Monday, June 27, 2022

10:23 AM

#### **AGENDA**

# MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING MONDAY, JULY 11, 2022 8 AM

1580 Constitution Row - Room E109 Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

**Consent Agenda** 

Approval of Claims: June 27, 2022 to July 11, 2022

Accounts Payable: \$2,439,656.97 Payroll 7/1 Claims: \$409,154.18

Guaranteed Energy Savings Contract - FINAL REPORT

#### **Old Business**

Ordinance 2022-23: Adopting a Text Amendment to the Zoning Ordinance Regarding Solar Farm Standards and Setbacks

# **New Business**

2022 Cyclical Reassessment Appraisal Bid Award
Open Landfill Bids
Purple Heart Parkway Extension Project
MOU between Montgomery County Commissioners & City of Crawfordsville
RQAW Corporation Design Agreement
Lochmueller Construction/Inspection

**Ordinances** 

Resolution

**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.

# Agenda Memo

Monday, June 27, 2022 10:24 AM

#### **AGENDA MEMO**

# MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING MONDAY, JULY 11, 2022 8 AM

1580 Constitution Row - Room E109 Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

# **Consent Agenda**

Approval of Claims: June 27, 2022 to July 11, 2022

Accounts Payable: \$2,439,656.97 Payroll 7/1 Claims: \$409,154.18

Approval of Meeting Minutes: June 27, 2022

Guaranteed Energy Savings Contract - FINAL REPORT - Montgomery County entered into an Energy

Savings Contract with Ameresco for the replacement of the HVAC System at the County

Courthouse. The agreement was for a period of 10 years and it expired on 6/1/22. This is the final

report to be approved by the Commissioners.

#### **Old Business**

Ordinance 2022-23: Adopting a Text Amendment to the Zoning Ordinance Regarding Solar Farm Standards and Setbacks - *Commissioners tabled the matter for further discussion and to gather further information with a 2-1 vote.* 

#### **New Business**

2022 Cyclical Reassessment Appraisal Bid Award The one bids received was opened on June 25, 2022 for Professional Appraiser or Appraisal Firm to provide Appraisal Services for the 2022 Cyclical Reassessment for all properties involving commercial and industrial parcels in Montgomery County. Assessor Bentley has reviewed the bid received and will make a recommendation to approve or reject the bid.

# Open Landfill Bids -

Open Landfill Bids for Project: Move dirt stored at Random House to landfill to fill in low areas as identified in the plans developed by Butler Fairman & Seifert. Reestablish a ditch to convey water to a retention area. The City of Crawfordsville and the County will share the project costs is a 50/50. Parties agree the right to reject any and all bids.

# Purple Heart Parkway Extension Project

Project with City of Crawfordsville & Montgomery County for the extension of Purple Heart Parkway from SR231 to Ladoga Road.

MOU between Montgomery County Commissioners & City of Crawfordsville -

A Memorandum of Understanding with the City of Crawfordsville for the extension of Purple Heart Parkway from 231 to Ladoga Road. Agreement provides that the County will pay for 59% of the costs of design, right of way and construction and the City will pay 41% of these costs. The percentage share was determined by the amount of the extension that is not within City limits (4,000 feet) and the amount that will be within City limits (2,700 feet). The agreement includes a formula for the amount to be paid from the City to the County upon annexation of a portion of the new road that is not within City limits. It also has a timeline to bid the project by December 12, 2023 and allows either party to separately bid their portion if the timeline is not met.

# **RQAW Corporation Design Agreement -**

RQAW engineering agreement for the extension of Purple Heart Parkway from 231 to Ladoga Road. Through an agreement with the City of Crawfordsville and County will pay for 59% of the costs of design, right of way and construction engineering costs and the City will pay 41% of these costs.

Fees are:

Roadway Plans & Documents (RQAW) \$ 203,000
Construction Stormwater General Permit (RQAW) \$ 7,000
Hydraulic Design (RQAW) \$ 37,000
Geotechnical Investigation (Patriot Engineering) \$ 9,200
Pavement Design (Patriot Engineering) \$ 5,000
Environmental Permitting (RQAW) \$ 18,300
Traffic Analysis (EMCS Inc.) \$ 3,500
Construction Phase Services (RQAW) \$ 10,000 (hourly)
TOTAL FEE \$ 293,000

# Lochmueller Construction/Inspection -

Lochmueller will provide coordination, oversight and management of all infrastructure improvements (roadway & utility) within the Purple Heart Parkway Extension from US 231 to Ladoga Road. Through an agreement with the City of Crawfordsville and County will pay for 59% of the costs of design, right of way and construction engineering costs and the City will pay 41% of these costs.

Fees are:

Corridor & Program Management - \$130,900 Utility Coordination (Design Phase) Lump sum - \$18,000 Right-of-Way Engineering - Not-to-exceed - \$37,000 Land Acquisition/Right-of-Way - Not-to-exceed - \$76,000 Total fee not-to-exceed \$261,900

Tran Type	Effective Date	Entry Date	Tran Date	Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc Ac	ct &	oc I	Loc Desc	Amount Comment	
Claim	7/11/2022	6/17/2022	7/11/2022	542193 IN	001	ACH	A E Boyce Company INC	1000	General 24	201 0	001	Clerk of Circuit	507.72 Child Sup cho	cks
Claim	7/11/2022	6/17/2022	7/11/2022	2456	001	ACH	Abbett Controls	1000	General 30	083 0	380	Jail	600.00 Actuator	
□aim	7/11/2022	6/27/2022	7/11/2022	109357	001	ACH	Accurate Laser Systems Inc	1176	Motor Vehicle Highway 33-	450 0	529	County Highway	215.00	
Claim	6/24/2022	6/23/2022	6/24/2022	114967	001	220698	Advanced Correctional Healthca	1000	General 30	118 0	380	Jail	18543.42 Feb-Nov2021	
Claim	6/24/2022	6/23/2022	6/24/2022	118056	001	220698	Advanced Correctional Healthca	1000	General 30	118 0	380	Jail	37.86 Apr 22 Pharm	nacy
Claim	7/8/2022	6/30/2022	7/8/2022	119489	001	ACH	Advanced Correctional Healthca	1000	General 30	118 0	380	Jail	66.40 May 2022	
Claim	6/24/2022	6/23/2022	6/24/2022	87235	001	034535	AM	1000	General 33	500 0	320	County Commissioners	200.00 2022 IMMA	
Claim	7/11/2022	6/28/2022	7/11/2022	1JHN-7RYG-7W93	001	ACH	Amazon Capital Services Inc	1216	Auditors Ineligible Deductions 24	201 0		County Auditor	207.44 Misc supplies	
Claim	7/11/2022	6/28/2022	7/11/2022	1NY4-HQPW-3JLW		ACH	Amazon Capital Services Inc	1000	General 24	201 0		County Treasurer	156.98 Window film/	Appl
Claim	6/22/2022	6/22/2022	6/22/2022	775652		034534	American Fam Life Assurance	5100		-		No Department	2797.50 June 2022	
Claim	7/11/2022	6/28/2022	7/11/2022	1724236	001	ACH	American Stamp & Marking Produ	1181	Plet Book 24	-	$\rightarrow$	County Auditor	88.50 Rplomnt ink p	naris
Claim	6/21/2022	6/21/2022		AWL credit for 45 dogs @ 0.75/dog		034531	Animal Welfare League	4930	Treasurer Dog Tax 05	144 0		County Treasurer	33.75 Spring 2022	
Claim	6/24/2022	6/23/2022	6/24/2022	22556		034536	Arab	1000	General 30			Jail	270.00 June 22	
Claim	7/1/2022	6/30/2022	7/1/2022	22681		034619	Arab	1000	General 30			Building Maintenance	66.00 Acct # 2342	
Claim	7/11/2022	6/27/2022		22591		ACH	Arab		Motor Vehicle Highway 23			County Highway	88.00 Highway 2nd	e Est
Claim	7/11/2022	6/27/2022		8013284822		ACH	Asphalt Materials Inc	1173	MVH Restricted Fund 200			County Highway	43074.28 Bituminous	
Claim	7/11/2022	6/30/2022		8013284822		ACH	Asphalt Materials Inc					County Highway	4265.41 Bituminous	
Claim	7/11/2022	6/30/2022		8013284822 8013284994		ACH	Asphalt Materials Inc	1169				County Highway County Highway	4263.41 Bituminous	
Claim	7/11/2022	6/30/2022		8013284994 8013284999		ACH	Asphalt Materials Inc Asphalt Materials Inc	1105				County Highway  County Highway	32130.88 Bituminous 15910.90 Bituminous	
Claim				8013284999			Asphalt Materials Inc	1169	EDUST TODAY TELO STOCK				15510.50 \$10110.005	
Ç. 10	7/11/2022	6/30/2022	13 Topics			ACH						County Highway	46548.05 Bituminous	
Claim	7/11/2022	6/30/2022		8013284348 less the credit invoice 8013284376		ACH	Asphalt Materials Inc					County Highway	34368.92 Bituminous	
Claim	7/1/2022	6/30/2022	7/1/2022	AMER-22-202205-20-0197-RA1		034620	AT & T	1176				County Highway	4386.08 5809 E 300 N	
Claim	6/21/2022	6/21/2022		849732398		ACH	At & T Long Distance	1000	00.00			County Commissioners	40.92	
□aim	6/28/2022	6/28/2022	5/23/2022	287283197949	002	ACH	At & T Mobility	1000				Election Expense	146.20 WIFI elections	6
Claim	6/30/2022	6/30/2022	6/30/2022	287283435349	002	ACH	At & T Mobility	1170				County Sheriff	4490.12 Aircards	
Claim	7/11/2022	6/27/2022	7/11/2022	INU5079497		ACH	Axon Enterprise Inc	1170				County Sheriff	523.44 Taser Batterie	es
Claim	7/11/2022	6/27/2022	7/11/2022	0069077-IN	_	ACH	8 & L Engineering	1176				County Highway	7570.00 Hitch repair	
Claim	7/1/2022	6/30/2022	7/1/2022	BR022390		034621	8 & R Fire Protection, Inc	1000		083 0	380		44.00 Recharge/ster	575
Claim	7/11/2022	6/27/2022	7/11/2022	1236		ACH	88B Auto and Transmission	1170	LIT Public Safety-Cnty Share 30	100 0	005	County Sheriff	52.63 A/C Repair	
Claim	7/1/2022	6/30/2022	7/1/2022	20220940		034622	Banning Engineering				306	Engineering	542.50 Through 0522	2
□aim	7/11/2022	6/28/2022		20220920		ACH	Banning Engineering	2700				County Surveyor	1495.00 Shelley#706	
Claim	6/20/2022	6/20/2022	6/20/2022	LSMONTJAILRE3	001	220693	BNY Melion	4921	County Jail L/R Bond 47	310 0	068	County Commissioners	634000.00 (ALL BOND PY	YMT
Claim	7/11/2022	6/17/2022	7/11/2022	INV1774902	001	ACH	Bob Barker Co Inc.	1000	General 20	007 0	380	Jail	101.70 Briefs	
Claim	7/11/2022	6/24/2022	7/11/2022	INV1779420	001	ACH	Bob Barker Co Inc.	1000	General 20	007 0	380	Jail	421.88 Razony/Blanks	iets
Claim	7/11/2022	6/28/2022	7/11/2022	152904	001	ACH	Booth Machinery Sales Inc	1176	Motor Vehicle Highway 33	450 0	529	County Highway	2008.81 Kubota	
Claim	7/11/2022	6/28/2022	7/11/2022	153019	001	ACH	Booth Machinery Sales Inc	1176	Motor Vehicle Highway 23	523 0	529	County Highway	91.30 Parts	
Claim	7/11/2022	6/24/2022	7/11/2022	052322-062322	001	ACH	Brian Broecker	1000	General 30	057 0	201	Superior Court #1	2500.00 Law Clerk	
Claim	6/24/2022	6/23/2022	6/24/2022	123774	001	220699	Cardinal Leasing Inc	4900	Central Comms Center 30	050 0	303	Communications Dept (Rad	65.02 Copier Overag	100
Claim	7/1/2022	6/30/2022	7/1/2022	123767	001	220739	Cardinal Leasing Inc	1000	General 30	016 0	202	Superior Court #2	67.02 Copier Lease	
Claim	6/20/2022	6/20/2022	3/28/2022	03022022	001	033708	Center For Educaton & Employme	1170	LIT Public Safety-Cnty Share 32	100 0	005	County Sheriff	+159.00 Void Docket C	Chk
Claim	7/8/2022	7/5/2022	7/8/2022	02-600354165-5787406 5	001	ACH	CenterPoint Energy	1000	General 30	035 0	068	County Commissioners	1150.60 052022-06212	
Caim	7/8/2022	7/5/2022	7/8/2022	02-600572804-5506129 5	001	ACH	CenterPoint Energy	1000	General 30	035 0	068	County Commissioners	105.07 051922-06212	122
Claim	7/8/2022	7/5/2022		02-600150909-5173209 4		ACH	CenterPoint Energy	1000	General 30	035 0		County Commissioners	24.32 051922-06212	
Claim	7/8/2022	7/5/2022	., .,	02-600293589-5228671 3	-	ACH	CenterPoint Energy	1176				County Highway	52.12 052022-06212	
Claim	7/11/2022	6/24/2022		042274185422526224		ACH	Central Customer Charges	1000			380		490.40 Cust#54479	
Caim	7/11/2022	6/24/2022		052274246622635343		ACH	Central Customer Charges	1000				lai	395.80 Cust454479	
Claim	7/11/2022	6/24/2022		052274309622646767		ACH	Central Customer Charges	1000				Jali	377.94 Cust#54479	
Claim	7/11/2022	6/24/2022	7/11/2022	052274382822659521		ACH	Central Customer Charges	1000			380		284.94 Cust#54479	
Claim	7/11/2022	6/24/2022	7/11/2022	1061741		ACH	Central Ind Rubber Products	1000				lai	17.34 Belts	
Claim	7/11/2022	6/24/2022	7/11/2022	1061823		ACH	Central Ind Rubber Products	1000				Jail .	1035.36 Filters	
Claim	6/24/2022	6/23/2022	6/24/2022	2036375	-	034537	Ceres Solutions Cooperative	1170		-		County Sheriff	16127.85 Sheriff Fuel	
Claim	6/24/2022	6/23/2022		8384	_	034537	Ceres Solutions Cooperative	1000				Building Maintenance	69.82 ACT2036350	
Claim	6/24/2022			8384 283060		034537	· ·	1000	General 21	_			100.00 ACCT 2036350	
	6/24/2022	6/23/2022	6/24/2022	283060			Ceres Solutions Cooperative	1000	40.00			Building Maintenance	100.00 ACCT 203635	
Den.	6/24/2022	6/23/2022	SILVINGE	284345		034537	Ceres Solutions Cooperative	_				Building Maintenance	135.02 ACCT 203639 80.94 ACCT 203639	
	of miderate		min decen				Ceres Solutions Cooperative	1000	General 21		_	Building Maintenance		
Claim	6/24/2022	6/23/2022	6/24/2022	1200		034537	Ceres Solutions Cooperative	1000				Building Maintenance	93.82 ACCT 203635	
Claim	6/24/2022	6/23/2022	6/24/2022	3424		034537	Ceres Solutions Cooperative	1000				Building Maintenance	44.94 ACCT 203635	
Claim	7/1/2022	6/30/2022	7/1/2022	2322	001	034623	Ceres Solutions Cooperative	1000	General 21	000 9	655	Emergency Response	120.63 ACCT2011260	Đ

