

# Agenda

Wednesday, July 13, 2022 9:08 AM

## **AMENDED AGENDA**

### **MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING**

**MONDAY, JULY 25, 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: July 11, 2022 to July 25, 2022

Accounts Payable: \$

Payroll 7/15 Claims: \$

Approve Minutes: July 11, 2022

Affirming Broom Rental Contract - Highway Department \$4,200 per/month

USI Constitution Row Concrete Pavement Rehabilitation Authorization to Proceed - \$7,000

USI 2022-2 CCMG Application & Contract Documentation Preparation Authorization to Proceed - \$14,000

#### **New Business**

Open Bids: Bridge 29, 205, 207 Deck Replacements

Approve INDOT Agreement for Mace Drainage Project

#### **Ordinances**

Introduction Ordinance 2022-24 Amendment to Speed Ordinance

#### **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

Wednesday, July 13, 2022 4:17 PM

## AGENDA MEMO

### MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING

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8 AM

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Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

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#### Consent Agenda

Approval of Claims: July 11, 2022 to July 25, 2022

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Affirming Broom Rental Contract - Highway Department \$4,200 per/month

*The highway departments current 1990 broom has malfunctioned. The broom is vital to continue to chip seal, pave, and other needs. This rental contract is \$4200 per month from Southeastern Equipment. The plan is to rent it roughly 5 months.*

USI Constitution Row Concrete Pavement Rehabilitation Authorization to Proceed - \$7,000 Fee

*USI will develop contract documents necessary for project bid.*

*A) Utilize quantities calculated in pavement assessment;*

*B) Develop technical provisions for concrete repairs and patching;*

*C) Utilize USI's standard front end documents and general conditions*

*D) Plan sheets developed in concrete pavement assessment report will be used. No additional plan sheets are anticipated.*

*2) Prepare an Engineer's Opinion of Probable Cost for recommended repairs*

*3) Assist with contract bid & provide recommendations for contract award. Plans will be distributed / advertised using bid service / plan room.*

USI 2022-2 CCMG Application & Contract Documentation Preparation Authorization to Proceed - \$14,000

*USI will provide cost estimating, CCMG application and Contract Preparation for HMA overlays.*

*Develop CCMG estimates and application for 6 road segments as shown on the attachment to the agreement.*

#### New Business

Open Bridge 29, 205, 207 Deck Replacements

*Deck Replacement of Bridges No. 29, 205 & 207: County Road 700 North over Withe Creek; County Road 950 South over Little Raccoon Creek; Brown Township and Franklin Township.*

### **Approve INDOT Agreement for Mace Drainage Project**

*Agreement for Mace Drainage Project cost share between INDOT & County. County portion of project is funded by SWIF Grant: \$466,000 ARP Grant: \$343,200. INDOT portion \$692,800 will be paid by the County and in-turn INDOT to reimburse the County the \$692,800. \*All upon Council approval of an additional appropriations request to be presented on 8-9-22\* Document to be provided.*

### **Ordinances**

#### **Introduction Ordinance 2022-24 Amendment to Speed Ordinance**

*Old Waynetown Rd should be added to the speed schedules contained in the County Code with a speed limit of 30 miles per hour, and that Schedule IV of Chapter 70 of the County Code is amended to reflect these changes in speed limits*

### **Resolution**

### **Other Business**

### **Adjournment**

# AP Claims

Wednesday, July 13, 2022 9:10 AM

# Payroll Claims

Wednesday, July 13, 2022 9:10 AM

# Minutes: July 11, 2022

Wednesday, July 13, 2022 9:10 AM

**MINUTES**  
**MONTGOMERY COUNTY COMMISSIONER MEETING**  
**MONDAY, JULY 11, 2022**

The Montgomery County Commissioners met in regular session on Monday, July 11, 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; Deputy Assessor Peggy Grayson; Health Administrator Amber Reed; EMA Director Shari Harrington; E911 Director Sherri Henry; Treasurer Heather Laffoon; Mapping Director Mike Davis; and Sheriff Ryan Needham; Commissioners Executive Assistant Lori Dossett.

**PLEDGE & PRAYER**

Board President Commissioner John Frey led the pledge of allegiance and Commissioner Dan Guard led the prayer.

**CONSENT AGENDA**

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

Accounts Payable: \$2,439,656.97

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

**OLD BUSINESS**

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

*Commissioner Guard moved to accept amendments to Ordinance 2022-23 except the 500' required distance from closest exterior wall of residence. Seconded by Commissioner Frey.* Commissioner Guard stated after hearing the input from the public hearing held at the June 27<sup>th</sup> meeting, he is proposing to strike the 500' setback for the reason that the other setbacks proposed provide adequate buffering between potential solar land use and residences.

