VII - Design Survey Manager	\$ 229.00
32	Utility Coordinator I	\$ 80.00
33	Utility Coordinator II	\$ 176.00

NOTES:

1. The base rate shown will be multiplied by a factor of 1.5 for overtime rates (over 8 hrs. per day).
2. Same rates will apply for travel time.
3. Motel expenses will be reimbursed at the rate charged to USI Consultants, Inc.
4. Per Diem expense will be \$30.00 per night per individual.
5. Mileage Rates will be the Federal Mileage Rate (\$0.56 in 2021), [Standard Mileage Rates | Internal Revenue Service \(irs.gov\)](#)
6. Unmanned Aircraft System (UAS/Drone) Rate will be \$200.00 per hour in 2021 and \$225.00 per hour in 2022.

APPENDIX "E"

AUTHORIZATION TO PROCEED FORM

MONTGOMERY COUNTY ON-CALL ASSIGNMENT

DATE: _____

NAME OF PROJECT: _____

LOCATION OF PROJECT: _____

PROJECT DESCRIPTION: _____

PROJECT SCHEDULE: _____

PROJECT FEE: _____

FEE TYPE (LUMP SUM OR NTE)_____

PROJECT SCOPE: _____

Authorized by: _____

MONTGOMERY COUNTY OFFICIAL NAME (SIGNATURE): _____

MONTGOMERY COUNTY OFFICIAL NAME (PRINTED): _____

TITLE: _____

Date Sent to ENGINEER (USI Consultants, Inc.): _____

RQAW Contract: Road Design

Wednesday, January 5, 2022 5:49 PM

RQAW is being hired to develop a preliminary design and cost estimate for the extension of Purple Heart Parkway from US 231 to Ladoga Road.

Payment for the contract will be from the CCD fund.

Accepting/Rejecting Quotes for Culvert Installation

Wednesday, January 5, 2022 5:49 PM

Montgomery County Engineer recommendation of culvert quotes.

The Montgomery County Commissioners solicited a lump sum quote to remove an existing culvert and install pre-purchased culvert components located on CR 700 N between US 231 and CR 100 E. The Montgomery County Engineer solicited quotes from 5 contractors for the culvert project. On December 13th the Commissioners opened a quote from Conexco as being the only contractor submitting a quote. The quote was in the amount of \$277,000. The Montgomery County Engineer recommends the Commissioners approve this quote. The Montgomery County Highway Director will use this project as a training exercise for the culvert crew in order to self-perform similar type of projects.

The Montgomery County Commissioners solicited a lump sum quote to remove an existing culvert and install pre-purchased culvert components located on CR 950 S between CR 750 W and CR 625 W. The Montgomery County Engineer solicited quotes from 5 contractors for the culvert project. On December 13th the Commissioners opened a quote from Conexco as being the only contractor submitting a quote. The quote was in the amount of \$286,000. The Montgomery County Engineer recommends the Commissioners reject this quote. The Montgomery County Highway Department will self-perform the installation of this culvert sometime in the future.