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					_	_		_		_	_			
					Bank				Fund Desc	1.000		Loc Desc	701100111	Comment
	7/1/2022	6/30/2022	., .,	25749		034624		8125	2021 MHMP Grant 97:047			Emergency Response		May 2022
	7/11/2022	6/28/2022	7/11/2022	4122191810		ACH	Cintas Corporation Loc #366		Motor Vehicle Highway			County Highway		Uniforms
		6/28/2022	7/11/2022	4122857588		ACH	Cintas Corporation Loc #366		Motor Vehicle Highway			County Highway		Liniforms
Claim	7/8/2022	6/29/2022	7/8/2022	433140	001	ACH	Clark Dietz Inc	2600	Drain Construction/Reconst	65194	0006	County Surveyor	10723.50	M0880070
Claim	7/8/2022	6/29/2022	7/8/2022	433382	001	ACH	Clark Dietz Inc	2600	Drain Construction/Reconst	65194	0006	County Surveyor	7149.00	M0680070
Claim	7/8/2022	6/29/2022	7/8/2022	433618	001	ACH	Clark Dietz Inc	2600	Drain Construction/Reconst	65194	0006	County Surveyor	8936.25	M0880070
Claim	7/8/2022	6/29/2022	7/8/2022	433934	001	ACH	Clark Dietz Inc	2600	Drain Construction/Reconst	65194	0006	County Surveyor	17872.50	M0680070
Claim	7/8/2022	6/29/2022	7/8/2022	434108	001	ACH	Clark Dietz Inc	2600	Drain Construction/Reconst	65194	0006	County Surveyor	8936.25	M0680070
Claim	7/8/2022	6/29/2022	7/8/2022	434399	001	ACH	Clark Dietz Inc	2600	Drain Construction/Reconst	65194	0006	County Surveyor	4468.13	M0680070
□aim	7/11/2022	6/28/2022	7/11/2022	60249	001	ACH	Clark Truck Equipment Co-Inc	1176	Motor Vehicle Highway	33450	0529	County Highway	1328.00	Repairs
Claim	6/23/2022	6/23/2022	6/23/2022	72341720603736	002	ACH	Colonial Life Insurance Co	5100	0300 Payroll Clearing	00019	0000	No Department	480.54	
Claim	6/24/2022	6/23/2022	6/24/2022	8529200780169950	001	034538	Comcast	1000	General	30035	0068	County Commissioners	133.25	062122-072022
Claim	6/22/2022	6/21/2022	6/22/2022		001	034533	Comerica Bank	5100	0300 Payroll Clearing	00023	0000	No Department	2047.58	DDCIr-SHERIFF
Claim	6/22/2022	6/21/2022	6/22/2022		001	034533	Comerica Bank	5100	0300 Payroll Clearing	00023	0000	No Department	2039.44	DOCIr-SHERIFF
Claim	6/22/2022		6/22/2022		001	034533	Comerica Bank	5100	0300 Payroll Clearing			No Department	2080.43	DOCIY-SHERIFF
Claim	6/22/2022	6/21/2022	6/22/2022		001	034533	Comerica Bank	5100	0300 Payroll Clearing	00023	0000	No Department	2090.17	DOCIr-SHERIFF
	6/22/2022		6/22/2022			034533	Comerica Bank	5100	0300 Payroll Clearing	00023		No Department		DOCIr-SHERIFF
		6/21/2022	6/22/2022		_	034533	Comerica Bank	5100	0300 Payroll Clearing			No Department		DOCIr-SHERIFF
4100011	7/1/2022	6/30/2022	7/1/2022	3507092		034625	Constellation New Energy Gas D		General			County Commissioners		BG-165080
		6/30/2022	7/1/2022	3507090		034625	Constellation New Energy Gas D	1000	General	30035		County Commissioners		BG-1650B2
4-3	7/1/2022	6/30/2022	7/1/2022	1507089	001	034625	Constellation New Energy Gas D	1000	General	30035		County Commissioners		BG-165083
	7/1/2022	6/30/2022	7/1/2022	2307465		034625	Constellation New Energy Gas D	1000	General	20022		County Commissioners		BG-165084
	7/1/2022	6/30/2022	7/1/2022	1507091		034625	Constellation New Energy Gas D		Motor Vehicle Highway			County Highway		BG-165081
		6/28/2022	7/11/2022	112021MCH	001	ACH.	Coors Trim Company		Motor Vehicle Highway	23572		County Highway  County Highway	252.00	
	7/11/2022	6/28/2022	7/11/2022	825162	001	ACH	Crawfordsville Automotive Inc	1176	Motor Vehicle Highway	23523		County Highway		Parts
	7/11/2022	6/28/2022	7/11/2022			ACH	Crawfordsville Paper	1000	General			Building Maintenance		Misc supplies
	7/11/2022	6/28/2022	7/11/2022			ACH	Crawfordsville Paper	1000	General		0380			Misc supplies
	7/11/2022	.,		96615		ACH			General		0380			
	6/24/2022	6/28/2022	7/11/2022 6/24/2022	13003000		ACH 034539	Crawfordsville Paper Crawfordsville Utilities	1000	General	30035		County Commissioners		Misc supplies Courthouse
	6/24/2022	6/23/2022	6/24/2022			034539	Crawfordsville Utilities	1000	General			County Commissioners		South Blvd
	6/24/2022	6/23/2022	6/24/2022	51308000	_	034539	Crawfordsville Utilities	1000	General			County Commissioners		Binford
	7/8/2022	7/5/2022	7/8/2022	051022-060822		ACH	Crawfordsville Utilities	1000	General			County Commissioners		4 12453 00
	7/8/2022	7/5/2022	7/8/2022	051022-060822		ACH	Crawfordsville Utilities	1176	Motor Vehicle Highway	30035		County Highway		4 12433 00
	7/1/2022	6/30/2022	7/1/2022			034626	CSI - Computer Systems Inc	1160	Ident Security Protection			County Recorder		Redaction 1 yr
	7/11/2022	6/23/2022	7/11/2022			ACH			FY22 SIM Grant 93.788			Probation	310.00	
	7/11/2022	6/23/2022	7/11/2022	2006891-3		ACH		8172	FY22 SIM Grant 93.788	30180		Probation	421.40	
	7/11/2022	6/23/2022	7/11/2022	58361-1		ACH		8172	FY22 SIM Grant 93.788	30180		Probation	759.64	
		6/30/2022	7/1/2022			034627	D & D Trash Service	1000	General	30035		Emergency Response		20 Yd Roll off
	6/21/2022	6/21/2022	6/21/2022	2021PCORI		034530	Dept Of The Treasury	4700	Self Insurance	00034		County Commissioners	691.92	
	6/24/2022		6/24/2022		_	220700	Diligent Advisory Group, LLC	1000	General	_	9616			June 2022
	6/24/2022		6/24/2022	114		034540	Edge Information Technologies	4900	Central Comms Center	30128		Communications Dept (Red		May 2022 CCC
	6/24/2022		6/24/2022			034540	Edge Information Technologies	4900	Central Comms Center	30128		Communications Dept (Rad		March 2022 CCC
Claim	7/11/2022	6/28/2022	7/11/2022	22219	001	ACH	Equipment Marketing Co	1176	Motor Vehicle Highway	23523		County Highway		Slidegate
Claim	7/11/2022	6/27/2022	7/11/2022	80009	001	ACH	Etter Ford-Mercury	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	305.13	Repairs
Claim	7/11/2022	6/24/2022	7/11/2022	INCRA143384	001	ACH	Fastenal Co	1000	General	24202	0380	lail		Batteries
Caim	7/11/2022	6/16/2022	7/11/2022	107	001	ACH	First Merchants Bank	1000	General	30157	0058	County Commissioners	200.00	May June 2022
Claim	7/11/2022	6/17/2022	7/11/2022	16425	001	ACH	First Person	1000	General	30030	0068	County Commissioners	3750.00	Wage Study
Claim	7/1/2022	6/30/2022	7/1/2022	1534	001	034628	Foster Farm Drainage	2600	Drain Construction/Reconst	65168	0006	County Surveyor	6420.29	Marsh #639
Claim	7/1/2022	6/30/2022	7/1/2022	1535	001	034628	Foster Farm Drainage	2700	Drainage Maintenance	65041	0006	County Surveyor	322.75	Lane #531
Claim	7/1/2022	6/30/2022	7/1/2022	1536	001	034628	Foster Farm Drainage	2700	Drainage Maintenance	65181	0006	County Surveyor	1196.05	Miller #718
Claim	7/11/2022		7/11/2022	1539	001	ACH	Foster Farm Drainage	2700	Drainage Maintenance	65028	0006	County Surveyor	27022.95	Gobin #520
Claim	6/24/2022	6/23/2022	6/24/2022	66174	001	220701	Future Energy Solutions	1000	General	30035	0068	County Commissioners	1500.42	June 2022
Claim	6/24/2022	6/23/2022	6/24/2022	64190	001	220701	Future Energy Solutions	1000	General	30035	8200	County Commissioners	1500.42	May 2022
Claim	6/24/2022		6/24/2022	219483109	001	034541	Gordon Food Service	1000	General	20004	0380	Jail	141.02	Nonfood Items
	6/24/2022		6/24/2022	219483110		034541	Gardon Food Service	1000	General		0380		5060.77	
		6/28/2022	7/11/2022	797163980		ACH	Gordon Food Service	1000	General		0380			Bologna
	7/11/2022	6/28/2022	7/11/2022	219637137	001	ACH	Gordon Food Service	1000	General	20064	0380		5413.79	
					001	220702	Helmer Scientific, U.C.	1159	Health	30050		Health Dept	1050.00	

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					_			_		_	_			
		Entry Date				Check	Payee Name 1		Fund Desc	1 1000		Loc Desc		Comment
	6/24/2022		6/24/2022	0000362721		220702	Helmer Scientific, LLC		Health	30050		Health Dept	600.00	
	7/11/2022	6/17/2022	7/11/2022	11529		ACH	Hoosier Ink & Toner LLC	1000	General			Clerk of Circuit		Toner
						220695	Horizon Investments Inc.		Cumulative Bridge			County Highway	125260.40	
Claim	7/11/2022	6/27/2022	7/11/2022	2029-259-A0000006	001	ACH	HWC Engineering	1173	MVH Restricted Fund	30194	0529	County Highway	18129.00	
Claim	7/11/2022	6/28/2022	7/11/2022	22650	001	ACH	IACHES	1176	Motor Vehicle Highway	33500	0529	County Highway	250.00	Training
Claim	7/1/2022	6/30/2022	7/1/2022	1010-210005739339	001	034629	Indiana American Water Co.	1000	General	30035	0068	County Commissioners	50.07	South Blvd
Claim	7/8/2022	7/5/2022	7/8/2022	1010-210006232619	001	ACH	Indiana American Water Co.	1000	General	30035	8200	County Commissioners	104.89	052022-062122
Claim	7/8/2022	7/5/2022	7/8/2022	1010-210007045559	001	ACH	Indiana American Water Co.	1000	General	30035	0068	County Commissioners	59.08	052122-062122
Claim	7/8/2022	7/5/2022	7/8/2022	1010-210006105236	001	ACH	Indiana American Water Co.	1000	General	30035	8800	County Commissioners	197.23	052022-062122
□aim	6/30/2022	6/1/2022	6/1/2022		001	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	9251.83	DDCIr-COUNTY TAX
Claim	6/30/2022	6/1/2022	6/1/2022		001	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	13466.57	DDCIr-STATE TAX
Claim	6/30/2022	6/15/2022	6/15/2022		001	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	8419.84	DOCIF-COUNTY TAX
Claim	6/30/2022	6/15/2022	6/15/2022		001	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	12221.17	DOCIY-STATE TAX
Claim	6/24/2022	6/23/2022	6/24/2022	14960909	001	034542	Indiana Paging Network	1000	General	30036	8200	County Commissioners	24.06	Sheriff July22
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Indiana State Collection Unit	5100	0300 Payroll Clearing	00022	0000	No Department	396.00	DOCIY-CHILD SUP
		6/30/2022	7/1/2022	Dec-21		034630	Incliana State Police	7457	1152 Clk User Fee	50000		Clerk of Circuit		Mar-May 2022
	7/1/2022		6/29/2022			ACH	Internal Revenue Service	5100	0300 Payroll Clearing	00012		No Department		DOCI-FED TAX
		6/29/2022	6/29/2022			ACH	Internal Revenue Service	5100	0300 Payroll Clearing	00010		No Department		DDCIr-FICA-MED
	7/1/2022		6/29/2022			ACH	Internal Revenue Service	5100	0300 Payroll Clearing	00013		No Department		DDCIr-FICA-SS
	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	1189	Recorder's Records Perpet	12000		County Recorder		DDCIr-FICA-MED
4-3	7/1/2022		6/29/2022		001	ACH	Internal Revenue Service	1189	Recorder's Records Perpet	12000		County Recorder		DDCIr-FICA-SS
	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	9131	JCAP 2020-01 Grant (Women's)	12000		County Recorder County Sheriff		DDCIr-FICA-MED
	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	9131	JCAP 2020-01 Grant (Women's)	12000		County Sheriff		DDCIr-FICA-SS
						ACH		1000	General (Women's)	12000				
			6/29/2022		001		Internal Revenue Service		General	12000		County Commissioners		DDCIr-FICA-MED
	7/1/2022	6/29/2022	6/29/2022		001	ACH		1000	Statewide 911			County Commissioners		DDCIr-FICA-SS DDCIr-FICA-MED
	7/1/2022	6/29/2022	6/29/2022		001		Internal Revenue Service	1222		12005		Communications Dept (Rad		
	7/1/2022		6/29/2022		001	ACH	Internal Revenue Service	4900	Central Comms Center	12005		Communications Dept (Rad		DDCIr-FICA-MED
	7/1/2022		6/29/2022			ACH	Internal Revenue Service	1222	Statewide 911	12005		Communications Dept (Rad		DDCIr-FICA-SS
	7/1/2022		6/29/2022		001	ACH	Internal Revenue Service	4900	Central Comms Center	12005		Communications Dept (Rad		DOCIr-FICA-SS
			6/29/2022			ACH	Internal Revenue Service	1176	Motor Vehicle Highway	12000		County Highway		DDCIr-FICA-MED
	7/1/2022		6/29/2022			ACH	Internal Revenue Service	1176	Motor Vehicle Highway			County Highway		DOCI:-FICA-SS
	7/1/2022		6/29/2022			ACH	Internal Revenue Service		Health			Health Dept		DDCIr-FICA-MED
	7/1/2022	4.00	6/29/2022			ACH	Internal Revenue Service	1168	Local Health Maintenance	12000		Health Dept		DOCIr-FICA-MED
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	1206	Local Health Dep Trust Accert	12000	0610	Health Dept	15.11	DOCIr-FICA-MED
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	8300	SUPP PH WORKFORCE GRT 93.354	12000	0610	Health Dept	18.56	DOCIT-FICA-MED
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	1159	Health	12000	0610	Health Dept	674.65	DDCIY-FICA-SS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	1168	Local Health Maintenance	12000	0610	Health Dept	82.19	DDCIr-FICA-SS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	1206	Local Health Dep Trust Accret	12000	0610	Health Dept	64.61	DOCI:-FICA-SS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Internal Revenue Service	8300	SUPP PH WORKFORCE GRT 93:354	12000	0610	Health Dept	79.35	DDCIr-FICA-SS
Claim	7/11/2022	6/16/2022	7/11/2022	050122-051822	001	ACH	Johnson Co Treasurer	1000	General	30021	0068	County Commissioners	2880.00	Collins
Claim	7/11/2022	6/28/2022	7/11/2022	68807	001	ACH	Journal Review	1216	Auditors Ineligible Deductions	30600	0002	County Auditor	40.34	June Additional
Claim	7/11/2022	6/28/2022	7/11/2022	68946	001	ACH	Journal Review	2700	Drainage Maintenance	65063	0006	County Surveyor	18.68	Acct#2870
Claim	7/11/2022	6/28/2022	7/11/2022	68936	001	ACH	Journal Review	2700	Drainage Maintenance	65063	0006	County Surveyor	12:17	Acct#2870
Claim	7/11/2022	6/28/2022	7/11/2022	68945	001	ACH	Journal Review	2700	Drainage Maintenance	65032	0006	County Surveyor	18.68	Acct#2870
	7/11/2022	6/28/2022	7/11/2022	68937	001	ACH	Journal Review		Drainage Maintenance	65032		County Surveyor		Acct#2870
Caim	7/11/2022	6/27/2022	7/11/2022	AD ID68879	001	ACH	Journal Review	1224	Reassessment	22010	0006	County Assessor		Acct 4274
	7/11/2022	6/28/2022	7/11/2022	68880	-	ACH	Journal Review	_	Zoning Fee Fund	30079		Building Dept (Permits)		Acct #12701
		6/17/2022	7/11/2022	060922		ACH	K & H Associates, LLC		Health	33500		Health Dept		Team Training
	7/1/2022	6/30/2022	7/1/2022	0962152000		034631	Kone Chicago	1000	General	30074		Building Maintenance	333.86	
		6/30/2022	7/1/2022		_	034631	Kone Chicago	1000	General			Building Maintenance	333.86	
	7/11/2022	6/28/2022	7/11/2022	1000859383	_	ACH	LaborLawCenter, LLC		Motor Vehicle Highway			County Highway		Posters
		6/20/2022				ACH	Lalayette Auto Supply		LIT Public Safety-Crey Share			County Sheriff		Brake Pad set
	7/8/2022	7/5/2022	7/8/2022	Public Defender Contract	001	ACH	Law Office of Alex Robbins LLC	1000	General Control	30065		Public Defender		July 2022
-	7/8/2022		7/8/2022			ACH	Law Office of Melissa Garten	1000	00000	30065		Public Defender		July 2022
	77.07.00.00	7/5/2022		9399638768		ACH	Law Office of Meissa Garten	_	General Meter Unicide Minimum					
	7/11/2022	6/28/2022	7/11/2022					7304	Motor Vehicle Highway	23523 41515		County Highway		Supplies
		6/23/2022	7/11/2022	2022 CVC Taste of MOCO 206239	001	ACH	Lew Wallace Preservation Socie	1173	0616 Innkeepers Tax MVH Bastrictard Fund			No Department		Grant Award
	7/11/2022	6/28/2022	7/11/2022	101611		ACH	divide: I are diditi			20015		County Highway	323.14	
Claim	7/11/2022	6/28/2022	7/11/2022	206734	001	ACH	Lincoln Park Stone	1173	MVH Restricted Fund	20015	0529	County Highway	1271.31	Stone #2

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		Entry Date			Bank		Payee Name 1		Fund Desc	1.000	Loc	Loc Desc		Comment
	-5.0.11		6/24/2022	594051989		034543	MAIL, Inc.		General	30034		County Commissioners		Purdue
	6/24/2022	6/23/2022	6/24/2022	5940052722		034543	MALL, Inc.	1000	General			County Commissioners		May 2022
			6/24/2022	594051908		034543	MAIL, Inc.		General			County Commissioners		4 boxes prcl pks
Claim	7/1/2022	6/30/2022	7/1/2022	594051424	001	034632	MAIL, Inc.	1000	General	30034	8200	County Commissioners	75.00	Prd pks 3 boxes
Claim	7/1/2022	6/30/2022	7/1/2022	5940032522	001	034632	MALL, Inc.	1000	General	30034	0068	County Commissioners	3694.70	February 2022
Claim	7/1/2022	6/30/2022	7/1/2022	594051696	001	034632	MALL, Inc.	1000	General	30034	0068	County Commissioners	236.96	Purdue Est
Claim	7/1/2022	6/30/2022	7/1/2022	594051829	001	034632	MALL, Inc.	1000	General	30034	0058	County Commissioners	263.53	Purdue Ext
Claim	7/1/2022	6/30/2022	7/1/2022	594051982	001	034632	MAIL, Inc.	1000	General	30034	0068	County Commissioners	75.00	Prd Pks 3 boxes
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	McCready & Keene	5100	0300 Payroll Clearing	00023	0000	No Department	1952.85	DDCIr-SHERIFFVOL
□aim	7/1/2022	6/29/2022	6/29/2022		001	ACH	McCready & Keene	5100	0300 Payroll Clearing	00051	0000	No Department	307.14	DDCIr-CIV457%
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	McCready & Keene	5100	0300 Payroll Clearing	00030	0000	No Department	400.00	DDCIr-SHROTH
Claim	7/11/2022	6/21/2022	7/11/2022	2022F5	001	ACH	MCLA	1000	General	33500	0068	County Commissioners	1250.00	Fall 22 Program
Claim	6/30/2022	6/30/2022	6/30/2022	1707529	002	ACH	Metro Fibernet Llc	1000	General	30036	0068	County Commissioners	1883.06	Armex
Claim	6/30/2022	6/30/2022	6/30/2022	1329627	002	ACH	Metro Fibernet Lk:	1000	General	30035	0750	Soil Conservation (Soil & Wate	89.95	Soil Water
				Division 0002		034529	Metropolitan Life Insurance Co		0300 Payroll Clearing	00016		No Department		Dental/Vision
		6/20/2022	6/21/2022	Division 0002		034529	Metropolitan Life Insurance Co	5100	0300 Payroll Clearing	00040		No Department		Supp Life
O.L.		6/20/2022	6/21/2022	Division 0003		034529	Metropolitan Life Insurance Co	1000	General	12090		County Commissioners	6323.86	
		6/20/2022	6/21/2022		_	034529	Metropolitan Life Insurance Co	1000	General	12055		County Commissioners	681.02	
		6/30/2022	7/1/2022	NW-0598		220740	Miclwest ECS Lic		Motor Vehicle Highway	14055		County Highway	130.00	
		6/29/2022	7/11/2022	MF522-027	001	ACH	Midwest Forensic Services LLC	1000	General General	30054		Superior Court #1		Psych Eval
4-3	7/11/2022	6/23/2022	7/11/2022	060622-062122	001	ACH	Monica Nagele	1000	General	30001		Cnty Coop Extension Sycs		Mieage
CHAIN	13 - 11 EOLE	6/21/2022	6/21/2022	Return to County General		034532	Mont Cnty Treasurer	1201	Surplus Tax	50000		County Treasurer		Outdated Surplus
	6/28/2022	6/28/2022	6/28/2022	17T Refund - Pymt applied to Recharge		034617	Mont Cnty Treasurer	1000	General	50010		County Auditor		223-20167-50
		6/29/2022	6/29/2022	171 Refund - Pyrit applied to Recharge		034617 ACH	Mort Crity Treasurer Mort Crity Treasurer	5100	0300 Payroll Clearing	00027		No Department		DDCIr-HSA-VOL
	.,	-,,							General General	12065				
	7/1/2022	6/29/2022	6/29/2022		001	ACH ACH	Mont Cnty Treasurer	1000	Statewide 911	14033		County Commissioners		DDCIr-HSASaving
	17 7 2 2 2 2 2	4,00,000					Mont Cnty Treasurer			12065		Communications Dept (Rad		DDCIr-HSASaving
			6/29/2022			ACH	Mont Cnty Treasurer	4900	Central Comms Center	12065		Communications Dept (Rad		DDCIr-HSASaving
			6/29/2022			ACH	Mont Crity Treasurer		Motor Vehicle Highway	12065		County Highway		DDCIr-HSASaving
		6/30/2022	7/1/2022	2022-5		034633	Montgomery Co Education Founda	7301	1165 Ed Plates Fees	50000		County Auditor		Crawfordsville
		6/30/2022	7/1/2022	2022-5		034633	Montgomery Co Education Founda	7301	1165 Ed Plates Fees	50000		County Auditor		North Montgomery
	7/1/2022		6/1/2022			ACH	Montgomery Co Self-Insurance	9131	JCAP 2020-01 Grant (Women's)	12050		County Sheriff		DOCIY-GPAHEALTHC
	7/1/2022		6/15/2022			ACH	Montgomery Co Self-Insurance	9131	JCAP 2020-01 Grant (Women's)	_		County Sheriff		DDCIr-GPAHEALTHC
	7/1/2022	.,.,	6/1/2022			ACH	Montgomery Co Self-Insurance	1000	General	12050		County Commissioners		DOCIr-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/15/2022		001	ACH	Montgomery Co Self-Insurance	1000	General	12050	0068	County Commissioners	48960.54	DOCIr-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/1/2022		001	ACH	Montgomery Co Self-Insurance	1222	Statewide 911	12050	0303	Communications Dept (Rad	2688.69	DOCIT-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/1/2022		001	ACH	Mortgomery Co Self-Insurance	4900	Central Comms Center	12050	0303	Communications Dept (Rad	1340.04	DOCIY-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/15/2022		001	ACH	Montgomery Co Self-Insurance	1222	Statewide 911	12050	0303	Communications Dept (Rad	2688.69	DDCIr-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/15/2022		001	ACH	Montgomery Co Self-Insurance	4900	Central Comms Center	12050	0303	Communications Dept (Rad	1340.04	DOCIY-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/1/2022		001	ACH	Montgomery Co Self-Insurance	1176	Motor Vehicle Highway	12050	0529	County Highway	9634.90	DOCIY-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/15/2022		001	ACH	Montgomery Co Self-Insurance	1176	Motor Vehicle Highway	12050	0529	County Highway	9634.90	DOCIr-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/1/2022		001	ACH	Montgomery Co Self-Insurance	8300	SUPP PH WORKFORCE GRT 93.354	12050	0610	Health Dept		DDCIr-GPAHEALTHC
Claim	7/1/2022	7/1/2022	6/15/2022		001	ACH	Montgomery Co Self-Insurance	8300	SUPP PH WORKFORCE GRT 93.354	12050	0610	Health Dept	335.01	DDCIr-GPAHEALTHC
Claim	7/8/2022	7/5/2022	7/8/2022	Contract Services Rendered	001	ACH	Montgomery Co Youth Service Bu	1000	General	30063	0232	Circuit Court	5250.00	070122-073122
Claim	7/8/2022	7/5/2022	7/8/2022	CASA Grant Funds	001	ACH	Montgomery Co Youth Service Bu	1211	Guardian Ad Litem	50000	0232	Circuit Court	2435.32	070122-073122
Claim	7/8/2022	7/5/2022	7/8/2022	CASA Grant Funds	001	ACH	Montgomery Co Youth Service Bu	1211	Guardian Ad Litem	50000	0232	Circuit Court	2001.63	060122-063022
Caim	7/11/2022	6/22/2022	7/11/2022	06152022	001	ACH	Montgomery County Probation	4900	Central Comms Center	24201	0303	Communications Dept (Rad	5.00	Instant test
Claim	6/24/2022	6/23/2022	6/24/2022	000007	001	220703	Montgomery County Solid Waste	1000	General	30050	0506	Solid Waste	26500.00	2022 SemiAnnual
	7/5/2022		6/24/2022			220703	Montgomery County Solid Waste	1000	General	30105		County Commissioners		2022 Semi Annual
	7/5/2022		6/24/2022			220703	Montgomery County Solid Waste	1000	General	30050		Solid Waste		wrong acct.loc
	17.19.01.00		6/30/2022	06302022		034618	Multy		0300 Payroll Clearing			No Department		2nd QTR 2022
		7/1/2022	7/1/2022			ACH	Nationwide		0300 Payroll Clearing			No Department	2481.94	
		6/29/2022		2021 Pay 2022 Surplus		ACH	Paul Servies		Surplus Tax	50001		County Treasurer	972.04	
		6/28/2022	7/11/2022	820074605		ACH	Pomp's Tire Service Inc.	1173	MVH Restricted Fund	21522		County Highway		Tires/tubes/etc
				10101-310		ACH	Pomp's Tire Service Inc.		Motor Vehicle Highway			County Highway	96.00	
		6/27/2022	7/11/2022	4018		ACH	Pro Agr Inc	_	MVH Restricted Fund	20015		County Highway		Gravel #8
		6/27/2022		10.10		ACH	Pro Agr Inc		MVH Restricted Fund	20015		County Highway		Gravel #8
			., ,	****				1000		13000				
		6/23/2022	6/24/2022	BC10-20220613		034544	Proactive MSO, LLC		General			County Commissioners		May 2022
Claim	6/28/2022	6/28/2022	6/28/2022	102352GRP	001	034616	Protective Life Insurance	3100	0300 Payroll Clearing	000050	10000	No Department	19.93	