Property Owner Seth McCloud who lives in the southern part of Montgomery County stated property owners have also met with Duke Energy and multiple families are encompassed by solar fields. The specific "soon large project, Tax Abatements". Mr. McCloud continued that he lives down the road of Matt Allen and shares his sentiment. The construction of a solar field will destroy their way of living and he is asking that the Board be respectful to people. Mr. McCloud stated he spoke to one of the Commissioners and attempted to get in touch with the other two Commissioners without success. He stated the topic needs to be discussed further and more meetings need to be held to study the actual impact on the environment and wildlife of the proposed 4,000 acres. In the 30 years of unfarmable land, they need to think down the road of what we are doing... Commissioner Frey stopped Mr. McCloud and thanked him for his words. The issue has been studied over the last several months. *Motion carried 3-0 votes in favor.*

#### **2022 Cyclical Reassessment Appraisal Bid Award**

Chief Deputy Assessor Peggy Grayson advised the Board that the one bid received by Tyler Technologies has been reviewed and her office is recommending that the bid be awarded. *Commissioner Fulwider moved to award the 2022 Cyclical Reassessment Appraisal Bid to Tyler Technologies. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

#### **Open Landfill Bids**

Attorney Dan Taylor opened the one bid received for the project from JS McCullough in the amount of \$427,064.60 and an alternate bid of \$274,204.90. *Commissioner Guard moved to take the bid under advisement for review by the engineer on the project. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

#### **NEW BUSINESS**

##### **Purple Heart Parkway Project**

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

##### **Memorandum of Understanding 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. *Commissioner Fulwider moved to approve the Purple Heart Parkway Memorandum of Understanding with the City of Crawfordsville. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

##### **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. Total Fee \$ 293,000. Attorney Taylor recommended two minor changes to the RQAW Agreement where there shall be a provision to provide insurance and paragraph 5.1 should be removed. *Commissioner Fulwider moved to approve the RQAW Corporation Design Agreement for Purple Heart Parkway. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

##### **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. Total fee not-to-exceed \$261,900. *Commissioner Guard moved to approve the Lochmueller Construction/Inspection Agreement. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

#### **OTHER BUSINESS**

Commissioner Guard reported the Tox Away Day Event was a success and 192 cars coming through.



**ADJOURNMENT**

There being no further business before the Board, *Commissioner Guard moved to adjourn. Motion passed 3-0 votes in favor.* Meeting adjourned at 8:31 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, July 25, 2022 @ 8:00 am @ Montgomery County Government Center-Room E-109.

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS:**

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John E. Frey, Board President

Attest:

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Jennifer Andel, Auditor

# Affirming Broom Rental Contract

Wednesday, July 13, 2022 4:14 PM



# EQUIPMENT RENTAL CONTRACT

SCAN →  
How'd We Do?



SALES REP # & NAME: BRIAN BELFORD / 317  
SALES REP MOBILE: (463) 203-2306

CONTRACT #  
BRANCH: 4951 West 96th. St., Indianapolis, IN 46268

Southeastern Equipment Co., Inc. (Southeastern) hereby leases the equipment listed below (Equipment) to the below named Lessee for rents and other consideration provided herein pursuant to the following terms and conditions and those contained on the attached pages.

## CUSTOMER INFORMATION

COMPANY NAME: MONTGOMERY CO HIGHWAY DEPT  
CUSTOMER #: 1366342  
CUSTOMER PO #:  
ADDRESS: 818 N WHITLOCK AVE  
CITY: CRAWFORDSVILLE  
STATE, ZIP: IN, 47933

CONTACT NAME: JAKE LOUGH  
EMAIL ADDRESS: JAKE.LOUGH@MONTGOMERYCOUNTY.IN.GOV  
CONTACT CELL: (765) 376-7291  
CUSTOMER PHONE: 765-362-2304

## EQUIPMENT

Make/Model	Equipment #	Serial #	Rental Start Date	Meter Out	Fuel Level Out	Daily Rate	Weekly Rate	Monthly Rate
2018 SUPERIOR BROOM DT74C	818955	818955	07/13/2022	906	Full Tank	\$500.00	\$1,400.00	\$4,200.00
Rental Rate Totals						\$500.00	\$1,400.00	\$4,200.00