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		Entry Date		Invoice	Bank		Payee Name 1		Fund Desc	1.000	Loc	Loc Desc		Comment
	1,7 17 18 18 18 18 18 18 18 18 18 18 18 18 18		6/29/2022			ACH	Public Empls Retirement Fd		0300 Payroll Clearing	00011		No Department		DOCI:-INPRS-HWY
	7/1/2022	6/29/2022	6/29/2022			ACH	Public Empls Retirement Fd		0300 Payroll Clearing	0.00-1		No Department		DOCIr-INPRS
			6/29/2022			ACH	Public Empls Retirement Fd		0300 Payroll Clearing	00011		No Department		DOCIr-PERFVOL2
			6/29/2022			ACH	Public Empls Retirement Fd	5100	0300 Payroll Clearing	00011		No Department		DOCI-PERFVOL
			6/29/2022			ACH	Public Empls Retirement Fd	9131	JCAP 2020-01 Grant (Women's)	12020		County Sheriff		DOCIr-INPRS
		6/29/2022	6/29/2022			ACH	Public Empls Retirement Fd	1000	General	12020		County Commissioners		DOCIr-INPRS
			6/29/2022			ACH	Public Empls Retirement Fd	1222	Statewide 911	12005		Communications Dept (Rad		DOCIr-INPRS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Public Empls Retirement Fd	4900	Central Comms Center	12005	0303	Communications Dept (Rad	1579.73	DOCI:-INPRS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Public Empls Retirement Fd	1176	Motor Vehicle Highway	12020	0529	County Highway	6054.44	DDCIr-INPRS-HWY
□aim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Public Empls Retirement Fd	1159	Health	12020	0610	Health Dept	1165.92	DOCI:-INPRS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Public Empls Retirement Fd	1168	Local Health Maintenance	12020	0610	Health Dept	155.08	DDCIr-INPRS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Public Empls Retirement Fd	1206	Local Health Dep Trust Acont	12020	0610	Health Dept	121.99	DOCIT-INPRS
Claim	7/1/2022	6/29/2022	6/29/2022		001	ACH	Public Empls Retirement Fd	8300	SUPP PH WORKFORCE GRT 93.354	12020	0610	Health Dept	148.62	DDCIr-INPRS
Claim	7/11/2022	6/28/2022	7/11/2022	400117196	001	ACH	Purdue University	1000	General	44400	0011	Cnty Coop Extension Svcs	34.00	April MIFI
Claim	7/8/2022	7/1/2022	7/8/2022	895490	001	ACH	Pure Water Partners LLC	1000	General	30035	0068	County Commissioners	326.70	Water Cooler
Claim	7/8/2022	7/1/2022	7/8/2022	916993	001	ACH	Pure Water Partners U.C	1000	General	30035	0068	County Commissioners	326.70	Water Cooler
Claim	7/8/2022	7/1/2022	7/8/2022	1298051	001	ACH	Pure Water Partners LLC	1000	General	30035	0068	County Commissioners	855.00	Water Cooler
Claim	6/24/2022	6/23/2022	6/24/2022	INV4852	001	034545	Quality Correctional Care, LLC	1000	General	30118	0380	lei.	30583.33	June 2022
Claim	6/24/2022	6/23/2022	6/24/2022	Inv4850	001	034545	Quality Correctional Care, LLC	1000	General	30118	0380	lel	30583.33	July 2022
Claim	7/1/2022	6/30/2022	7/1/2022	INV5022	001	034634	Quality Correctional Care, LLC	1000	General	30118	0380	Jail	25708.33	August 2022
Claim	6/24/2022	6/23/2022	6/24/2022	25303422	001	220704	Quill Corp	1170	LIT Public Safety-Cnty Share	20400	0005	County Sheriff	270.68	Totes/pens
Claim	6/24/2022	6/23/2022	6/24/2022	25503788	001	220704	Quill Corp	1170	LIT Public Safety-Cnty Share	20400	0005	County Sheriff	109.60	Batteries
Claim	6/24/2022	6/23/2022	6/24/2022	24948762	001	220704	Quill Corp	1170	LIT Public Safety-Crity Share	20400	0005	County Sheriff	105.80	Batteries
		6/23/2022	6/24/2022	25531484	001	220704	Quill Corp	4900	Central Comms Center	24201	0303	Communications Dept (Rad	51.28	Misc Supplies
Claim	6/24/2022	6/23/2022	6/24/2022	25580231	001	220704	Quill Corp	4900	Central Comms Center	24201		Communications Dept (Rad		Misc Supplies
Claim	6/24/2022	6/23/2022	6/24/2022	25620563	001	220704	Quill Corp	4900	Central Comms Center	24201		Communications Dept (Rad		Misc Supplies
Claim		6/23/2022	6/24/2022			220704	Quill Corp	4900	Central Comms Center	24201		Communications Dept (Red		Misc Supplies
		6/23/2022	6/24/2022	25302772		220704	Quill Corp	1000	General	24202	0380		1102.43	
	6/24/2022	6/23/2022	6/24/2022	25503788		220704	Quill Corp	1000	General	24202	0380		77.98	
		6/23/2022	6/24/2022			220704	Quil Corp	1000	General	24201	0380			Labels/Bags
		6/23/2022	6/24/2022	25503788		220704	Quil Corp	1000	General	24201	0380			Misc supplies
		6/23/2022	6/24/2022	24948762		220704	Quil Corp	1000	General	24201	0380			Misc supplies
	7/1/2022	6/30/2022	7/1/2022	25621448		220741	Quill Corp	1000	General	24201		Cnty Coop Extension Svcs		Misc supplies
		6/30/2022	7/8/2022			ACH	Quill Corp		LIT Public Safety-Crity Share	24201		County Sheriff		Art5501662
		6/28/2022	7/11/2022		-	ACH	Quill Corp	1216	Auditors Ineligible Deductions	24201		County Auditor		Post Its & Paper
		6/28/2022	7/11/2022	25726465		ACH	Quill Corp	1216	Auditors Ineligible Deductions	24201		County Auditor		Doorstops
		6/27/2022	7/11/2022	25741800	_	ACH	Quill Corp	1224	Reassessment	24201	_	County Assessor	89.98	
		6/28/2022	7/11/2022		-	ACH	Quill Corp	1000	General	24201		Public Defender		Letter opener
	7/11/2022	6/28/2022	7/11/2022	25951393		ACH	Quill Corp	1000	General	24201		Public Defender		Misc supplies
		6/27/2022	7/11/2022			ACH	Ray O'Herron Co Inc		Bulletproof Vest Grant	44500		County Sheriff		BNP Vest
		6/27/2022	7/11/2022	2188069		ACH	Ray O'Herron Co Inc	_	LIT Public Safety-Cnty Share	22030	_	County Sheriff		Liniforms
		6/27/2022	7/11/2022			ACH	Ray O'Herron Co Inc	1170	LIT Public Safety-Cnty Share LIT Public Safety-Cnty Share	22030		County Sheriff County Sheriff		Vest/Uniform
								2100		-	-			
		6/20/2022	7/11/2022	2201123		ACH	Ray O'Herron Co Inc	4950	Supplemental Adult Prob Svcs	21530	_	Probation		Flex Badge Shrr
		6/23/2022	6/24/2022	01585520225		034546	Redwood Toxicology Laboratory	4950	Sheriff Work Release	30160 47380		County Sheriff		Med. screens
		6/20/2022	6/20/2022	R913202 Bi# 9132 CID1001007653		220694	Regions Bank	4899	RDC General Acct			Redevelopment	146500.00	LEASE RENTAL PMT
		6/20/2022	6/20/2022	1001002851 BIA8824 SEI PRIVATE TRICO ACR REGIONS	-	220694	Regions Benk	1000	RDC General Acct	47380	_	Redevelopment		
		6/20/2022	6/20/2022	1001002851 BI#8824 SEI PRIVATE TR CO ACR REGIONS		220694	Regions Bank	4899	RDC General Acct	47381		Redevelopment	76631.25	
			6/21/2022	BI1257700 CID 10010024953		220696	Regions Bank	4600	GOVERNMENT CENTER DEBT FUND	47380		County Commissioners		LEASE RENTAL PMT
		6/30/2022	7/1/2022	247423		034635	Reliable Exterminators, Inc	1000	General	30035		Emergency Response		Pest Critil Svce
			6/24/2022			034547	Ricoh Usa Inc	1119	Clerk's Records Perpetuation	24202		Clerk of Circuit	117.47	
		6/23/2022	6/24/2022	36711891		034547	Ricoh Usa Inc	2100	Supplemental Adult Prob Svcs	30016		Probation	168.53	
			6/24/2022			034547	Ricoh Usa Inc	1000	General	30016	9616			Auditor May 22
-		6/30/2022	7/1/2022	106218520		034636	Ricoh Usa Inc	1000	General	30800		Building Dept (Permits)		Renewal
		6/30/2022	7/1/2022	106248575		034636	Ricoh Usa Inc	1000	General	30083	0380			July 2022
	7/8/2022	7/1/2022	7/8/2022	5064901525		ACH	Ricoh Usa Inc	1000	General	30016	9616			cust3296078
	7/1/2022	7/1/2022	7/1/2022	рауго# 7/1/22		034641	Scott Brady		0300 Payroll Clearing	06000		County Highway	1567.71	
		6/28/2022	7/11/2022	26056-0001	001	ACH	SealMaster Indianapolis	1176	Motor Vehicle Highway	23523		County Highway		P50313A
Claim	6/24/2022	6/23/2022	6/24/2022	4010988467	001	034548	Stericycle, Inc.	1000	General	30118	0380	Jail	51.37	Disposal

Page 5 of 7

March   Marc	Tran Type	Effective Date	Entry Date	Tran Date	Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
Mary	Claim														
1985   1985	Claim						_								
1985   1985	Claim						220269		-						
1985   1985	Claim										_				
Mart						_									
Manual   M									-						
1985   1985							_	,							
1985   1985							_				201140				
Margin   M	Cirim								_		_				
March   Marc	Claim														
1968   1971   1972															
1982   1982									41.00						
1.00						_	_		_		_	_			
1988   1988															
1988   1988															
1988   1988   1989															
17.10.002   0.77.0020   0.77											-		AHI		
1968   1969											_	-			
March   Marc															
March   Marc		1,													Coupli-Splug
1711-1002									_		paca.		,		
1985   1985															
11   12   13   14   15   15   15   15   15   15   15	Claim								_		_				
1966   1970-2002   4-0-0002   7-17-0002   4-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002   6-0-0002   7-17-0002															
17.0000	□aim	.,	-,,							Motor Vehicle Highway					
171,002											_				
Transpare   1978   19	Claim									22.22					
Part	Claim								1000						
19th   1711/1002   40,00002   711/1002   60000996   901   614   Voltey Cols Health Frie   913   615   Control Specific   2722.0 (Cell Specific   1711/1002   1711/1002   40,00002   711/1002   40,00	Claim														
1711-1002   1711	Claim														
The First   The Principle   Control   The Principle   The Prin	Claim	7/11/2022	6/20/2022	7/11/2022	0000095	001	ACH	Valley Oaks Health Inc	9131	JCAP 2020-01 Grant (Women's)	37003	0005	County Sheriff	2722.50	ICAP Syces
2006   2007	Claim	7/11/2022	6/20/2022	7/11/2022	000096	001	ACH	Valley Oaks Health Inc	1000	General	20450	0380	Jail	2359.50	JCAP Svces
20	Claim	7/11/2022	6/28/2022	7/11/2022	526603	001	ACH	Van Ausdall & Ferrar	1176	Motor Vehicle Highway	24201	0529	County Highway	128.44	Ricoh
2006   2007	Claim	7/8/2022	7/1/2022	7/8/2022	76830182	001	ACH	Van Ausdall & Farrar Inc	1000	General	30016	0009	Prosecuting Attorney	221.44	Critrict25517834
17,000   17,000   17,000   17,000   17,000   17,000   18,00   17,000   17	Claim	7/11/2022	6/27/2022	7/11/2022	3782963-IN	001	ACH	Vance Outdoors Inc	1170	LIT Public Safety-Cnty Share	20500	0005	County Sheriff	932.40	Ammunition
1745002	Claim	6/24/2022	6/24/2022	6/24/2022	W/E 06/24/22	001	220724	Ventanex, Inc	1000	General	12060	0068	County Commissioners	59.40	
241,002	Claim	7/1/2022	7/1/2022	7/1/2022	W/E 07/01/22	001	220744	Ventanex, Inc	1176	Motor Vehicle Highway	12065	0529	County Highway	844.28	
24   17   17   18   18   18   18   18   18	Claim	7/5/2022	7/1/2022	7/5/2022	w/e 070122	001	220745	Ventanex, Inc	4700	Self Insurance	00033	8800	County Commissioners	1785.08	
2017-1002   421/2002   421/2002   417/2002	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	4975	1149 K-9 Gift Fd	24202	0005	County Sheriff	55.09	Chewy
24   17   17   18   18   18   18   18   18	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	37.99	Godaddy
2017   2018   2017   2018   2017	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Wisa	1170	LIT Public Safety-Cnty Share	20400	0005	County Sheriff	189.49	Nartec
Diam   671/082	Claim	6/21/2022	6/21/2022	6/17/2022				Visa			21961				
24   24   25   25   25   25   25   25	Oaim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1170	LIT Public Safety-Cnty Share	33500	0005	County Sheriff	139.00	Calibre Press
241-002	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1000	General	24202	0380	Jail	175.12	Central Rest Prd
11-20   11-2	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1000	General	30083	0380	lel.	44.34	Go daddy
24   17   17   18   18   18   18   18   18	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1000	General	30083	0380	Jail	248.80	TLO
2017-002   671/2002	Caim	6/21/2022	6/21/2022	6/17/2022	Receipt	200	ACH	Visa	1000	General	20003	0380	Jail	114.99	Northern Tool
20	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1000	General	24202	0380	Jail	42.47	Midwayusa
150   150	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	200	ACH	Visa	1000	General	24202	0380	Jeil	2228.00	Blck from Rubber
Table   647/1002   6	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa	1000	General	30083	0380	lel	182.95	Directy
2016   621/2022   621/2022   617/2022   61	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa Travel	1170	LIT Public Safety-Cnty Share	33500	0005	County Sheriff	150.00	INSROA
Talem 4.02.1022 47.10202 47.10202 5.0002 5.0	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa Travel	1170	LIT Public Safety-Cnty Share	33500	0005	County Sheriff	129.00	Blue Chip
25am   6/21/2002	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa Travel	1170	LIT Public Safety-Cnty Share	33500	0005	County Sheriff	52.00	Indiana online
Triem 6/24/2012 6/24/2012 6/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Cold Water Management Fund 500:0 Glob Solid Water 310:0 May 2012 18/24/2012 6/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Solid Water Management Fund 500:0 Glob Solid Water 1959:0 May 2012 18/24/2012 6/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Solid Water Management Fund 500:0 Glob Solid Water 1959:0 May 2012 18/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Wate	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa Travel	1170	LIT Public Safety-Cnty Share	33500	0005	County Sheriff	195.55	Hilton
Triem 6/24/2012 6/24/2012 6/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Cold Water Management Fund 500:0 Glob Solid Water 310:0 May 2012 18/24/2012 6/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Solid Water Management Fund 500:0 Glob Solid Water 1959:0 May 2012 18/24/2012 6/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Solid Water Management Fund 500:0 Glob Solid Water 1959:0 May 2012 18/24/2012 886/5 0.0 2.02697 W Enterprises LLC 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Water Management Fund 500:0 Glob Solid Water 4:00 Solid Wate	Claim	6/21/2022	6/21/2022	6/17/2022	Receipt	002	ACH	Visa Travel	1170	LIT Public Safety-Cnty Share	33500	0005	County Sheriff	195.55	Hilton
2aim 6/24/2022 6/24/2022 6/24/2022 9824 020 226697 W Enterprises LLC 4000 Solid Waste Management Fund 30050 0506 Solid Waste 4500.00 May City Recycle	Claim				29826										
2aim 6/24/2022 6/24/2022 6/24/2022 9824 020 226697 W Enterprises LLC 4000 Solid Waste Management Fund 30050 0506 Solid Waste 4500.00 May City Recycle	Claim								4020						
	Claim								4020		30050				
	Claim	7/11/2022	6/17/2022	7/11/2022	35431	001	ACH	Walt's Service	1170	UT Public Safety-Crity Share	30100	0005	County Sheriff	631.14	Oil choe/ac