## CONTRACT CHARGES

SITE ADDRESS:  
DELIVERY INFO:  
DELIVERY VIA: CUSTOMER TRUCK  
RENTAL TIME FRAME: Monthly Rental

RENTAL NOTES: BROOM CORE IS A CHARGEABLE WEAR ITEM.  
THE BROOM CORE DIAMETER AT RENTAL START IS 7 INCHES.  
THE CHARGE PER INCH OF DIAMETER USE IS \$200.  
CUSTOMER AGREES BY INITIALING HERE:

INSURANCE AGENT: RT INSURANCE  
INSURANCE PHONE: (765) 362-4660  
MACHINE STATED VALUE:

RENTAL RETURN DATE: RETURN METER:  
FUEL LEVEL RETURN:  
EXPECTED RETURN DATE: 11/11/2022 12:00:00 AM

DS

### Loss Damage Waiver ELECTION

by initialing, Customer chooses NOT to purchase LDW, thus accepting full responsibility for any and all losses or damage of rented equipment in accordance with this Contract. **LOSS DAMAGE WAIVER (LDW) WILL BE BILLED AUTOMATICALLY AT 15% UNLESS INITIALED. SEE ATTACHED FOR TERMS AND CONDITIONS.**

### DEMO OPTION\*:

Demo Period ( ) is ( ) is not included for \_\_\_ days where rent will be \$\_\_\_\_\_ per week according to and subject to the terms contained in provision 2.

Rental Subtotal	LDW 15%	Trucking	Fuel/Misc.	Sales Tax	Total
\$4,200.00				\$0.00	\$4,200.00

## ALL RENTALS ARE CASH IN ADVANCE

In signing below, Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract on the front and attached pages of this Contract, including the Release and Indemnification provision in Section 9.

DocuSigned by:

7/12/2022

CUSTOMER/CUSTOMER REPRESENTATIVE SIGNATURE

DATE



# EQUIPMENT RENTAL CONTRACT

1. "Customer" is identified on the front side hereof and shall expressly include any of its representatives, agents, officers or employees and any person signing this Contract on its behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto. "Site Address" listed above is the address where the equipment is to be used and kept.

2. **Rental Period.** Customer shall be charged based on the applicable Rental Period, as agreed on Page 1 of this Contract. A "Daily Rental" is for 24 hours or 8 Working Hours from the time Customer takes possession of the Equipment, whichever comes first. A "Weekly Rental" is for 7 days or 40 Working Hours from the time Customer takes possession of the Equipment, whichever comes first. A "Monthly Rental" is for 28 days or 176 working hours from the time Customer takes possession of the Equipment, whichever comes first. Use of Equipment beyond stated Working Hours will incur additional fees. Measurement of Working Hours is governed, when available, by the number of hours shown on the hour meter on the Equipment. When the Equipment does not possess a meter, or if the Equipment meter is not in working order, Southeastern shall assume and assess a rate of 8 hours a day, 7 days a week to calculate the applicable Working Hours. If Customer keeps Equipment longer than the agreed timeframe ("Holdover Period"), the rental will automatically convert to a Weekly Rental, and upon expiration of the Weekly Rental period, to a Monthly Rental, and Customer shall continue to be billed as a Monthly Rental until the Equipment is returned. During such Holdover Period, Customer shall be responsible for the then applicable rate for said Equipment, despite the agreed upon rate on Page 1 of this Contract. Rental Period begins upon Customer's receipt of equipment or Southeastern's delivery of Equipment to Site Address. Rental Period ends in accordance with the terms of section 13 below. For purposes of this section, "Working Hours" shall mean actual hours the piece of Equipment is in use by Customer. **\*If Demo Option is selected above, Customer will have the right to rent Equipment for the number of days stated at reduced or no rental fee, upon possession of Equipment for stated days in Demo Option section. Rent will be converted to a normal rental at the stated amount either stated on the contract, or if none stated, posted in the rental guide at the time of conversion from Demo.** If both selections have been made in the Demo Option section of the front page, Customer does not have Demo Option. **LDW is not available for no rental fee demo periods.**

3. Customer's rental of Equipment is conditioned upon Customer's complete agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between Southeastern and Customer upon Customer's receipt of Equipment. **Any reference in Customer's purchase order or other Customer document shall be void.** Customer shall pay Southeastern the rental rates and other charges described herein when due, return the Equipment to Southeastern as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment is and shall remain the personal property of Southeastern and shall not be affixed to any other property.