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					_			_			_			
Tran Type	Effective Date	Entry Date	Tran Date	Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
Claim	6/24/2022	6/23/2022	6/24/2022	106195679	001	034549	Wells Fargo Financial	1000	General	30016	9616	п	104.74	Auditor
Claim	6/24/2022	6/23/2022	6/24/2022	106218102	001	034549	Wells Fargo Financial	1000	General	30016	9616	IT	85.98	05/24-06/23/22
□aim	6/24/2022	6/23/2022	6/24/2022	106130774	001	034549	Wells Fargo Financial	1000	General	30016	9616	IT	85.98	42422-052322
Claim	7/8/2022	6/30/2022	7/8/2022	106103568	001	ACH	Wells Fargo Financial	1000	General	30016	9616	п	104.74	051622-061522
Claim	7/11/2022	6/22/2022	7/11/2022	061622	001	ACH	West Central Regional Comm. Co	1000	General	30256	0201	Superior Court #1	164.50	Medley
Claim	7/11/2022	6/27/2022	7/11/2022	A07046	001	ACH	West Side Tractor Sales	1173	MVH Restricted Fund	20013	0529	County Highway	5100.00	Roller Rental
Claim	7/11/2022	6/27/2022	7/11/2022	41793	001	ACH	Wilson's Autotech	1170	LIT Public Safety-Crity Share	30100	0005	County Sheriff	232.88	Tire repair
Claim	7/11/2022	6/28/2022	7/11/2022	N/52160	001	ACH	Winter Equipment Company	1173	MVH Restricted Fund	21547	0529	County Highway	3520.90	RoadMaxx
Claim	7/11/2022	6/28/2022	7/11/2022	IN41196	001	ACH	Word Systems Inc	1000	General	24201	0505	Superior Court #2	7822.00	FTR
												TOTAL FOR PERIOD:	\$2,439,656.97	

# Claims-Payroll

Monday, June 27, 2022 10:24 AM

Distribution Report - E	mployee	Name/Budget	Account	Code
Check Date: 07/01/202	2 Normal			

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Stadler, Mia R	Pay 01	Salary	Salary	Follow the Fund	Follow the Fund	1,250.00	1159.11459.000.061 0	Salary	Salary
Northcutt, Greg A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,602.62	1000.11983.000.031 3	Salary	Salary
Clouser, Brooke E	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,008.00	1222.11730.000.030 3	Salary	Salary
Kirby, Jared R	Pay 01	Salary	Salary	Commissioners	Commissioners	279.04	1170.11021.000.000 5	Salary	Salary
Kirby, Jared R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,211.54	1170.11935.000.000 5	Salary	Salary
Berry, Caleb T	Pay 01	Salary	Salary	Commissioners	Commissioners	35.47	1170.11021.000.000 5	Salary	Salary
Berry, Caleb T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,986.54	1170.11222.000.000 5	Salary	Salary
Hines, Sarah A	Pay 01	Salary	Salary	CCC 1222	CCC 1222	362.72	1222.11021.000.030 3	Salary	Salary
Hines, Sarah A	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,341.42	1222.11303.000.030 3	Salary	Salary
Andel, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,518.27	1000.11100.000.000 2	Salary	Salary
Wiles, Courtney D	Pay 01	Salary	Salary	Statewide 911	Statewide 911	428.12	4900.11021.000.030 3	Salary	Salary
Wiles, Courtney D	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,630.69	4900.11830.000.030 3	Salary	Salary
Douglas, Karyn D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,933.81	1000.11100.000.000 1	Salary	Salary
Garing, Dylan J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11492.000.038 0	Salary	Salary
Ratcliff, Nicole L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,440.54	1000.11602.000.000 2	Salary	Salary
McCarty, Matt P	Pay 01	Salary	Salary	Commissioners	Commissioners	3,241.96	1170.11205.000.000 5	Salary	Salary
Laplaunt, Nichole E	Pay 01	Salary	Salary	Commissioners	Commissioners	2,152.50	4905.11125.000.023 5	Salary	Salary
Watson, Jacob M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,589.23	1170.11305.000.000 5	Salary	Salary
Riddle, Terry L	Pay 01	Salary	Salary	Highway	Highway	1,626.12	1176.11752.000.052 9	Salary	Salary
Payroll System				06/29/2022	1:44 PM by TWALKE				Page 1

#### Distribution Report - Employee Name/Budget Account Code Check Date: 07/01/2022 Normal

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay T	ype
Garrard, Earlene L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,865.42	1224.11503.000.000 8	Salary	Salary	
Teal, Anthony S	Pay 01	Salary	Salary	Commissioners	Commissioners	112.10	1170.11021.000.000 5	Salary	Salary	
Teal, Anthony S	Pay 01	Salary	Salary	Commissioners	Commissioners	2,510.77	1170.11936.000.000 5	Salary	Salary	
Endicott, Llndsey L	Pay 01	Salary	Salary	HD	HD	1,089.19	1206.11218.000.061 0	Salary	Salary	
Riehle, Brian A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,438.46	1170.11815.000.000 5	Salary	Salary	
Jones, Ashley N	Pay 01	Salary	Salary	Commissioners	Commissioners	1,299.42	1000.11460.000.066 0	Salary	Salary	
Melvin, Kathryn J	Pay 01	Salary	Salary	Statewide 911	Statewide 911	120.24	4900.11021.000.030 3	Salary	Salary	
Melvin, Kathryn J	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,603.12	4900.11613.000.030 3	Salary	Salary	
Dulin, Kristopher M	Pay 01	Salary	Salary	Highway	Highway	59.08	1173.11090.000.052 9	Salary	Salary	
Dulin, Kristopher M	Pay 01	Salary	Salary	Highway	Highway	1,516.30	1176.11452.000.052 9	Salary	Salary	
Donahue, Caleb A	Pay 01	Salary	Salary	Highway	Highway	393.85	1173.11090.000.052 9	Salary	Salary	
Donahue, Caleb A	Pay 01	Salary	Salary	Highway	Highway	1,181.53	1176.11007.000.052 9	Salary	Salary	
Walke, Traci C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,383.12	1000.11902.000.000 2	Salary	Salary	
Felker, Lori A	Pay 01	Salary	Salary	Commissioners	Commissioners	383.28	1000.11021.000.038 0	Salary	Salary	
Felker, Lori A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,750.00	1000.11490.000.038 0	Salary	Salary	
Klein, Thomas A	Pay 01	Salary	Salary	Commissioners	Commissioners	3,726.92	1000.11120.000.006 8	Salary	Salary	
Pearson, Layton A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,149.02	1000.11412.000.066 0	Salary	Salary	
Weimer, Inez J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,567.31	1000.11496.000.038 0	Salary	Salary	
Smith, Constance S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,293.58	1000.11930.000.038 0	Salary	Salary	
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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Cutts, Eric A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,152.50	9177.11027.000.023 5	Salary	Salary
McNulty, Alayna R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	120.24	4900.11021.000.030 3	Salary	Salary
McNulty, Alayna R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,603.12	4900.11813.000.030 3	Salary	Salary
Hechinger, Robert J	Pay 01	Salary	Salary	Commissioners	Commissioners	785.80	1170.11021.000.000 5	Salary	Salary
Hechinger, Robert J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,161.54	1170.11270.000.000 5	Salary	Salary
Kenner, Brandon L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11352.000.038 0	Salary	Salary
Fulwider, James D	Pay 01	Salary	Salary	Commissioners	Commissioners	823.08	1000.11268.000.006 8	Salary	Salary
Redmon, Ethan M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,161.54	1170.11355.000.000 5	Salary	Salary
Swank, Nisha C	Pay 01	Salary	Salary	Commissioners	Commissioners	59.40	1000.11021.000.038 0	Salary	Salary
Swank, Nisha C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,663.46	1000.11238.000.038 0	Salary	Salary
Bailey, C T	Pay 01	Salary	Salary	Commissioners	Commissioners	47.02	1000.11021.000.037 9	Salary	Salary
Bailey, C T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,567.31	1000.11039.000.037 9	Salary	Salary
Sarver, Thomas D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,775.92	1000.11160.000.066 0	Salary	Salary
Fletcher, Nathaniel G	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11298.000.038 0	Salary	Salary
Lough, Jacob N	Pay 01	Salary	Salary	Highway	Highway	2,664.65	1176.11052.000.052 9	Salary	Salary
Northcutt, Adrianne R	Pay 01	Salary	Salary	HD	HD	1,617.00	1159.11061.000.061 0	Salary	Salary
Gilliland, Patrick T	Pay 01	Salary	Salary	Commissioners	Commissioners	84.04	1000.11029.000.020 1	Salary	Salary
Gilliland, Patrick T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,100.85	1000.11225.000.023 5	Salary	Salary
Waling, Ashlee N	Pay 01	Salary	Salary	Commissioners	Commissioners	2,152.50	2100.11025.000.023 5	Salary	Salary

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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Traughber, Kathy A	Pay 01	Salary	Salary	Commissioners	Commissioners	990.00	1189.11300.000.000 4	Salary	Salary
Price, Ashtyn M	Pay 01	Salary	Salary	Commissioners	Commissioners	288.48	1000.11021.000.038 0	Salary	Salary
Price, Ashtyn M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11224.000.038 0	Salary	Salary
Boyer III, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11489.000.038 0	Salary	Salary
Allen, Michael J	Pay 01	Salary	Salary	Highway	Highway	724.48	1173.11090.000.052 9	Salary	Salary
Allen, Michael J	Pay 01	Salary	Salary	Highway	Highway	127.85	1176.11021.000.052 9	Salary	Salary
Allen, Michael J	Pay 01	Salary	Salary	Highway	Highway	1,548.40	1176.11085.000.052 9	Salary	Salary
King, Travis M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,877.88	1170.11274.000.000 5	Salary	Salary
Bowling, Michelle V	Pay 01	Salary	Salary	Commissioners	Commissioners	332.64	1170.11021.000.000 5	Salary	Salary
Bowling, Michelle V	Pay 01	Salary	Salary	Commissioners	Commissioners	1,386.04	1170.11405.000.000 5	Salary	Salary
Heggemeier, Loren W	Pay 01	Salary	Salary	Highway	Highway	619.60	1173.11090.000.052 9	Salary	Salary
Heggemeier, Loren W	Pay 01	Salary	Salary	Highway	Highway	154.90	1176.11021.000.052 9	Salary	Salary
Heggemeier, Loren W	Pay 01	Salary	Salary	Highway	Highway	1,032.67	1176.11073.000.052 9	Salary	Salary
Feltner, Barbara M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,517.54	1000.11409.000.023 5	Salary	Salary
Lesko, Kara D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,228.46	1000.11400.000.020 1	Salary	Salary
Sandusky, Kimberly H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,743.12	1000.11401.000.000 1	Salary	Salary
Clouser, Cade M	Pay 01	Salary	Salary	Statewide 911	Statewide 911	59.14	4900.11021.000.030 3	Salary	Salary
Clouser, Cade M	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,576.93	4900.11513.000.030 3	Salary	Salary
Curtis, Shelby J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,036.54	1170.11383.000.000 5	Salary	Salary
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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Rusk, Leah R	Pay 01	Salary	Salary	Commissioners	Commissioners	564.94	1000.11021.000.038 0	Salary	Salary
Rusk, Leah R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11838.000.038 0	Salary	Salary
Hedrick, Nicholas R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,157.31	1000.11209.000.027 1	Salary	Salary
Oldham, Racheal A	Pay 01	Salary	Salary	Commissioners	Commissioners	105.96	2100.11023.000.023 5	Salary	Salary
Oldham, Racheal A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,648.85	9106.11028.000.023 5	Salary	Salary
Webb, Julie A	Pay 01	Salary	Salary	HD	HD	2,038.46	1159.11660.000.061 0	Salary	Salary
Southard, Rachel A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,295.15	1000.11211.000.000 1	Salary	Salary
Hunt, David T	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Cope, Vicki R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	64.70	4900.11021.000.030 3	Salary	Salary
Cope, Vicki R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,667.73	4900.11307.000.030 3	Salary	Salary
McAnulty, Linda M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,318.35	1000.11321.000.020 1	Salary	Salary
Brady, Scott W	Pay 01	Salary	Salary	Highway	Highway	1,858.67	1173.11090.000.052 9	Salary	Salary
Brady, Scott W	Pay 01	Salary	Salary	Highway	Highway	265.52	1176.11257.000.052 9	Salary	Salary
Thomen, Austin D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,161.54	1170.11235.000.000 5	Salary	Salary
Geigle, Andria L	Pay 01	Salary	Salary	Commissioners	Commissioners	3,378.27	1000.11228.000.023 5	Salary	Salary
Geigle, Andria L	Pay 01	Salary	Salary	Commissioners	Commissioners	557.45	4905.11023.000.023 5	Salary	Salary
Deck, Samantha K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,204.38	1000.11400.000.020 2	Salary	Salary
Proctor, Kyle A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,259.54	1170.11945.000.000 5	Salary	Salary
Lowe, Nema G	Pay 01	Salary	Salary	Commissioners	Commissioners	1,750.00	1000.11370.000.038 0	Salary	Salary
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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Black, Rachel R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,267.15	1000.11321.000.020 2	Salary	Salary
Thomas, Rebekah L	Pay 01	Salary	Salary	Commissioners	Commissioners	362.87	1000.11204.000.000 1	Salary	Salary
Rowe, Zoey J	Pay 01	Part Time	Part Time	Commissioners	Commissioners	200.08	1000.11507.000.000 7	Salary	Salary
Blanton, Ronald L	Pay 01	Salary	Salary	Highway	Highway	284.11	1173.11090.000.052 9	Salary	Salary
Blanton, Ronald L	Pay 01	Salary	Salary	Highway	Highway	1,988.77	1176.11859.000.052 9	Salary	Salary
Frey, John E	Pay 01	Salary	Salary	Commissioners	Commissioners	823.08	1000.11368.000.006 8	Salary	Salary
Frey, John E	Pay 02	Board Members	Board Members	Commissioners	Commissioners	700.00	1000.11563.000.006 3	Hourly	Hourly
Thomas, Cole R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,826.92	1000.11380.000.038 0	Salary	Salary
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	255.42	1173.11090.000.052 9	Salary	Salary
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	766.26	1176.11021.000.052 9	Salary	Salary
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	1,787.96	1176.11072.000.052 9	Salary	Salary
Kinnett, Richard L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,497.19	1000.11109.000.000 9	Salary	Salary
Bentley, Sherri L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,165.54	1000.11100.000.000 8	Salary	Salary
Hughes, Jeremy A	Pay 01	Salary	Salary	Commissioners	Commissioners	128.48	1170.11021.000.000 5	Salary	Salary
Hughes, Jeremy A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,877.88	1170.11505.000.000 5	Salary	Salary
Wilson, Loudella E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,757.85	1000.11418.000.038 0	Salary	Salary
Hampton, Dave W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,332.23	1000.11132.000.031 2	Salary	Salary
Emmert, Vicki A	Pay 01	Part Time	Part Time	Commissioners	Commissioners	365.44	1000.11168.000.000 6	Hourly	Hourly
Ledbetter, Sherri A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,680.92	1000.11260.000.066 0	Salary	Salary

Salary

Part Time

Employee Name Pay Record Current Pay Group

Mitchell, Braden Pay 01

Kinnett, Patricia Pay 01

Payroll System

History Pay Type

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Salary

Hourly

Budget
Amount Account Code Current Pay Type

2,011.54 1170.11301.000.000 Salary

480.00 1000.11201.000.000 Hourly

R							1		
Parker, Conner D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11491.000.038 0	Salary	Salary
Forman, Darren D	Pay 01	Salary	Salary	Commissioners	Commissioners	764.38	1000.11100.000.000 7	Salary	Salary
Rhoads, David A	Pay 01	Board Members	Board Members	Commissioners	Commissioners	700.00	1000.11263.000.006 3	Hourly	Hourly
Ranard, Brennan D	Pay 01	Salary	Salary	Highway	Highway	639.78	1173.11090.000.052 9	Salary	Salary
Ranard, Brennan D	Pay 01	Salary	Salary	Highway	Highway	1,066.30	1176.11077.000.052 9	Salary	Salary
Hedge, Jeffery A	Pay 01	Salary	Salary	Highway	Highway	1,125.98	1173.11090.000.052 9	Salary	Salary
Hedge, Jeffery A	Pay 01	Salary	Salary	Highway	Highway	1,071.06	1176.11402.000.052 9	Salary	Salary
Mills, Don G	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Byers, Stacey L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,383.15	1000.11209.000.000 9	Salary	Salary
Cummins, Thomas E	Pay 01	Salary	Salary	Commissioners	Commissioners	2,125.31	1000.11006.000.000 6	Salary	Salary
Froedge, Jill A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,774.31	1000.11321.000.023 2	Salary	Salary
Scott, Dakota B	Pay 01	Salary	Salary	Commissioners	Commissioners	384.72	1000.11500.000.038 0	Salary	Salary
Gable, Faith T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,122.31	1000.11523.000.023 5	Salary	Salary
Church, Ericia E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,137.69	1000.11502.000.020 2	Salary	Salary
McKinsey, Brayden M	Pay 01	Salary	Salary	Commissioners	Commissioners	216.36	1000.11021.000.038 0	Salary	Salary
McKinsey, Brayden M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11580.000.038 0	Salary	Salary
Walters, Jeffrey L	Pay 01	Part Time	Part Time	Commissioners	Commissioners	595.00	4950.11055.000.000 5	Hourly	Hourly

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Current Benefit History Benefit

Commissioners Commissioners

Commissioners Commissioners

Group

History Pay Group Group

Salary

Part Time

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Lough, Cody A	Pay 01	Salary	Salary	Highway	Highway	670.77	1173.11090.000.052 9	Salary	Salary
Lough, Cody A	Pay 01	Salary	Salary	Highway	Highway	955.35	1176.11080.000.052 9	Salary	Salary
Warren, Cheyenne M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,617.31	1000.11497.000.038 0	Salary	Salary
Campbell, Brian K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,668.92	1000.11230.000.965 5	Salary	Salary
Harshbarger, Jennifer S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,306.12	1000.11721.000.027 1	Salary	Salary
Boller, Cameron L	Pay 01	Salary	Salary	Commissioners	Commissioners	42.12	1000.11021.000.037 9	Salary	Salary
Boller, Cameron L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11040.000.037 9	Salary	Salary
Swick, Cody J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,548.08	1000.11382.000.038 0	Salary	Salary
Dodds, Regina M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11486.000.038 0	Salary	Salary
Laffoon, Heather R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,838.35	1000.11100.000.000 3	Salary	Salary
Barth, Katie M	Pay 01	Salary	Salary	Follow the Fund	Follow the Fund	1,326.92	8300.11065.000.061 0	Salary	Salary
McCoy, Bradley J	Pay 01	Salary	Salary	Highway	Highway	813.06	1173.11090.000.052 9	Salary	Salary
McCoy, Bradley J	Pay 01	Salary	Salary	Highway	Highway	813.06	1176.11319.000.052 9	Salary	Salary
Pike, Drake A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,432.69	1000.11328.000.038 0	Salary	Salary
Kirk, Gabriel J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,552.54	2100.11525.000.023 5	Salary	Salary
Stonebraker, Casey T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,490.38	1000.11703.000.038 0	Salary	Salary
Sweeney, Megan R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,220.08	1000.11209.000.075 0	Salary	Salary
Yohler, Courtnie E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,137.69	1000.11502.000.020 1	Salary	Salary
Fullenwider, Benjamin D	Pay 01	Salary	Salary	Commissioners	Commissioners	531.24	1170.11021.000.000 5	Salary	Salary
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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Fullenwider, Benjamin D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,286.54	1170.11905.000.000 5	Salary	Salary
Ellis, Dawn M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,269.23	1170.11209.000.000 5	Salary	Salary
Smith, Mark	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Burget, Jessica L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,157.31	1000.11809.000.965 5	Salary	Salary
Mills, Doug E	Pay 01	Board Members	Board Members	Commissioners	Commissioners	700.00	1000.11663.000.006 3	Hourly	Hourly
Adams, Michael S	Pay 01	Salary	Salary	Highway	Highway	334.77	1173.11090.000.052 9	Salary	Salary
Adams, Michael S	Pay 01	Salary	Salary	Highway	Highway	1,240.61	1176.11429.000.052 9	Salary	Salary
Beavers, Edward J	Pay 01	Salary	Salary	Highway	Highway	1,912.15	1176.11375.000.052 9	Salary	Salary
Caldwell, Melissa A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,754.12	1000.11209.000.031 2	Salary	Salary
Weller, Mary J	Pay 01	Part Time	Part Time	Follow the Fund	Follow the Fund	652.50	1189.11168.000.000 4	Hourly	Hourly
Koury, Mycah A	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,769.23	1222.11307.000.030 3	Salary	Salary
Moore, Jacob A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,564.54	1000.11160.000.000 9	Salary	Salary
Bruenger, Stephanie T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,086.54	1170.11255.000.000 5	Salary	Salary
Northcutt, Isaac M	Pay 01	Salary	Salary	Highway	Highway	1,600.50	1176.11070.000.052 9	Salary	Salary
Henry, Sherri K	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,576.92	1222.11102.000.030 3	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	2,348.58	1000.11244.000.023 5	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	704.55	2100.11021.000.023 5	Salary	Salary
Dale, Connie K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,225.85	1170.11705.000.000 5	Salary	Salary
Sweet, Mark A	Pay 01	Salary	Salary	Highway	Highway	1,445.70	1173.11090.000.052 9	Salary	Salary
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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Sweet, Mark A	Pay 01	Salary	Salary	Highway	Highway	206.53	1176.11012.000.052 9	Salary	Salary
Spolarich, Ashley K	Pay 01	Salary	Salary	Commissioners	Commissioners	3,461.54	1000.11521.000.027 1	Salary	Salary
Parker, Samantha R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,157.31	1000.11809.000.000 9	Salary	Salary
Parker, Nicole L	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,481.15	1222.11233.000.030 3	Salary	Salary
Hodges, Amie J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,683.69	1000.11400.000.023 2	Salary	Salary
Olin, Matthew J	Pay 01	Salary	Salary	Highway	Highway	1,500.34	1173.11090.000.052 9	Salary	Salary
Olin, Matthew J	Pay 01	Salary	Salary	Highway	Highway	722.39	1176.11506.000.052 9	Salary	Salary
Young, Brock A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,056.35	1000.11026.000.023 5	Salary	Salary
Clark, Brady M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11494.000.038 0	Salary	Salary
Miller, Gregory H	Pay 01	Salary	Salary	Commissioners	Commissioners	2,615.81	1000.11290.000.000 9	Salary	Salary
Guard, Forest D	Pay 01	Salary	Salary	Commissioners	Commissioners	823.08	1000.11068.000.006 8	Salary	Salary
Swazay, Angela D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,813.54	1000.11119.000.066 0	Salary	Salary
Todd, Richard R	Pay 01	Salary	Salary	Commissioners	Commissioners	409.68	1170.11021.000.000 5	Salary	Salary
Todd, Richard R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,510.77	1170.11215.000.000 5	Salary	Salary
Boyer IV, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,490.38	1000.11498.000.038 0	Salary	Salary
Reed, Amber D	Pay 01	Salary	Salary	HD	HD	2,403.85	1159.11516.000.061 0	Salary	Salary
Yerkes-Mason, Deborah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,264.08	1224.11208.000.000 8	Salary	Salary
Stevens, Hunter L	Pay 01	Salary	Salary	Commissioners	Commissioners	276.46	1000.11021.000.038 0	Salary	Salary
Stevens, Hunter L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11630.000.038 0	Salary	Salary
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Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Newlin, Timothy D	Pay 01	Salary	Salary	Commissioners	Commissioners	392.80	1000.11021.000.038 0	Salary	Salary
Newlin, Timothy D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11302.000.038 0	Salary	Salary
Portwood, Cheryl F	Pay 01	Salary	Salary	Commissioners	Commissioners	1,196.54	1000.11503.000.000 3	Salary	Salary
Lough, Kristin N	Pay 01	Salary	Salary	Commissioners	Commissioners	1,384.62	1000.11702.000.000 2	Salary	Salary
Griffith, Jennifer A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,211.54	1170.11275.000.000 5	Salary	Salary
Bohlander, Jacob R	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Denbo, Leah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,779.23	1000.11300.000.000 1	Salary	Salary
Orr, Donald S	Pay 01	Salary	Salary	HD	HD	1,523.77	1159.11216.000.061 0	Salary	Salary
Melvin, Brent D	Pay 01	Salary	Salary	Highway	Highway	1,414.72	1173.11090.000.052 9	Salary	Salary
Melvin, Brent D	Pay 01	Salary	Salary	Highway	Highway	237.51	1176.11008.000.052 9	Salary	Salary
Rice, Anthony J	Pay 01	Salary	Salary	Commissioners	Commissioners	178.72	1170.11021.000.000 5	Salary	Salary
Rice, Anthony J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,386.54	1170.11850.000.000 5	Salary	Salary
Victory-Kosinski, Kaytlynn R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,686.58	4900.11212.000.030 3	Salary	Salary
York, Jennifer B	Pay 01	Salary	Salary	Commissioners	Commissioners	2,801.35	9144.11522.000.023 5	Salary	Salary
Dossett, Laura R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,813.54	1000.11258.000.006 8	Salary	Salary
Bushong, Cynthia D	Pay 01	Part Time	Part Time	Commissioners	Commissioners	382.19	1000.11200.000.000 7	Salary	Salary
Bushong, Cynthia D	Pay 02	Salary	Salary	HD	HD	1,384.62	1168.11220.000.061 0	Salary	Salary
Martin, Donald D	Pay 01	Salary	Salary	Highway	Highway	1,255.99	1173.11090.000.052 9	Salary	Salary
Martin, Donald D	Pay 01	Salary	Salary	Highway	Highway	753.59	1176.11075.000.052 9	Salary	Salary

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Byers, Courtlyn D	Pay 01	Part Time	Part Time	Commissioners	Commissioners	735.00	8895.11090.000.066 0	Hourly	Hourly
Stonebraker, Ashley M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,244.88	1000.11600.000.000 1	Salary	Salary
Ellis, Joseph M	Pay 01	Salary	Salary	Commissioners	Commissioners	689.50	1000.11112.000.001 2	Salary	Salary
Michael, Dakota T	Pay 01	Salary	Salary	Highway	Highway	2,091.00	1176.11018.000.052 9	Salary	Salary
Little, Lauren R	Pay 01	Salary	Salary	Commissioners	Commissioners	458.33	1000.11495.000.038 0	Salary	Salary
Meadows, Mary J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,757.85	1224.11308.000.000 8	Salary	Salary
Cevela, Jamie L	Pay 01	Salary	Salary	Follow the Fund	Follow the Fund	1,375.00	9131.11241.000.000 5	Salary	Salary
Custer, Lena K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,768.77	1000.11300.000.000 1	Salary	Salary
Roe, Becky S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,040.81	1000.11393.000.038 0	Salary	Salary
Herron, Amber L	Pay 01	Salary	Salary	Highway	Highway	2,185.42	1176.11159.000.052 9	Salary	Salary
Kirby, Elizabeth L	Pay 01	Salary	Salary	CCC 1222	CCC 1222	483.12	1222.11021.000.030 3	Salary	Salary
Kirby, Elizabeth L	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,089.69	1222.11404.000.030 3	Salary	Salary
Crull, Kevin M	Pay 01	Salary	Salary	Commissioners	Commissioners	870.39	1170.11021.000.000 5	Salary	Salary
Crull, Kevin M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,488.46	1170.11934.000.000 5	Salary	Salary
Donaldson, Steven B	Pay 01	Salary	Salary	Commissioners	Commissioners	4,613.96	1000.11421.000.027 1	Salary	Salary
Morales Gutierrez, Sinahi U	Pay 01	Salary	Salary	Statewide 911	Statewide 911	336.38	4900.11021.000.030 3	Salary	Salary
Morales Gutierrez, Sinahi U	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,630.69	4900.11413.000.030 3	Salary	Salary
Phillips, Monica D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11439.000.037 9	Salary	Salary

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Villalpando, Lindsey A	Pay 01	Salary	Salary	Commissioners	Commissioners			Salary	Salary
Kadinger, Matthew D	Pay 01	Salary	Salary	Commissioners	Commissioners	392.80	1000.11021.000.038 0	Salary	Salary
Kadinger, Matthew D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11293.000.038 0	Salary	Salary
Punke, Deric L	Pay 01	Salary	Salary	Commissioners	Commissioners	106.41	1170.11021.000.000 5	Salary	Salary
Punke, Deric L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,986.54	1170.11024.000.000 5	Salary	Salary
Miller, Ethan A	Pay 01	Salary	Salary	Commissioners	Commissioners	632.16	1000.11021.000.038 0	Salary	Salary
Miller, Ethan A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11280.000.038 0	Salary	Salary
Kiger, Layton T	Pay 01	Salary	Salary	Commissioners	Commissioners	368.25	1000.11021.000.038 0	Salary	Salary
Kiger, Layton T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11488.000.038 0	Salary	Salary
Lowe, Albert L	Pay 01	Salary	Salary	Highway	Highway	1,306.91	1173.11090.000.052 9	Salary	Salary
Lowe, Albert L	Pay 01	Salary	Salary	Highway	Highway	340.93	1176.11021.000.052 9	Salary	Salary
Lowe, Albert L	Pay 01	Salary	Salary	Highway	Highway	965.97	1176.11641.000.052 9	Salary	Salary
Barth, Daniel S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,432.69	1000.11239.000.037 9	Salary	Salary
Cochran, Hannah R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,250.54	9178.11213.000.023 5	Salary	Salary
Bickel, Mark M	Pay 01	Salary	Salary	Commissioners	Commissioners	127.44	1000.11029.000.020 1	Salary	Salary
Bickel, Mark M	Pay 01	Salary	Salary	Commissioners	Commissioners	3,185.96	1000.11229.000.023 5	Salary	Salary
Cox, Nancy L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,562.62	1000.11300.000.000 3	Salary	Salary
Eads, Hunter C	Pay 01	Salary	Salary	Commissioners	Commissioners	35.48	1000.11021.000.000 5	Salary	Salary
Eads, Hunter C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,986.54	1170.11200.000.000 5	Salary	Salary
Payroll System				06/29/2022	1:44 PM by TWALKE				Page 13

	mployee ame	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay	Туре
D	avis, Michael D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,961.54	1000.11105.000.075 3	Salary	Salary	
М	inor, Jeremy K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,164.80	1170.11021.000.000 5	Salary	Salary	
М	inor, Jeremy K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,211.54	1170.11507.000.000 5	Salary	Salary	
М	ellish, Thomas J	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary	
Se	ennett, Lance A	Pay 01	Board Members	Board Members	Commissioners	Commissioners	700.00	1000.11163.000.006 3	Hourly	Hourly	
Ri	vera, Sara E	Pay 01	Salary	Salary	HD	HD	1,576.92	1159.11309.000.061 0	Salary	Salary	
	ephens, filliam C	Pay 01	Salary	Salary	Highway	Highway	107.17	1173.11090.000.052 9	Salary	Salary	
	ephens, filliam C	Pay 01	Salary	Salary	Highway	Highway	1,607.48	1176.11019.000.052 9	Salary	Salary	
Br A	own, Brittany	Pay 01	Salary	Salary	Commissioners	Commissioners	1,490.38	1000.11485.000.038 0	Salary	Salary	
Su	ırber, Aaron S	Pay 01	Salary	Salary	Highway	Highway	708.92	1173.11090.000.052 9	Salary	Salary	
Sı	ırber, Aaron S	Pay 01	Salary	Salary	Highway	Highway	866.46	1176.11009.000.052 9	Salary	Salary	
Br C	own, Christian	Pay 01	Salary	Salary	Commissioners	Commissioners	2,038.46	1000.11480.000.038 0	Salary	Salary	
G	ooding, Beth A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,082.85	1000.11253.000.038 0	Salary	Salary	
Ta	ylor, Michael G	Pay 01	Salary	Salary	Commissioners	Commissioners	113.80	1170.11021.000.000 5	Salary	Salary	
Ta	aylor, Michael G	Pay 01	Salary	Salary	Commissioners	Commissioners	2,510.77	1170.11937.000.000 5	Salary	Salary	
Ci	arrell, Henry W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,667.58	1000.11733.000.038 0	Salary	Salary	
Ci S	onrad, Carolyn	Pay 01	Salary	Salary	Commissioners	Commissioners	1,593.04	1000.11502.000.023 2	Salary	Salary	
G	reene, Paula L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11493.000.038 0	Salary	Salary	
М	iller, Farren M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,991.31	9178.11524.000.023 5	Salary	Salary	
Pa	yroll System				06/29/2022	1:44 PM by TWALKE					Page 14

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Taylor, Greg L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,147.50	1000.11734.000.031 3	Salary	Salary
Douglas, Scott K	Pay 01	Salary	Salary	HD	HD	1,153.85	1159.11162.000.061 0	Salary	Salary
Needham, Michael R	Pay 01	Salary	Salary	Commissioners	Commissioners	3,861.50	1170.11175.000.000 5	Salary	Salary
Doty, Chelsey D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,153.85	1000.11360.000.066 0	Salary	Salary
Bonwell, David M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,475.92	1000.11732.000.031 2	Salary	Salary
Kersey, Michael T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,510.77	1170.11200.000.000 5	Salary	Salary
French, Aaron D	Pay 01	Salary	Salary	Commissioners	Commissioners	168.94	1170.11021.000.000 5	Salary	Salary
French, Aaron D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,510.77	1170.11022.000.000 5	Salary	Salary
Long, Christina J	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,576.93	4900.11043.000.030 3	Salary	Salary
Wolf, James M	Pay 01	Salary	Salary	Commissioners	Commissioners	576.92	1000.11138.000.030 8	Salary	Salary
Sutherlin, Kirsten M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,295.23	1000.11209.000.023 5	Salary	Salary
Halle, Cheryl D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,743.15	1000.11409.000.000 9	Salary	Salary
Latzke, Kristen C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,730.77	1000.11575.000.075 0	Salary	Salary
Alenduff, Brandon R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,432.69	1000.11236.000.038 0	Salary	Salary
Herron, Rhonda L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,498.77	1000.11113.000.075 3	Salary	Salary
Booth, Gary D	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Powell, Daniel E	Pay 01	Salary	Salary	Highway	Highway	368.43	1173.11090.000.052 9	Salary	Salary
Powell, Daniel E	Pay 01	Salary	Salary	Highway	Highway	1,365.38	1176.11076.000.052 9	Salary	Salary
Bentley, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,815.69	1189.11100.000.000 4	Salary	Salary
Payroll System				06/29/2022	1:44 PM by TWALKE				Page 15

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Cruse, Amanda L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,692.31	4923.11821.000.027 1	Salary	Salary
Cornett, Alexander J	Pay 01	Salary	Salary	Highway	Highway	650.44	1173.11090.000.052 9	Salary	Salary
Cornett, Alexander J	Pay 01	Salary	Salary	Highway	Highway	975.68	1176.11011.000.052 9	Salary	Salary
Mitchell, Matt R	Pay 01	Board Members	Board Members	Commissioners	Commissioners	700.00	1000.11363.000.006 3	Hourly	Hourly
Shaw, Devin J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11339.000.037 9	Salary	Salary
Stull, James D	Pay 01	Salary	Salary	Highway	Highway	1,387.18	1173.11090.000.052 9	Salary	Salary
Stull, James D	Pay 01	Salary	Salary	Highway	Highway	493.74	1176.11071.000.052 9	Salary	Salary
Davidson, Mark A	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Williamson, Lindsay J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,276.04	1000.11159.000.001 1	Salary	Salary
Pallante, David J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11499.000.038 0	Salary	Salary
Harrington, Shari L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,125.31	1000.11095.000.965 5	Salary	Salary
Walsh, Todd P	Pay 01	Salary	Salary	Commissioners	Commissioners	341.20	1170.11021.000.000 5	Salary	Salary
Walsh, Todd P	Pay 01	Salary	Salary	Commissioners	Commissioners	2,311.54	1170.11938.000.000 5	Salary	Salary
Haslam, Brittany R	Pay 01	Salary	Salary	CCC 1222	CCC 1222	399.00	1222.11021.000.030 3	Salary	Salary
Haslam, Brittany R	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,715.42	1222.11212.000.030 3	Salary	Salary
Byers, Mindy K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,140.54	1000.11300.000.000 2	Salary	Salary
Grayson, Peggy S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,849.27	1224.11300.000.000 8	Salary	Salary
Jenkins Jr, Rodney L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,589.23	1170.11315.000.000 5	Salary	Salary
Myers, Laren E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,629.35	1170.11975.000.000 5	Salary	Salary

Distribution Report - Employee Name/Budget Account Code Check Date: 07/01/2022 Normal Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Lazell, Lula D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,294.12	1000.11243.000.038 0	Salary	Salary
304						409,154.18			

# Minutes-June 27, 2022

Monday, June 27, 2022

10:24 AM

# MINUTES MONTGOMERY COUNTY COMMISSIONER MEETING MONDAY, JUNE 27, 2022

The Montgomery County Commissioners met in regular session on Monday, June 27, 2022 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, Crawfordsville, Indiana.

#### **CALL TO ORDER**

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

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Building Administrator Marc Bonwell; Highway Director Jake Lough; Assessor Sherri Bentley; Health Administrator Amber Reed; EMA Director Shari Harrington; Chief Probation Officer Andria Giegle; Treasurer Heather Laffoon; and Sheriff Ryan Needham; Commissioners Executive Assistant Lori Dossett.

#### PLEDGE & PRAYER

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

#### CONSENT AGENDA

Approval of Claims: June 13, 2022 to June 27, 2022

Accounts Payable: \$31,543,259.32 Payroll Claims: \$403,042.66

Approval of Meeting Minutes: June 13, 2022 Post Exposure Rabies Treatment Claim - \$681.15

Paul Edward Norris - Dog bite on 7-18-21 @ 3:30 pm in Alamo. Caretaker of dog had no access to vaccine records. Mr. Norris is claiming expenses from C'ville Ambulance; antibiotics & ER visit.

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

# **PUBLIC HEARING**

Amendments to Chapter 159, Article 33 Solar Farms and Facilities and Article 3, Rules of Procedures of the Plan Commission -

Building Administrator Marc Bonwell stated the proposed amendment to Chapter 159, Article 33 clarifies setback requirements of the Solar Farms and Facilities and adds waiver of setbacks for non- participating landowners. The Plan Commission held a public hearing on May 25<sup>th</sup> and voted 8-0 in favor to give the amendment a favorable recommendation to pass to the Commissioners.

# Commissioner Frey opened the Public Hearing at 8:03 am

Jared Hicks from Tenaska Energy Company representing the proposed Cold Spring Solar Farm Project and participating landowners located in Montgomery County and Putnam County. Mr. Hicks expressed concern of the proposed amendments and advised if approved the amendments will have a negative impact on the project. Mr. Hicks distributed handouts (attached) on Setbacks Analysis for Residential (Non-Participating Residence Setback) and Setbacks Analysis for property lines (Non-Participating Property Line Setbacks) and requested that the Commissioners not approve the amendments and send them back to the Plan Commission for further discussion.

Dave Harbeson, participating landowner presented his Solar Analysis: Incremental Tax Calculations – June, 2022 (attached). Mr. Harbeson requested that the Commissioners not approve the proposed amendments to the Solar

Farm Ordinance and to perform an analysis of the income that could be generated if the solar farm ordinance is not amended.

Steve Everly representing Hoosiers for Renewables expressed the importance to have an ordinance regulating solar farms. The proposed 500' setback is in their opinion excessive. He stressed the importance to include a vegetation plan and maintenance. Tenaska is a company their group is familiar and have successfully built solar farms in the south west counties in Indiana.