4. **Permitted Use – Customer Warranties.** Customer agrees that Southeastern has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Southeastern to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Southeastern if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if an Incident occurs; (d) Customer has received from Southeastern all information needed or requested regarding the operation of the Equipment; (e) Southeastern is not responsible for providing operator or other training unless Customer specifically requests in writing and Southeastern agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only Authorized Individuals shall use and operate the Equipment ("Authorized Individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

5. **Prohibited Use.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without providing written notification to Southeastern; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

6. **Maintenance.** The Customer shall inspect each item of Equipment delivered pursuant to this Rental within 24 hours of receipt of said Equipment. The Customer shall immediately notify Southeastern within 24 hours of receipt of any discrepancy or other flaw as to the condition of the Equipment. If the Customer fails to provide such notice in writing within 24 hours after the delivery of the Equipment, the Customer will be conclusively presumed to have accepted the Equipment in fully functional order, and any subsequent claim that the equipment was not provided in fully functional order will not be considered, and repairs will be the sole responsibility of Customer. Customer shall perform and remain responsible for daily maintenance of the Equipment during the Rental Period, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. Southeastern will complete at Southeastern's discretion manufacturer suggested scheduled routine maintenance at manufacturer specified service intervals unless Southeastern does not have adequate access to or notice of hour meter readings for Equipment while Customer possess Equipment. Adequate access shall mean access to the Equipment within 40 hours of scheduled service interval during normal business operations and Equipment is no more than 100 miles from a Southeastern location. If adequate access is not provided, Customer is liable for all manufacturer scheduled service intervals. Adequate notice of hour readings shall be ten (10) calendar days notice via email or telephone communication to the closest (in relation to the current equipment location) Southeastern Service Manager prior to the Equipment reaching an hour reading requiring manufacturer scheduled service intervals.

All other maintenance or repairs may only be performed by Southeastern, but Southeastern has no responsibility during the Rental Period or Demo Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Southeastern determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed by Southeastern. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Southeastern has the right to enter and inspect the Equipment wherever located, at any time. Customer has the authority to and hereby grants Southeastern the right to enter the physical location of the Equipment for the purposes set forth herein. Southeastern shall be responsible for repairs needed because of Ordinary Wear and Tear. **Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Southeastern's breach of this Contract, and Southeastern shall not be responsible for any delays in service or other costs associated with necessary repairs to Equipment.** Notwithstanding Southeastern's service commitment, Southeastern shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

7. **Customer Liability- Assumption of Risk.** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND

OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. Customer is responsible for and will only permit properly trained, authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the Equipment. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Southeastern immediately. **Misuse of the Equipment, using damaged or malfunctioning Equipment, or improperly trained or impaired personnel's use of Equipment may result in serious bodily injury or death.** In the event of an Incident, as defined below, Customer shall (a) immediately notify Southeastern, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Southeastern or its agents investigate; (c) immediately submit to Southeastern copies of all police or other third party reports; and (d) as applicable, pay Southeastern, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the replacement cost for like equipment in good repair at current market prices of the lost or destroyed Equipment ("lost" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Southeastern shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident. "Incident" shall include any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment.

8. **No Warranties.** Southeastern does not design or manufacture the Equipment and is not the agent of the party(ies) that do. SOUTHEASTERN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SOUTHEASTERN. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SOUTHEASTERN FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SOUTHEASTERN'S OBLIGATIONS HEREIN.

9. **Release and Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SOUTHEASTERN HARMLESS AND AT SOUTHEASTERN'S REQUEST, DEFENDS SOUTHEASTERN (WITH COUNSEL APPROVED BY SOUTHEASTERN), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **Insurance.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 9 (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the replacement cost thereof, unless REP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway.

Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Southeastern as an additional insured (including an additional insured endorsement) and loss payee, and provide for Southeastern to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Southeastern with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Southeastern's request. Upon written request by Southeastern, Customer will provide Southeastern with a complete copy of any and all insurance policies applicable under this section. To the extent Southeastern carries any insurance, Southeastern's insurance will be considered excess insurance. THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.