Matt Allen, 1125 E 1050 S, Ladoga. Mr. Allen stated he is for solar and not opposed to renewable energy and continued that it is a property owners' right. He supports the proposed changes to the solar farm ordinance. He lives across from a proposed Duke Energy Solar project across the road from his property. Montgomery County is the largest ag county in the State. He recently sold his herd of cattle and machinery and is now considering moving out of Montgomery County because he does not want to live across from a solar farm.

Kaylene Simpson, 10205 S 325 W, Waveland stated she is in support of the setbacks and is not in favor of solar farms. Her properties were included in a list presented to the County Council showing they were participants and she stated that is false.

Nick Gentry, 209 S Harrison Street, Russellville. He stated he the appointed spokesperson for the landowners participating in the Cold Spring Solar Farm project. He requested that the Commissioners table the proposed amendments and turn the amendment down. The setbacks will kill the project and take money out of constitutents hands. It should be considered as a 30 year life extension of the farm ground to a new generation. He asked that the Commissioners take deep consideration and consider their constituents.

Penny Anglin, 10934 S 200 W, Ladoga. She stated that she is opposed and she doesn't want to live across from a solar park and she doesn't want to leave. They own four acres and they've done a lot of work to improve their property and feel if they have a solar park close to them it will lower their property values. She stated this is a huge money maker for landowners.

# Public Hearing Closed @ 8:43 am.

Attorney Taylor stated the Board has heard staff and the plan commissions recommendation. If the matter is tabled it can be taken up at the next meeting with proposals and send it back to the plan commission.

Commissioner Frey stated the County has had a financial analaysis done on the project. It is an opportunity and the revenue won't cost if the 500' setback is in place. There is an option in the ordianance where non-participating landowners can opt-out of the setback. The Comp Plan is opposed to wind and not opposed to solar. The four changes proposed are to protect property rights. The County is growing 600 new jobs and right now, Montgomery County is the place to be. It was the council's decision not to incentivize the project which does not stop solar. Everyone should be respectful of their neighbors and want to make it clear that these amendments have been worked on over the last six months and have been well thought over. Commissioner Frey moved to adopt the recommendation of the plan commission. Motion died for lack of a second.

Commissioner Guard moved to table the matter for further discussion and to gather further information.

Seconded by Commissioner Fulwider. Commissioner Fulwider stated that he appreciates the comments made

Seconded by Commissioner Fulwider. Commissioner Fulwider stated that he appreciates the comments made today and the information provided regarding set-backs. He stated, "this is not something we pull the trigger" until we get more understanding. He stated both sides made valid points. Comments included not opposed, just not on my doorstep. He doesn't want to be this extreme on way or the other. Commissioner Guard stated he understands that this is an emotional conversation and making a decision on personal property rights is not an easy decision to make. 2 votes in favor (Guard & Fulwider) 1 vote against (Frey).

# Proposed Changes to Article 3 Rules of Procedures of the Plan Commission

The amendments to the General Regulations add statutorial language to Article 3 of the Zoning Code. The Plan Commission made reasonable regard to the (1) Zoning Code; (2) the conservative of property throughout Montgomery County; (3) Comprehensive Plan; (4) responsible development and growth; (5) the most desirable use of land in the district.

# Commissioner Frey opened the public hearing @ 8:57 am.

Hearing no public comment, the public hearing closed @ 8:58 am.

Commissioner Fulwider moved to approve the proposed amendments to Article 3 Rules of Procedures of the Plan Commission. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

#### **NEW BUSINESS**

#### 2022 Cyclical Reassessment Appraisal Bid Opening -

Assessor Sherri Bentley - Professional Appraiser or Appraisal Firm to provide Appraisal Services for the 2022 Cyclical Reassessment for all properties involving commercial and industrial parcels in Montgomery County. Attorney Taylor opened the one bid received for the 2022 Cyclical Reassessment Appraisal from Tyler Technologies. Commissioner Guard moved to take the bid under advisement. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

### Approve Specs for County EMS Request for Proposals -

Barry Ritter of Ritter Strategic Services stated the County seeks to contract with public or private persons, entities, or corporations for the purpose of providing and maintaining emergency medical and ambulance services in designated areas of Montgomery County. Letter of Intent to Respond due 4:00pm on Friday, July 8, 2022. Proposers shall participate in the Pre-proposal information meeting scheduled for 1:00 pm on Monday, July 11, 2022. Responses to RFP due no later than Monday, August 8, 2022 @ 8:00am. Commissioner Fulwider moved to approve the County EMS Request for Proposals. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

LPA Contract - HWC Engineering for Construction Inspection Services for Signing Project - \$65,296 Highway Director Jake Lough requested approval of the Contract with HWC Engineering for Construction Inspection Services for Montgomery County Signing Project on Various Roads (3R/4R Standards); INDOT Contract T-43601. Commissioner Guard moved to approve the LPA Contract with HWC Engineering. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

#### **ORDINANCES**

2<sup>nd</sup> Reading: Ordinance 2022-22: Creating 2022-2023 Drug Free Montgomery County Coalition Grant Fund Montgomery County Probation Department received six Mini-Grants (total of \$15,330) by the Drug Free Montgomery County Coalition/Local Coordinating Council. Substance Abuse Assessments: \$4,050; Juvenile Cognitive Behavioral Programs: \$2,600; Veteran Treatment Court Incentives: \$1,000; Drug Court Incentives: \$3,000; Juvenile and Young Adult Drug Screening: \$1,680; Emergency/transitional housing: \$3,000. Commissioner Guard moved to approve Ordinance 2022-22. Seconded by Commissioner Guard. Motion passed 3-0 votes in favor.

### OTHER BUSINESS

Commissioner Guard stated the Montgomery County Solid Waste Management District will be holding the annual Tox Away Day Event on Saturday, July 9<sup>th</sup> @ North Montgomery High School from 8am to 1pm.

### **ADJOURNMENT**

There being no further business before the Board, Commissioner Guard moved to adjourn. Motion passed 3-0 votes in favor. Meeting adjourned at 9:07 am.

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	MONTGOMERY COUNTY BOARD OF COMMISSIONERS:
	John E. Frey, Board President
Attest:	
Jennifer Andel, Auditor	

# Guaranteed Energy Savings Contract - FINAL

Friday, July 08, 2022

8:14 AM



# GUARANTEED ENERGY SAVINGS CONTRACT ANNUAL SAVINGS REPORT

State Form 55886 (R2 / 7-16)
Department of Local Government Finance

Guarantee Period Covered by	y this Repor	rt (M/D/Yr):	6/1/2021	through	5/31/2022	Report Year:	10		
Institution:				Contractor:	A Inc.				
Contact:	mery County	у		Contact:	Ameresco, Inc.				
Lori Dossett  Telephone: 765-361-2623				Telephone:	Garyne Evans  Felephone: 317-202-3232				
Address: (number	-2023			Address: (number	317-202-3232				
and street, city, 110 W. state, and ZIP code) Crawfor			and street, city. 5875 Castle Creek Parkway N. Drive, Suite 155 state, and ZIP code) Indianapolis, IN 46250						
E-mail Address:				E-mail Address:					
Contract Dates: Signed	M/D/Yr):	4/20/2011		Expires (M/D/Yr):	6/1/2022				
Project Dates: Initiated	(M/D/Yr):	5/10/2011		Completed (M/D/Yr)	5/11/2012				
Total Project Cost (with Financing): \$1,127,939				Total Guaranteed Sa	avings:	\$150,510	-		
		(A) Baseline Constant (from contract)	(B) Actual Post- Project	(C)* Adjustment	(D) **Savings (A-B+C)	(E) Guaranteed Savings (From Contract)	(F) Difference + or - (D minus E)		
1. Energy Saved (MMBTU):							0		
Energy Costs Saved:					\$13,153.00	\$13,153.00	\$0.00		
Operating Costs Saved:					\$137,357.00	\$137,357.00	\$0.00		
4. Total Costs Saved:					\$150,510.00	\$150,510.00	\$0.00		
5. Total Thru Previous Years:					\$1,354,590.00	\$1,354,590.00	\$0.00		
Accumulated Totals Thru This     Period (4 + 5):					\$1,505,100.00	\$1,505,100.00	\$0.00		
* Note: Provide attachment :  ** Note: If column A, B, or stipulated and represent an e  Total Square	C is blank of	or the listed savings l	have not been calcu		lity bills and operating		d figures have been		
Total Square	r compe or	banangs in obser	10,000	-	1101	reject Energy Cost			
Buildings Included in Contract: Montgomery County Courthouse				Savings Measures Included in Contract: Lighting Upgrade High Efficiency Boilers High Efficiency Chiller Fan Coil Upgrades Air Handler Upgrade (Circuit Court #1) Direct Digital Controls - Building HVAC Automation General Updates					
Name and Organization of Person Filing this Report: Garyne Evans, Engineering Director, Ameresco				Approved by and Title of Authorized Institution Official: Jim Fulwider, Montgomery County Commissioner					
Send annually to the Departr days after the anniversary of			nce, 100 N Senate A	ave, IGC-N, Room N	1058, Indianapolis, 1	Indiana, 46204 no la	ter than sixty (60)		
Questions? Call the DLGF at	(317)-232-	3777.	Email to: gesc_repo	orts@dlgf.in.gov					

New Section 1 Page 34

# Setbacks for Solar Farms: ZA2022-1 Case Report to Plan Commission

Thursday, July 07, 2022 3:56 PM

# **Montgomery County Commissioners**

# Case Report

Case Number: ZA2022-1 Date: May 18<sup>th</sup> 2022

#### Introduction

At your May 25<sup>th</sup> 2022 meeting, you will conduct a public hearing and consider one amendment to the text of the zoning ordinance.

1. Article 13 - Solar Farms and Facilities

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 13.

Notice of the public hearing on the proposed text amendment was published on May 11<sup>th</sup> 2022 and copies of the proposed text amendment were made available to the public also on May 11<sup>th</sup> 2022

# 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 13 - Solar Farms and Facilities

Article 13 provides regulation of solar energy systems, solar farms and facilities and other solar energy devices as authorized by IC 36-7-2-2. The language is designed to protect the welfare, safety and health of the public in Montgomery County. It is the policy of Montgomery County to promote and encourage the use of solar energy while allowing for location in the County Agricultural and Industrial zoned areas.

This text amendment modifies section 13.04 (Setbacks) to more clearly clarify the desired distances and protection for property owners in the unincorporated areas of the County. The distance from all property lines is a minimum 100 feet. The distance from the center of any road, alley or public way is 100 feet. The distance from property line in which the adjoining property has a residence is 200 feet. The distance from the closest exterior wall of a

residence is 500 feet including a residence that is separated the solar facility by a public way. The amendment to 13.04 also provides adjacent landowners a waiver for reduction of setback in the event the adjoining landowner wishes to have the setback reduced. The waiver requires a written agreement with the solar facility operator.

The amendment to 13.04 also requires perimeter fencing, required by language, to be painted black or coated with black vinyl.

#### **Staff Recommendation**

The Staff recommends the Plan Commission send the text amendment to the County Commissioners with a favorable recommendation

Respectfully submitted

Marc Bonwell

Building/Zoning Administrator

# Ord 2022-23 - Text Amendment to the Zoning Ordinance Regarding Solar Farm Standards & Setbacks

Monday, June 27, 2022 10:24 AM

# MONTGOMERY COUNTY BOARD OF COMMISSIONERS

## Ordinance 2022-23

Adopting A Text Amendment to the Zoning Ordinance Regarding Solar Farm Standards and Setbacks

Whereas, the Montgomery County Plan Commission conducted a public hearing on May 25, 2022 on a text amendment to the Montgomery County Zoning Ordinance which would modify certain provisions of Article 13 (Solar Farms and Facilities) concerning setbacks, waivers of setbacks, and fences, and the Plan Commission voted unanimously to send a favorable recommendation on such text amendment to the Commissioners; and

Whereas, on May 26, 2022, the Plan Commission certified its recommendation to the Commissioners; and

Whereas, having considered the proposed amendment and comments from members of the public and having paid reasonable regard to the comprehensive plan, current conditions and the character of current structures and uses in each district, the most desirable use for which the land in each district is adapted, the conservation of property values throughout the district, and responsible development and growth, the Commissioners hereby find as follows:

- Approving the proposed text amendment is consistent with the Comprehensive Plan in that it promotes Clean Energy which can provide revenue which will strengthen farm operations while protecting the interests of adjacent residential uses;
- 2. Approving the proposed text amendment is consistent with the current conditions and character of current structures and uses in each district by providing for greater setbacks for existing, adjacent residential uses, providing for the right of landowners to waive all or a portion of the applicable setbacks, and enhanced fencing appearance which will provide greater harmony between residential uses and solar facilities;
- 3. Approving the proposed text amendment is consistent with the most desirable use for which the land in each district is adapted because the amendments provide for enhanced protections for existing residential uses which are common in agricultural districts;
- 4. Approving the proposed text amendment will lead to the conservation of property values throughout the jurisdiction by providing for enhanced setbacks near adjacent residential uses;
- Approving the proposed text amendment is consistent with responsible growth in that the amendment will promote

harmonious development of solar facilities with enhanced setbacks for adjacent residential use and for public roads, and with enhanced fencing requirements; and

6. The proposed text amendment to Article 13 should be approved.

## IT IS, THEREFORE, ORDAINED that Article 13.04 of the

Montgomery County Zoning Ordinance is hereby amended to read as follows:

**"13.04 Setbacks**: The following setbacks apply to all ground-mounted solar panels and arrays:

Description	Setback	Comments
Distance from property line	100 feet	
Distance from center of road, alley of public way	100 feet	But not in right of way
Distance from property line if adjoining property has a residence	200 feet	
Distance from closest exterior wall of residence	500 feet	Includes houses separated from solar facility by other parcels, roads, alleys, rail lines, and public ways

When the solar facilities for a single project encompass multiple parcels, there is no requited setback from a property line for the internal property lines in the project. Access roads, and distribution poles and wires may be located within the set-backs but may not be located in a road right-of-way.

An adjacent landowner who benefits from the required setbacks may waive all or a portion of the setback by executing a written waiver agreement with the operator of the solar facility. This waiver must be recorded and filed with the Zoning Administrator. "

IT IS FURTHER ORDAINED that Article 13.10 of the Montgomery
County Zoning Ordinance is hereby amended to read as follows:

**"13.10 Fencing**: All solar energy systems, farms and facilities shall be surrounded by a security fence not less than eight (8) feet in height and not more than twelve (12) feet in height in order to prevent unauthorized access. All fences will be painted black or coated with black vinyl or similar coating. All gates will be locked. The applicant will place a sign, not to exceed eight square feet in area, which contains the name and address of the operator and an emergency telephone contact number for the operator."

IT IS FURTHER ORDAINED that all other provisions of the Montgomery County Zoning Ordinance, not expressly amended by this Ordinance, will remain in full force and effect.

IT IS FURTHER ORDAINED that this ordinance shall become effective upon adoption.

Ordained this	_ day of, 2022.
	Montgomery County
	Board of Commissioners:
	John Frey, President
	James D. Fulwider, Vice-President
	Dan Guard, Member

Attact:		
Attest:		
	-	
Jennifer Andel, Auditor		
S SAME AND		
5		

# Reassessment Appraisal Bid Award

Thursday, July 07, 2022 2:14 PM

Assessor Sherri Bentley - The one bids received was opened on June 25, 2022 for Professional Appraiser or Appraisal Firm to provide Appraisal Services for the 2022 Cyclical Reassessment for all properties involving commercial and industrial parcels in Montgomery County. Assessor Bentley has reviewed the bid received and will make a recommendation to approve or reject the bid.

# Open Landfill Bids

Thursday, July 07, 2022 2:13 PM

Project: Move dirt stored at Random House to landfill to fill in low areas as identified in the plans developed by Butler Fairman & Seifert. Reestablish a ditch to convey water to a retention area. The City of Crawfordsville and the County will share the project costs is a 50/50. Parties agree the right to reject any and all bids.

### Timeline:

6-13-22	Issue Notice to Bidders
7-11-22	Open Bids

# Purple Heart Parkway Extension Project

Thursday, July 07, 2022 2:13 PM

A Memorandum of Understanding with the City of Crawfordsville for the extension of Purple Heart Parkway from 231 to Ladoga Road.

Agreement provides that the County will pay for 59% of the costs of design, right of way and construction and the City will pay 41% of these costs. The percentage share was determined by the amount of the extension that is not within City limits (4,000 feet) and the amount that will be within City limits (2,700 feet).

The agreement includes a formula for the amount to be paid from the City to the County upon annexation of a portion of the new road that is not within City limits.

It also has a timeline to bid the project by December 12, 2023 and allows either party to separately bid their portion if the timeline is not met.

# MOU between Montgomery County Commissioners & City of Crawfordsville

Thursday, July 07, 2022 2:13 PM

# MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CRAWFORDSVILLE AND MONTGOMERY COUNTY REGARDING PURPLE HEART PARKWAY EAST EXTENSION

This Memorandum of Understanding seeks to memorialize the intention of the City of Crawfordsville (the City) and Montgomery County (the County) to provide for the design, right-of-way acquisition, construction and development of the extension of Purple Heart Parkway from U.S. Highway 231 east to Ladoga Road.

## Background

- The City and the County have collaborated in encouraging residential development in a target area which is south of County Road 150 South, west of Ladoga Road, and east of U. S. Highway 231 South;
- The City and the County believe that the construction of a new road for access will facilitate residential and other development in the target area;
- The City and the County believe that the extension of Purple Heart Parkway from U.S. Highway 231 east to Ladoga Road will facilitate development in the target area;
- The County has caused RQAW Transportation to perform and deliver an Abbreviated Engineer's Assessment of the extension of Purple Heart Parkway east of U.S. Highway 231 South;
- The City and The County have provided to Pyatt Homes letters of intent which
  indicate that the City and County will construct the east extension in order to
  facilitate certain development;
- The City has also advised Pyatt Homes that if it receives a petition for voluntary annexation, the City will serve the Pyatt site with sanitary service;
- All of the preliminary location for the extension is outside of the City territorial boundaries at this time, but the City and County anticipate that the City will receive petitions for voluntary annexation in the target area in the near future;
- The City and County desire to collaborate on the design, right-of-way acquisition, and construction of the new road project and to share the costs of the project in order to facilitate development in the target area;
- The City and County believe that their cooperation in the design, construction, financing and completion of this project is beneficial to both the City and County and to the taxpayers of the City and County, will encourage economic development in the City and County, and will provide other benefits to the traveling public;
- The City and County intend to use this memorandum to identify areas of agreement and matters which are in need of further discussion regarding the project.

### **Recitation of Preliminary Understandings**

- Design of Project. The County and City agree to coordinate the entire design of the
  project. the County and the City will be signatories in the agreement with RQAW
  Transportation to design the project and Lochmueller Group to coordinate the project.
  The City and County will collaborate on the design of the project, and both parties
  must approve the design at all phases of the design process
- 2. **Right-of-Way Acquisition:** If the parties proceed with the project, the County and City will be signatories in the agreement with the Lochmueller Group to acquire any and all rights-of-way necessary for the project, and the City and County will use their respective rights to eminent domain, if necessary, in order to secure the required rights-of-way.
- 3. **Letting of Project:** If the parties proceed with the project, the County will solicit bids for the project prior to December 12, 2023 and award the project consistent with Indiana law. If the project is not bid prior to December 12, 2023, either party may choose to bid their Phase separately. Phase 1 is identified as the City portion of the project which is approximately 2,700 lineal feet starting at 231 and proceeding east. Phase 2 is identified as the County portion of the project and is approximately 4,000 lineal feet starting at the point where Phase 1 ends and proceeds east to Ladoga Road.
- 4. Construction of Project. If the parties proceed with the project, the County and City agree to coordinate the entire construction of the project. The City and County agree that, subject to the availability of public funds and after applying to the project any READI grant funds received by them for the project, the costs of this project will be divided with the City paying for forty-one percent (41%) of the design, right-of-way acquisition, construction, project management, and other costs and with the County paying fifty-nine percent (59%) of such costs. The agreement with the contractor that is awarded the bid will be between the City, County and the Contractor and the costs will be billed directly to each party be the service providers, and each party will pay their respective share directly to the provider.
- 5. Recapture of Expenses After Annexation: If prior to 2033, the City annexes land east of Phase 1 of the project between Ladoga Road and U.S. Highway 231, the City will reimburse the County its expenses incurred on the project, after application of the READI grant funds, as follows:

The percentage of Phase 2 that is annexed, multiplied by the amount in the table listed below, for the year of the annexation until 2032.

Item	Year of Annexation	Amount Payable to County
1	2023	50%
2	2024	45%
3	2025	40%

4	2026	35%
5	2027	30%
6	2028	25%
7	2029	20%
8	2030	15%
9	2031	10%
10	2032	5%

The City will not have an obligation of reimbursement to the County if it annexes land east of Phase 1 after 2032. Any such reimbursement payment will be paid by the City to the County withing 30 days of the effective date of the annexation.

6. Nonbinding Memorandum: The purpose of this memorandum is to assist the parties in the identification of issues, areas of agreement and disagreement, and, if the parties desire, to assist them as they work toward a possible agreement regarding the project. This Memorandum is not an agreement between the parties, is not binding upon them, and it neither creates enforceable rights for the benefit of the parties nor imposes obligations upon them. This memorandum merely recites the parties' intentions to explore the possibility of an agreement.

City of Crawfordsville, Indiana

		•
Date:	By:	Todd D. Barton, Mayor
		Attest:
		Terri Gadd, Clerk-Treasurer
		Board of Commissioners of Montgomery County, Indiana
_	_	
Date	By:	John Frey, President

	Attest:	
-	Jennifer Andel, Auditor	
	Jennici Indei, Iddieoi	
	4	

# RQAW: Extension of Purple Heart Parkway from US231 to Ladoga Road

Thursday, July 07, 2022 2:14 PM

# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of <u>the latest required signature below</u> ("Effective Date") between Montgomery County Board of Commissioners (County) and City of Crawfordsville (City) (each and collectively the "Owner") and RQAW Corporation ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Extension of Purple Heart Parkway from US 231 to Ladoga Road("Project").

Engineer's services under this Agreement are generally identified as follows: <u>Preliminary Engineering Services as described in Engineer's fee proposal dated June 10, 2022.</u> ("Services").

Owner and Engineer further agree as follows:

### 1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following estimated time period: <u>on or before December</u> <u>31, 2023.</u> If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 2.01 Payment Procedures

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

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New Section 1 Page 54

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

#### 2.02 Basis of Payment

- A. Owner shall pay Engineer for Services a fee not to exceed \$293,000, distributed as shown below. The City will be responsible for 41% of Engineer's total compensation, and the County will be responsible for the remaining 59% of Engineer's total compensation.
  - For design services, a Lump Sum amount of \$283,000, per the distribution shown in Engineer's fee
    proposal. The portion of the compensation amount billed monthly for Engineer's Services will be
    based upon Engineer's estimate of the percentage of the total Services actually completed during the
    billing period.
  - For construction administration services, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any, not to exceed \$10,000.
- 2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. a fee to be negotiated the time such Additional Services are requested.

#### 3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

#### 1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

#### b. By Engineer:

- upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of

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receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

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Page 3

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

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- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. If the project is constructed, Owner shall require the general contractor to purchase and maintain general liability insurance for the Project and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance.
- N. Employment Eligibility Verification. The Engineer affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. The Engineer shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Engineer is not required to participate should the E-Verify program cease to exist. Additionally, the Engineer is not required to participate if the Engineer is self-employed and does not employ any employees. The Engineer shall not knowingly employ or contract with an unauthorized alien. The Engineer shall not retain an employee or contract with a person that the Engineer subsequently learns is an unauthorized alien. The Engineer shall require its consultants who perform work under this Agreement to certify to the Engineer that the consultant does not knowingly employ or contract with an unauthorized alien and that consultant has enrolled and is participating in the E-Verify program. The Engineer agrees to maintain this certification throughout the duration of the term of a contract with a consultant. The Owner may terminate for default if the Engineer fails to cure a breach of this provision no later than 30 days after being notified by the Owner.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services. 22-500-153-2

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### 6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 8.01 *Attachments:*

Engineer's fee proposal dated June 10, 2022

\*Remainder of this page intentionally left blank. Signatures on following page\*

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indicated on page 1. Owner: Montgomery Co. Board of Commissioners Engineer: **RQAW Corporation** By: Print name: Troy Woodruff, President Print name: By: Print name: Date: By: \_\_\_\_\_\_Print name: \_\_\_\_\_\_ Attest \_\_\_\_\_\_Print name: \_\_\_\_\_\_ Address for Owner's receipt of notices: Address for Engineer's receipt of notices: 1580 Constitution Row 8770 North Street, Suite 110 Crawfordsville, IN 47933 Fishers, IN 46038 Owner: City of Crawfordsville Print name: Mayor Todd Barton Print name: Date:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services. 22-500-153-2

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Address for Owner's receipt of notices:

300 E. Pike Street Crawfordsville, IN 47933

# Lochmueller Construction/Inspection - Purple Heart Parkway Extension Project

Thursday, July 07, 2022 2:14 PM



#### **AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into this <a href="11th">11th</a> day of <a href="July">July</a>, 2022 (the "Effective Date"), by and between Montgomery County, Indiana, acting by and through its proper officials, hereinafter referred to as CLIENT, and Lochmueller Group, Inc., hereinafter referred to as CONSULTANT.

## WITNESSETH

WHEREAS, the CLIENT desires to contract for Professional Services, and

WHEREAS, CONSULTANT has expressed a willingness to perform said services,

NOW THEREFORE, the parties hereto agree that CONSULTANT shall provide the services and documents hereinafter described, in relation to the following described project: Program Management for the Purple Heart Parkway (the "PROJECT").

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

#### SECTION I BASIC SERVICES BY CONSULTANT

The basic services to be provided by CONSULTANT under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

#### SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the CLIENT are as set forth in Appendix "B" attached hereto and incorporated herein by reference.

#### SECTION III SCHEDULE

CONSULTANT shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference. The CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from delays for causes beyond CONSULTANT's control. In addition, if the delays resulting from any such causes increase the cost or time by CONSULTANT to perform its Services in an efficient manner, CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

### SECTION IV COMPENSATION

CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

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#### SECTION V **GENERAL PROVISIONS**

#### 1.0 **WORK OFFICE**

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

#### 2.0 **SUBCONTRACTORS**

If CLIENT requests that CONSULTANT subcontract certain geotechnical services on behalf of the CLIENT, CONSULTANT agrees to do so only as an accommodation to the CLIENT and in reliance upon the CLIENT's assurance that the CLIENT will make no claim to bring any action at law or in equity against CONSULTANT as a result of this subcontracted service. The CLIENT understands that CONSULTANT is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the CLIENT shall not rely upon CONSULTANT to check the quality or accuracy of their services. In addition, the CLIENT agrees to the fullest extent permitted by law to indemnify and hold CONSULTANT harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of CONSULTANT.

#### 3.0 STANDARDS OF PERFORMANCE

- The standard of care for all professional services performed or furnished by 3.1 CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.
- 3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- 3.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.
- 3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of

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- this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.
- 3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- 3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.
- 3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.
- 3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

#### 4.0 AUTHORIZED PROJECT REPRESENTATIVES

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 5.0 OWNERSHIP OF DOCUMENTS

- All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., shall be considered as instruments of service, and shall remain the property of CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to CLIENT. CLIENT shall not reuse or make any modification to the construction documents without the prior written authorization CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the construction documents by CLIENT or any person or entity that acquires or obtains the construction documents from or through the CLIENT without the written authorization of CONSULTANT.
- 5.2 Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

#### 6.0 ELECTRONIC MEDIA

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

## 7.0 Access to Records

CONSULTANT and its subconsultants 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 (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be

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furnished if requested.

#### 8.0 **COMPLIANCE WITH STATE AND OTHER LAWS**

CONSULTANT specifically agrees that in performance of the Services herein enumerated by it or by a subconsultant or anyone acting in behalf of either, that it or they will exercise customary professional skill and care in its efforts to comply with applicable State, Federal, and Local Statutes, Ordinances and Regulations and assist the CLIENT in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

#### 9.0 ALLOCATION OF RISKS — INDEMNIFICATION

- To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.
- 9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
- 9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.
- 9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages

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(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 8.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- 9.5 CONSULTANT shall not be responsible for the means, methods and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.
- 9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.
- 10.0 RESERVED
- 11.0 STATUS OF CLAIMS

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

If disputes arise between CLIENT and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in a location mutually agreed upon by all parties. If the parties do not agree

on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in Agreement or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

#### 13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT 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 it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

- 13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.
- 13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.
- 13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.
- 13.4 Professional Liability Insurance in the amount of at least \$1,000,000 per claim and aggregate.

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\*\*ACORPORATE/PRIVATE/ACCOUNTING DATA/CONTRACTS/MONTGOMERY COUNTY/1222-2038-00H PURPLE HEART PICY PM/COUNTY/2022-06-14 AGR WITH COUNTY/DOC

122-2038-00H

#### 14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

#### 15.0 **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

#### 16.0 Non-Discrimination

Pursuant to I.C. 22-9-1-10, CONSULTANT, and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in performance of the services 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 ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

#### 17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators, and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense, or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### 18.0 **ENTIRE AGREEMENT - AMENDMENTS**

This Agreement, together with the Appendices attached hereto, constitutes the entire

MONTGOMERY COUNTY PAGE 8 OF 12 122-2038-00H agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

#### 19.0 Non-Waiver

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

#### 20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix "C" of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT's services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

#### 21.0 Force Majeure

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

#### 22.0 HAZARDOUS ENVIRONMENTAL CONDITION

- 22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- 22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity, and location.
- 22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.
- 22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable

laws and regulations.

- 22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.
- 22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

#### 23.0 NOTICES

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt requested:

If to CONSULTANT: Lochmueller Group, Inc.

6200 Vogel Road

Evansville, Indiana 47715

If to CLIENT: Montgomery County

1580 Constitution Row

Crawfordsville, Indiana 47933

#### 24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

#### 25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.
- 25.2 The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees. Also, pursuant to I.C. 22-5-1.7, CONSULTANT must execute an affidavit affirming that the CONSULTANT does not knowingly employ an unauthorized alien and confirming CONSULTANT's enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the CLIENT prior to the execution of this Agreement.
- 25.3 The CONSULTANT shall not knowingly employ or contract with an unauthorized

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- alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.
- 25.4 The CONSULTANT shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CONSULTANT that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.
- 25.5 The CLIENT may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the CLIENT.

#### **26.0** INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the CLIENT.

#### 27.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

#### 28.0 HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement

#### 29.0 Non-Collusion

The above-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

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MONTGOMERY COUNTY	LOCHMUELLER GROUP, INC.
John Frey	David A. Henkel, PE, PTOE
Commissioner	Regional Leader – Central Indiana
 Jim Fulwider	
Commissioner	
 Dan Guard	
Commissioner	
CITY OF CRAWFORDSVILLE	
 Todd Barton	
Mayor	
ATTEST:	
 Signature	

# **APPENDIX "A"**

## **PROJECT DESCRIPTION**

The project involves coordination, oversight, and management of all infrastructure improvements (roadway and utility) within the Purple Heart Parkway Extension from US 231 to Lodoga Road.

#### **SCOPE OF SERVICES**

In fulfillment of this Agreement, CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of Montgomery County, the Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA).

The CONSULTANT shall be responsible for performing the following activities:

- 1.0 CORRIDOR AND PROGRAM MANAGEMENT
  - Provide Corridor Design Management of all infrastructure improvements within the Purple Heart Parkway project area. The services to be provided include the following:
  - Oversee and coordinate all activities related to proposed infrastructure 1.1 improvements within the project area.
  - 1.2 Oversight of all other consultant design and engineering team members regarding:
    - Scope, schedule, and budget
    - Overall design, topographic survey, geotechnical investigation and engineering, utility coordination, railroad coordination, environmental documentation, water resource/stormwater permitting and land acquisition process management.
  - 1.3 Serve as the CLIENT's Representative to the design teams for issues related to technical execution and development of all current and future infrastructure projects within the project area, including deliverable reviews.
  - Coordinate with the various design consultants to develop and maintain a 1.4 schedule of activities to deliver the project.
  - Review of all previously completed studies within the project area. 1.5
  - Make services available to the CLIENT during construction of the work to 1.6 coordinate with the design consultants for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

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#### 2.0 PROJECT MANAGEMENT

Provide Project Management which shall include all internal communication and coordination; project reporting; schedule, budget, and mapping updates; etc. The services to be provided include the following:

- 2.1 Prepare Project Management Plan documenting deliverables, work tasks required and responsible personnel for each task, communication protocols, and quality assurance/quality control procedures.
- Prepare for and conduct monthly coordination and status meeting with CLIENT 2.2 for up to 30-months and provide meeting minutes within two (2) days after the meeting for review and confirmation by attendees.
- 2.3 Prepare for and provide bi-weekly written status report to the CLIENT.
- 2.4 Prepare for and conduct bi-weekly coordination meetings with individual project team leaders for up to 30 months.
- 2.5 Prepare for and conduct up to six (6) additional Stakeholder coordination meetings as directed by the CLIENT
- 2.6 Provide as needed stakeholder support to CLIENT including to the following:
  - 2.6.1 Attend up to four (4) kitchen table meetings to provide technical expertise during property owner outreach to discuss such topics as, rightof-way acquisition negotiations, or public meetings, etc.
  - 2.6.2 Design support information for use with communications by CLIENT
- 2.7 Develop, monitor, and update a master schedule in Microsoft Project that includes summary task for all individual design projects within the Project Area based on detailed schedules provided by the various design consultants.

#### 3.0 UTILITY COORDINATION (DESIGN PHASE)

- 3.1 Perform utility coordination for the roadway improvements along Purple Heart Parkway Extension in accordance 105 IAC 13 Utility Facility Relocations on Construction Contracts, which shall include performing the following tasks:
  - 3.1.1 Identify all utility facilities within the project area
  - 3.1.2 Prepare and send out Initial Notice Request
  - 3.1.3 Prepare and send out Verification Request
  - 3.1.4 Attend preliminary Field Check Meeting
  - 3.1.5 Prepare and send out Conflict Analysis Request
  - 3.1.6 Prepare and send out Work Plan Request
  - 3.1.7 Lead or facilitate meetings involving utility specific activities such as "kickoff" meetings, conflict resolution meetings and reimbursement eligibility meetings.
  - 3.1.8 Present status reports and risk reports necessary for project delivery.

- 3.1.9 Review all required contract letting documents developed by the design CONSULTANT to ensure accuracy of Utility information.
- 3.1.10 Meet face to face with utility companies to determine:
  - Utility right-of-way needs
  - Basis for reimbursement for the utility facilities if any
  - Estimate of cost to relocate the utility facilities
  - Utility schedule to relocate
  - Proposed location of relocated facilities
  - Design accommodations
- 3.1.11 Deliver the utility special provision to the design consultant to include in construction plans.
- 3.1.12 Provide with each roadway design plan submittal a revised estimate of the reimbursable utility relocation costs and prepare and process any necessary agreements between the utility and the CLIENT. Once approved, provide the CLIENT with a copy of all necessary reimbursable agreements for funding.
- 3.1.13 Attend one (1) Pre-construction Conference with the responsible agent(s) of the CLIENT and the Contactor.
- 3.1.14 Act as a liaison between utility companies and the CLIENT during construction, answering questions, interpreting plans, corresponding with utilities, and reporting the status of utility work to the CLIENT.
- 3.1.15 Provide the following items for all utilities within the area of the project via the file sharing website prior to the contract letting:
  - Utility relocation work plan
  - Utility special provision
  - Gant Chart for Utility Relocation

# 4.0 RIGHT-OF-WAY ENGINEERING

If requested, perform the following Right-of-Way Engineering for up to ten (10) parcels:

- 4.1 <u>Title Research</u> Prepare a documented title search covering an interval of time including one valid transfer of fee title beyond a twenty-year period from the date of the search and which includes all liens (taxes, mortgages, easements, recorded judgments, etc.) and any encumbrances against the property found to be of record.
- 4.2 <u>Plats and Legal Descriptions</u> Prepare a legal description, right-of-way parcel plat and other materials to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual and in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

- 4.3 Right-of-Way Staking - Set wooden stakes at right-of-way break points (and at intermediate points as necessary) to allow visual inspection of the right-of-way line(s) for the benefit of the property owner, the appraiser, and the buying agent. It is assumed that access will not be limited by landowners or crops throughout the corridor at the time of staking. The entire corridor shall be ready when staking is requested, and staking will be performed a single time.
- Right-of-Way Engineering Revisions Make modifications to legal description, 4.4 right-of-way parcel plat, plans and other materials to be used in the acquisition of right-of-way if the design is revised do to requests from either the CLIENT or property owner.
- 5.0 LAND ACQUISITION/RIGHT-OF-WAY SERVICES

If requested, perform the following Land Acquisition/Right-of-Way Services for up to ten (10) parcels:

- 5.1 Management and Supervision
  - 5.1.1 Administer, schedule, and coordinate the following activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting: meetings, conferences, and communications as appropriate with the Property Owner(s), the Relocatee(s), the Attorney(s), the Engineer(s), the Appraiser(s), the Buying Agent(s), the Relocation Agent(s), the CLIENT (CLIENT), the Indiana Department of Transportation (INDOT), and the Federal Highway Administration (FHWA).
  - 5.1.2 Deliver documentation to the CLIENT so that the CLIENT may make all arrangements to record the conveyance documents, deliver payment to each property owner, and/or to file for condemnation.
  - 5.1.3 Provide the CLIENT with executed conveyance documents (suitable for recording) and a complete negotiator file for each parcel secured through negotiations.
  - 5.1.4 Provide the CLIENT with the complete negotiator file and a recommendation for condemnation for each parcel referred to the CLIENT's Legal Counsel for condemnation.
- 5.2 Appraisal Problem Analysis - Prepare an Appraisal Problem Analysis for each parcel in accordance with the current Indiana Department of Transportation's Real Estate Division Manual at the time the services are provided. The Appraiser performing said work shall be a licensed appraiser in the State of Indiana and an approved Review Appraiser for INDOT.

- 5.3 <u>Waiver Valuation</u> Prepare a waiver valuation for each parcel as recommended by the approved Appraisal Problem Analysis. All Waiver Valuations shall be prepared in accordance with the current CLIENT's policies and procedures, INDOT Appraisal Manual, and Indiana Law. If applicable the report shall comply with the Uniform Standard of Professional Appraisal Practice (USPAP)
- 5.4 <u>Appraisal Services</u> Prepare an Appraisal for each parcel as recommended by the approved Appraisal Problem Analysis. The Appraiser shall be a licensed appraiser in the State of Indiana and an INDOT qualified Appraiser. All Appraisals shall comply with the following:
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (URA) Public Law 91-646 dated January 2, 1971 (The Uniform Act). All Appraisals must conform to Title III of the Uniform Act and appropriate Federal regulations.
  - 49 CFR (Code of Federal Regulations) Part 24; updated January 4, 2005;
     Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs; Final Rule.
  - Uniform Standard of Professional Appraisal Practice (USPAP)
  - Current INDOT Appraisal Manual at the time the appraisals are performed.
  - Indiana Law
- 5.5 <u>Review Appraisal Services</u> Prepare a Review Appraisal for each parcel as recommended by the approved Appraisal Problem Analysis. The Review Appraiser will be a licensed appraiser in the State of Indiana and an INDOT qualified Review Appraiser. The Review Appraiser shall ensure the appraisal under review shall comply with the following:
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (URA) Public Law 91-646 dated January 2, 1971 (The Uniform Act). All Appraisals must conform to Title III of the Uniform Act and appropriate Federal regulations.
  - 49 CFR (Code of Federal Regulations) Part 24; updated January 4, 2005;
     Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs; Final Rule.
  - Uniform Standard of Professional Appraisal Practice (USPAP)
  - Current INDOT Appraisal Manual at the time the appraisals are performed.
  - Indiana Law
- 5.6 <u>Buying Services</u> Complete the Buying Services for each parcel in accordance with the current Indiana Department of Transportation's Real Estate Division Manual at the time the Buying Services are performed, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (Public Law 91-

646) as amended (The Uniform Act) and the Code of Federal Regulation titled 49 CFR Part 24, and Indiana Law. The Buying Agent shall be a licensed Broker in the State of Indiana and an INDOT qualified Buying Agent.