11. **LOSS DAMAGE WAIVER (LDW). LDW IS NOT INSURANCE;** it is merely a waiver of certain claims of Southeastern for loss of or damage to the Equipment. The current estimate of the LDW charge is shown on the front of this rental agreement. This charge may change if you extend or shorten the duration of your rental or if you add equipment to the rental. If Customer purchased LDW, Customer will have no liability to Southeastern for physical damage to the applicable Rented Item(s), except that you will remain liable to Southeastern in all events for damage to or loss of the Equipment up to the LDW deductible amount of \$750 and for losses exceeding 325,000 (maximum coverage unless preapproved by EPG and written approval is attached to this Agreement), as well as for damage or loss caused in whole or in part by: (i) Customer's breach of any provision of this Contract; (ii) malicious or illegal acts by Customer; (iii) improper maintenance of Equipment; (iv) improper use of the equipment including exceeding rated load capacity; (v) ingestion of foreign bodies; and (vi) gross abuse or neglect by the Customer. Customer is responsible for reporting damage or loss immediately to Southeastern and if Customer fails to report within a timely manner, Customer may be liable for the total loss. Customer assumes the Exclusion risks, meaning that if any Exclusion under LDW occurs, the LDW does NOT cover the loss, theft, damage or destruction resulting from such Exclusion, and Customer shall remain responsible for the full amount of the loss. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (a) due to intentional misuse; and (b) accessories, which are not being charged the LDW fee. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE LDW.

12. **Subrogation.** Southeastern shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Southeastern all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Southeastern whatever documents are required and take all other necessary steps to secure in Southeastern such rights.





## EQUIPMENT RENTAL CONTRACT

13. **Rental Rate.** The total charges specified in this Contract are designated either by daily, weekly, or monthly rental, however, the rate is based on a maximum number of hours a machine may log for each period and overage charges may apply for Equipment returned with more than permitted working hours for Rental Period. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for excess hours; (ii) delivery and pickup costs to and from the originating branch location, or, if permitted by Southeastern in writing, to the nearest branch to the physical location of the Equipment; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if deemed necessary by Southeastern; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed at the then posted rate (designed to cover Southeastern's direct and indirect costs of refueling the Equipment)); (vii) DEF used during the Rental Period (Customer may either return the Equipment with full DEF levels or a DEF charge will be assessed at the then posted rate); and (viii) fines for use of dyed diesel fuel in on-road Equipment. The convenience charge for off road diesel fuel does not include state motor fuel taxes.

14. **Payment.** Customer shall pay amounts due, without any offsets, in full at the time of execution of this Contract, unless Southeastern approves Customer's executed credit application (credit customers must pay, upon receipt of Southeastern's invoice). Customer must notify Southeastern in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Southeastern's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Southeastern to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

15. Return of Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours, provided Customer has otherwise complied with this Contract. Southeastern may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Southeastern in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Southeastern confirms that the Equipment is returned in the condition required herein. If Southeastern delivered the Equipment to Customer, Customer shall notify Southeastern that the Equipment is ready to be picked up at the Site Address; provided Customer remains liable for any loss of or damage to the Equipment until Southeastern confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges from the date the pickup has been requested, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays, and Saturday pickups are dependent on specific Store hours and availability. If Southeastern is unable to comply with a weekend pickup request, Southeastern reserves the right to charge Customer for weekend rental charges if Customer fails to request pickup by noon on Friday, prior to said weekend. If Customer picked up Equipment, Customer shall return Equipment to the same Store address that Store's normal business hours. If the Equipment is not returned when scheduled, Customer agrees to pay the applicable rental rate for the Equipment until the Equipment is returned. Customer is liable for all freight charges associated with this Rental Agreement.

16. **Default.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding; or goes into receivership; (d) places the Equipment at risk if Southeastern, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Southeastern's demand; or (f) fails to default under any other contract with Southeastern. If a Customer default occurs, Southeastern shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Southeastern's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or failure to return Equipment by the end of the Rental Period may be considered a criminal offense. Customer shall be liable for criminal prosecution and civil liability when permitted, pursuant to applicable law. Customer shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SOUTHEASTERN FOR SUCH REPOSSESSION.**

17. LIMITATION OF SOUTHEASTERN'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT SOUTHEASTERN'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SOUTHEASTERN'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

18. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

19. Compliance with Export and Import Laws. Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract.

20. **Miscellaneous.** If this Contract identifies any Equipment that is to be purchased by Customer other than in the Purchase Option, Southeastern shall sell and deliver such Equipment to Customer on or before 15<sup>th</sup> day of the month of May, 2015, and without any warranties (other than the manufacturer warranties, if any) and Southeastern shall retain title to the Equipment until Customer has paid the Contract Price in full. This Contract, together with any Customer-initiated credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. The parties expressly and irrevocably agree: (a) this Contract including any related tort claims shall be governed by the laws of Ohio, without regard to any conflicts of law principles; and (b), if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Southeastern's lenders) who have rights in the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Southeastern to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.