- 5.7 Revisions and Re-Staking Right-of-Way
  - 5.7.1 Complete Revisions to the Right-of-Way Engineering & Documentation, and Right-of-Way Plans resulting from negotiations. The Revision shall be minor in nature and take less than two (2) hours to complete per parcel revision.
  - 5.7.2 Perform a one-time re-staking of right-of-way break points (and at intermediate points as necessary to allow visual inspection of the right-of-way line, if necessary) to delineate the location of the proposed permanent and temporary right-of-way lines(s) for the benefit of the property owner, the appraiser, and the buying agent, per parcel in which the right-of-way has been revised. Re-staking right-of-way shall include the removal of lathes, stakes, pins, hubs, or other physical monuments placed along the right-of-way line that are no longer valid. It is assumed that access will not be limited by landowners or crops throughout the corridor at the time of staking is to be performed. The entire corridor will be ready when staking is requested, and staking will be performed a single time.
- 5.8 <u>Condemnation Services</u> Provide expert testimony and trial preparation services as requested by the CLIENT, from the R/W Services Manager, Appraiser, Review Appraiser, Buyer, and/or Design Engineer.
- 6.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

The services not being provided under this Agreement include, but are not limited to, the following:

- 6.1 Topographic Survey Data Collection
- 6.2 Environmental Documentation
- 6.3 Permitting Services
- 6.4 Environmental Mitigation Design (if required)
- 6.5 Additional effort for Resource Agency requested field visits or the completion of any Jurisdictional Determination forms beyond those contained herein
- 6.6 Corridor and/or Regional Traffic Analysis Services
- 6.7 The following Preliminary Design Services:
  - 6.7.1 Regional Hydraulic Analysis and Drainage Assessment
  - 6.7.2 Roadway, Bridge and/or Drainage Design
  - 6.7.3 Water Design
  - 6.7.4 Wastewater/Sanitary Sewer Design

- 6.7.5 Geotechnical Investigation and Engineering
- 6.7.6 Project-Specific Utility Coordination beyond those contained herein
- 6.7.7 Corridor Public and Stakeholder Outreach/Relations
- 6.7.8 Public Information Meetings beyond those stated above
- 6.7.9 Conceptual Renderings
- 6.8 Review of Shop Drawings
- 6.9 Construction Phase Services beyond those stated above
- 6.10 Construction Administration
- 6.11 Construction Engineering/Inspection
- 6.12 Real Estate Closings
- 6.13 Recording of Conveyance Documents
- 6.14 Relocation Services

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# **APPENDIX "B"**

#### INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

The CLIENT shall furnish the CONSULTANT with the following in a timely manner so as not to delay the services of the CONSULTANT:

- 1.0 Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT's policies and decisions with respect to the CONSULTANT's services for the Project.
- 2.0 Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.
- 3.0 Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 4.0 Assist the CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including, but not limited to, the following:
  - 4.1 Previous reports and any other data relative to design or construction of the project.
  - 4.2 Available data from the transportation planning process.
  - 4.3 Utility plans available to the CLIENT.
  - 4.4 As built and other record plans for the project area.
- 5.0 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:
  - 5.1 Data prepared by or services of others and appropriate professional interpretations of such.
  - 5.2 All written views pertinent to the location and environmental studies that are received by the CLIENT.
  - 5.3 Traffic volumes, and projections,
- 6.0 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under this Agreement.
- 7.0 Furnish approvals and necessary permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 8.0 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of attorney, insurance counselor

- and other CONSULTANTs as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 9.0 Furnish all legal services as may be required for the development of the project.
- 10.0 Provide written approval of completed work phases as described in Appendix "A" of this Agreement. Accomplish reviews and provide written approvals in a timely manner.
- Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in this 11.0 Agreement or other services as required.
- 12.0 Recording of all transfer documents after the parcel is secured.
- Legal Services for the acquisition of all parcels through Eminent Domain proceedings. 13.0
- Make all payments due the Property Owner and/or to the court for condemnation 14.0 proceedings.
- 15.0 Copies of recorded transfer documents for all secured parcels and copies of all court documents on all condemned parcels necessary to ensure R/W Certification.
- 16.0 Legal Counsel or CLIENT designated agent to hear and make judgment on proposed administrative settlements and Eminent Domain proceedings.
- 17.0 The disposition of acquired improvements through auction, salvage, owner retention, etc.
- 18.0 Lease and Rental Agreements as prepared or approved by the CLIENT's attorney

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MONTGOMERY COUNTY PAGE 2 OF 2 APPENDIX "B" 122-2038-00H

# **APPENDIX "C"**

## **SCHEDULE**

No services within this Agreement shall be performed by the CONSULTANT until the CONSULTANT has received a written Notice to Proceed from the CLIENT. CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule set forth below:

- All services by the CONSULTANT within this Agreement shall be completed and 1.0 delivered to the CLIENT for review and approval. The delivery schedule for each task shall be based on a schedule mutually agreed upon by both the CONSULTANT and CLIENT.
- For the purpose of contract control, the work for the Land Acquisition/Right-of-Way 2.0 Services performed under Item 5.0 of Appendix "A" of this Agreement will be submitted by the CONSULTANT to the CLIENT for review and approval within the following approximate time periods:
  - 2.1 Appraisals and documentation within 120 calendar days after receipt of the notice to proceed with the appraisals.
  - 2.2 Review appraisals and documentation within 45 calendar days after receipt of each appraisal from the appraiser.
  - 2.3 Buying and documentation within 120 calendar days after receipt of notice to proceed with buying of each parcel.
  - 2.4 Submit Project ready for R/W Certification within 14 calendar days after the final documentation and proof of all transfer documents being recorded and proof of property owner payments have been received by the CONSULTANT from the CLIENT, and/or final documentation for condemnation is received from the CLIENT indicating funds have been deposited with the court and the County Auditor has been notified to make the transfer of property.

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# APPENDIX "D"

#### COMPENSATION

#### 1.0 AMOUNT OF PAYMENT

- The CONSULTANT shall receive payment for the services performed under this Agreement in the amount of a total fee not-to-exceed Two Hundred Sixty-One Thousand Nine Hundred Dollars (\$261,900.00) unless a modification of the Agreement is approved in writing by the CLIENT.
- 1.2 For the services required in accordance with Item 1.0 CORRIDOR AND PROGRAM MANAGEMENT of Appendix "A", funding shall be encumbered in the amount not-to-exceed \$130,900.00 for Purple Heart Parkway. The CONSULTANT shall receive payment for the work in accordance with Item 2.2.1 of this Appendix "D".
- 1.3 The CONSULTANT shall receive compensation for providing the services set forth in Item 3.0 UTILITY COORDINATION (DESIGN PHASE) of Appendix "A" on a lump sum basis in accordance with the following schedule:
- 1.4 The CONSULTANT shall receive as payment for the Right-of-Way Engineering performed under Item 4.0 of Appendix "A" of this Agreement a total fee not-toexceed \$37,000.00. The CONSULTANT shall be paid based on the specific cost per unit multiplied by the actual units of service performed, in accordance with the following schedule:
  - 1.4.2 Right-of Way Engineering (10 parcels @ \$3,000.00 each) ....... \$30,000.00

  - 1.4.4 Combined or Eliminated Parcels (0 parcels @ \$500.00 each)........... \$0.00
- 1.5 The CONSULTANT shall receive payment for the Land Acquisition/Right-of-Way Services performed under Item 5.0 of Appendix "A" of this Agreement not to exceed \$76,000.00 unless an amendment to this Agreement is approved in writing by the CLIENT. The CONSULTANT shall be paid based on the specific cost per unit multiplied by the actual units of service performed, in accordance with the following schedule:

Work Performed	Fee Per Parcel
R/W Services Management	\$1,305.00
Appraisal Problem Analysis (APA)	\$265.00
Appraising-Waiver Valuation	\$715.00
Appraising-Value Finding	\$2,050.00
Appraising-Short Form: Any Property Type (Improved or Unimproved)	\$2,970.00
Appraising-Short Form: Residential /AG (with affected improvements or total take)	\$3,330.00
$Appraising-Short\ Form:\ Commercial/Industrial/Multi-family/Special/Billboard\ (WAITT)$	\$4,765.00
Appraising-Long Form: Any Property Type (Unimproved)	\$3,585.00
Appraising-Long Form: Residential AG (Improved)	\$4,765.00
Appraising-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$11,940.00
Appraising-Excess Land Appraisal	\$690.00
Review-Waiver Valuation	\$435.00
Review-Value Finding	\$1,020.00
Review-Short Form: Any Property Type (Improved or Unimproved)	\$1,535.00
Review-Short Form: Residential /AG (with affected improvements or total take)	\$1,615.00
Review-Short Form: Commercial/Industrial/Multi-family/Special/Billboard (WAITT)	\$2,280.00
Review-Long Form: Any Property Type (Unimproved)	\$1,715.00
Review-Long Form: Residential AG (Improved)	\$2,280.00
Review-Long Form: Commercial/Industrial/Multi-family/Special (Improved)	\$5,485.00
Buying-Total/Partial Acquisition	\$2,125.00
Buying-Temporary/Access Rights	\$1,795.00
Buying Review	\$360.00
Relocation-Residential Owner/Tenant	\$4,175.00
Relocation-Business Owner/Tenant	\$4,175.00
Relocation-Personal Property Only	\$1,795.00
Relocation-Residential and Business Review	\$1,205.00
Relocation-Personal Property Move Only Review	\$460.00
Closing (Consideration under \$25,000.00)	\$1,250.00
Title Closing (Consideration over \$25,000.00)	\$5,000.00
Minor Revisions to R/W	\$655.00

The total fee for Land Acquisition/Right-of-Way Services is estimated based on the number of parcels, type of work performed for each parcel, a contingency for additional parcels and/or changes to the work type performed for each parcel, and the potential need for Condemnation Proceedings. The estimated fee is based on the following schedule:

Work Performed	Estimated Number of Parcels	Fee Per Parcel	Total
R/W Services Management	10	\$1,305.00	\$13,050.00
Appraisal Problem Analysis (APA)	10	\$265	\$2,650.00
Appraising-Waiver Valuation	2	\$715.00	\$1,430.00
Appraising-Value Finding	5	\$2,050.00	\$10,250.00
Appraising-Long Form: Residential AG (Improved)	2	\$4,765.00	\$9,530.00
Review-Waiver Valuation	2	\$435.00	\$870.00
Review-Value Finding	5	\$1,020.00	\$5,100.00
Review-Long Form: Residential AG (Improved)	2	\$2,280.00	\$4,560.00
Buying-Total/Partial Acquisition	10	\$2,125.00	\$21,250.00
Minor Revisions to R/W	2	\$655.00	\$1,310.00
Re-Staking Parcel (10 Parcels - Survey Monuments/Capped Rebar)			4,000.00
Condemnation Services (Rate estimated for Appraiser)	2 - Days	\$2,000.00	\$2,000.00
		Total	\$76,000.00

1.6 In consideration of condemnation proceedings, the CLIENT agrees to pay the Right-of-Way Manager, Appraiser, Review Appraiser, Buyer, Relocation Agent, and Design Engineer on a daily basis (or on a pro-rata basis for less than an eighthour day) the following sums:

	Pre-Trial conference and	Expert Witness
	Preparation:	Testimony in Court:
R/W Manager	\$1,200.00/Day	\$1,200.00/Day
Appraiser	\$1,000.00/Day	\$1,000.00/Day
Review Appraiser	\$1,200.00/Day	\$1,200.00/Day
Buyer	\$1,000.00/Day	\$1,000.00/Day
Relocation Agent	\$1,000.00/Day	\$1,000.00/Day
Relocation Reviewer	\$1,000.00/Day	\$1,000.00/Day
Design Engineer	\$1,200.00/Day	\$1,200.00/Day

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## 2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT shall submit invoices to the CLIENT on a monthly basis for services rendered. In no event shall the total of the CONSULTANT's invoices exceed the amount provided in Item 1.1 of this Appendix "D" without prior approval as provided elsewhere in this Agreement.
- 2.2 The CLIENT, for and in consideration of the rendering of services provided in Item 1.0 of Appendix "A", agrees to pay the CONSULTANT in the following manner:
  - 2.2.1 The method of payment for services performed under Item 1.0 CORRIDOR AND PROGRAM MANAGEMENT of Appendix "A" of this Agreement shall be Negotiated Labor Rate. The CLIENT, for and in consideration of the rendering of services agrees to pay the CONSULTANT for services performed based on the aggregate total of the actual hours of work performed by essential personnel exclusively working on this Agreement at the Negotiate Labor Rate contained in Exhibit "1" herein, PLUS direct non-salary costs as approved by the CLIENT. The CONSULTANT shall be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Agreement are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc.) as approved by the CLIENT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
  - 2.2.2 The estimated number of hours and associated not-to-exceed amounts shall not be considered a guarantee of the amounts required. If for any reason the not-to-exceed amounts are reached and the work has not been completed, the CONSULTANT may be due an increase in the number of hours and the associated not-to-exceed amounts. Any increases shall be negotiated between the CLIENT and the CONSULTANT.
  - 2.2.3 The Negotiated Labor Rates contained in Exhibit "1", which is attached hereto and incorporated herein by reference shall be valid until December 31, 2024. If for any reason the work progresses past this timeline, the CONSULTANT may be due an increase in rates due to inflationary costs for any unfinished services. Any rate increases shall be negotiated between the CLIENT and the CONSULTANT.
- 2.3 The CLIENT, for and in consideration of the rendering of services provided in Item 5.0 LAND ACQUISITION/RIGHT-OF-WAY SERVICES of Appendix "A" of this Agreement, agrees to pay the CONSULTANT in the following manner:

- 2.3.1 The CLIENT agrees to pay the CONSULTANT for the percentage of the work completed for R/W Services Management. The CONSULTANT shall not request partial payments for the remaining per-parcel fee items unless prior approval is given by the CLIENT.
- 2.3.2 The CLIENT agrees to pay the CONSULTANT the per-parcel fee times the units of work performed and accepted under this Appendix "D".
- 2.3.3 The CLIENT agrees to pay the CONSULTANT for additional work for Condemnation Proceedings pursuant to Item 1.6 of this Appendix "D".
- 2.4 The CLIENT shall pay the CONSULTANT for said invoices within thirty (30) calendar days for CONSULTANT's services. ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.

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MONTGOMERY COUNTY

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APPENDIX "D"

x/corporate/private/accounting data/contracts/montgomery county/1222-2038-00H purple heart pky pm/county/2022-06-14 agr with county.doc

122-2038-00H

# MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CRAWFORDSVILLE AND MONTGOMERY COUNTY REGARDING PURPLE HEART PARKWAY EAST EXTENSION

This Memorandum of Understanding seeks to memorialize the intention of the City of Crawfordsville (the City) and Montgomery County (the County) to provide for the design, right-of-way acquisition, construction and development of the extension of Purple Heart Parkway from U.S. Highway 231 east to Ladoga Road.

# Background

- The City and the County have collaborated in encouraging residential development in a target area which is south of County Road 150 South, west of Ladoga Road, and east of U. S. Highway 231 South;
- The City and the County believe that the construction of a new road for access will facilitate residential and other development in the target area;
- The City and the County believe that the extension of Purple Heart Parkway from U.S. Highway 231 east to Ladoga Road will facilitate development in the target area;
- The County has caused RQAW Transportation to perform and deliver an Abbreviated Engineer's Assessment of the extension of Purple Heart Parkway east of U.S. Highway 231 South;
- The City and The County have provided to Pyatt Homes letters of intent which
  indicate that the City and County will construct the east extension in order to
  facilitate certain development;
- The City has also advised Pyatt Homes that if it receives a petition for voluntary annexation, the City will serve the Pyatt site with sanitary service;
- All of the preliminary location for the extension is outside of the City territorial boundaries at this time, but the City and County anticipate that the City will receive petitions for voluntary annexation in the target area in the near future;
- The City and County desire to collaborate on the design, right-of-way acquisition, and construction of the new road project and to share the costs of the project in order to facilitate development in the target area;
- The City and County believe that their cooperation in the design, construction, financing and completion of this project is beneficial to both the City and County and to the taxpayers of the City and County, will encourage economic development in the City and County, and will provide other benefits to the traveling public;
- The City and County intend to use this memorandum to identify areas of agreement and matters which are in need of further discussion regarding the project.

# **Recitation of Preliminary Understandings**

- Design of Project. The County and City agree to coordinate the entire design of the
  project. the County and the City will be signatories in the agreement with RQAW
  Transportation to design the project and Lochmueller Group to coordinate the project.
  The City and County will collaborate on the design of the project, and both parties
  must approve the design at all phases of the design process
- 2. **Right-of-Way Acquisition:** If the parties proceed with the project, the County and City will be signatories in the agreement with the Lochmueller Group to acquire any and all rights-of-way necessary for the project, and the City and County will use their respective rights to eminent domain, if necessary, in order to secure the required rights-of-way.
- 3. **Letting of Project:** If the parties proceed with the project, the County will solicit bids for the project prior to December 12, 2023 and award the project consistent with Indiana law. If the project is not bid prior to December 12, 2023, either party may choose to bid their Phase separately. Phase 1 is identified as the City portion of the project which is approximately 2,700 lineal feet starting at 231 and proceeding east. Phase 2 is identified as the County portion of the project and is approximately 4,000 lineal feet starting at the point where Phase 1 ends and proceeds east to Ladoga Road.
- 4. Construction of Project. If the parties proceed with the project, the County and City agree to coordinate the entire construction of the project. The City and County agree that, subject to the availability of public funds and after applying to the project any READI grant funds received by them for the project, the costs of this project will be divided with the City paying for forty-one percent (41%) of the design, right-of-way acquisition, construction, project management, and other costs and with the County paying fifty-nine percent (59%) of such costs. The agreement with the contractor that is awarded the bid will be between the City, County and the Contractor and the costs will be billed directly to each party be the service providers, and each party will pay their respective share directly to the provider.
- 5. Recapture of Expenses After Annexation: If prior to 2033, the City annexes land east of Phase 1 of the project between Ladoga Road and U.S. Highway 231, the City will reimburse the County its expenses incurred on the project, after application of the READI grant funds, as follows:

The percentage of Phase 2 that is annexed, multiplied by the amount in the table listed below, for the year of the annexation until 2032.

Item	Year of Annexation	Amount Payable to County
1	2023	50%
2	2024	45%
3	2025	40%

4	2026	35%
5	2027	30%
6	2028	25%
7	2029	20%
8	2030	15%
9	2031	10%
10	2032	5%

The City will not have an obligation of reimbursement to the County if it annexes land east of Phase 1 after 2032. Any such reimbursement payment will be paid by the City to the County withing 30 days of the effective date of the annexation.

6. Nonbinding Memorandum: The purpose of this memorandum is to assist the parties in the identification of issues, areas of agreement and disagreement, and, if the parties desire, to assist them as they work toward a possible agreement regarding the project. This Memorandum is not an agreement between the parties, is not binding upon them, and it neither creates enforceable rights for the benefit of the parties nor imposes obligations upon them. This memorandum merely recites the parties' intentions to explore the possibility of an agreement.

		City of Crawfordsville, Indiana
Date:	By:	
		Todd D. Barton, Mayor
		Attest:
		Terri Gadd, Clerk-Treasurer
		Board of Commissioners of Montgomery County, Indiana
Date	By:	John Frey, President

	Attest:	
-	Jennifer Andel, Auditor	
	Jennici Indei, Iddieoi	
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