**OFFICE USE ONLY**

[illegible]

# Constitution Row Contract Preparation

Monday, July 18, 2022 8:54 AM

APPENDIX "E"

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## AUTHORIZATION TO PROCEED FORM

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MONTGOMERY COUNTY ON-CALL ASSIGNMENT

DATE: 06-28-2022

NAME OF PROJECT: Constitution Row Concrete Pavement Rehabilitation

LOCATION OF PROJECT: Constitution Row, Crawfordsville, IN

PROJECT DESCRIPTION: Contract Preparation for Concrete Pavement Rehabilitation Project

PROJECT SCHEDULE: November 2022 Bid Date

PROJECT LSUM FEE: \$7,000

PROJECT SCOPE: \_\_\_\_\_

1) Develop contract documents necessary a project bid.

A) Utilize quantities calculated in pavement assessment

B) Develop technical provisions for concrete repairs and patching

C) Utilize USI's standard front end documents and general conditions

D) Plan sheets developed in concrete pavement assessment report will be used. No additional plan sheets are anticipated.

2) Prepare an Engineer's Opinion of Probable Cost for recommended repairs

3) Assist with contract bid & provide recommendations for contract award. Plans will be distributed / advertised using bid service / plan room.

Authorized by: \_\_\_\_\_

MONTGOMERY COUNTY OFFICIAL NAME (SIGNATURE): \_\_\_\_\_

MONTGOMERY COUNTY OFFICIAL NAME (PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

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

V2021-02

Appendix "E" - Page 1 of 1

# USI 2022-2 CCMG Application & Contract Document Prep

Friday, July 22, 2022 8:20 AM



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## AUTHORIZATION TO PROCEED FORM

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MONTGOMERY COUNTY ON-CALL ASSIGNMENT

DATE: 07-14-2022

NAME OF PROJECT: 2022-2 CCMG Application and Contract Document Preparation

LOCATION OF PROJECT: Six (6) sites in various areas of Montgomery County

PROJECT DESCRIPTION: Cost estimating, CCMG application and Contract Preparation for HMA overlays

PROJECT SCHEDULE: Application by August 15, 2022, Contract Documents by November 15, 2022

PROJECT LSUM FEE: \$14,000

PROJECT SCOPE: \_\_\_\_\_

1) Develop CCMG estimates and applications for the 6 road segments shown in attachment

A) Includes one site visit to determine level of patching necessary (approximate % of pavement area)

B) Develop spreadsheet tool for quantity estimating that can be used by Montgomery County staff in the future

C) Create individual estimates for each segment

D) Assist county staff in utilizing iTAP to upload CCMG application

2) Develop standard details on 8 1/2 x 11 for use in contract documents, including future contract documents

3) Develop standard front-end documents and technical specifications that can be used by county staff in the future. No drawings. Includes one site visit with Montgomery County staff to identify passing/no-passing zone areas. Does not include the development of specific plan sheets for each road segment.

4) Assist with contract bid & provide recommendations for contract award. Contract documents will be distributed / advertised using bid service / plan room.

Authorized by: \_\_\_\_\_

MONTGOMERY COUNTY OFFICIAL NAME (SIGNATURE): \_\_\_\_\_

MONTGOMERY COUNTY OFFICIAL NAME (PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

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

V2021-02

Appendix "E" - Page 1 of 1

Road Name	TO	FROM	Length	ADT	Reasoning
500 South	47	231	2	549 avg. between 2 sections	New Market School
100 West	500 S	New Market City Limits	0.7	649	New Market School
500 East	47	300 N	0.4		Sugar Creek School
200 East	Elmore Street	150 S	1	1545	Thorough Fair
Traction Road	City Limit	400 E	1.5	344	
300 South	231	47	1.1	652	Completed on both sides of this section

# Open Bridge Deck Replacements

Wednesday, July 13, 2022 4:20 PM

## ***NOTICE TO BIDDERS***

Notice is hereby given that the Board of Commissioners of Montgomery County, Indiana; hereinafter referred to as the *OWNER*, will receive sealed bids for the following project:

***Deck Replacement of Bridges No. 29, 205 & 207  
County Road 700 North over Withe Creek  
County Road 950 South over Little Raccoon Creek  
Brown Township and Franklin Township  
Montgomery County, Indiana***

Proposals may be forwarded individually by registered mail or delivered in person, addressed to the Montgomery County Highway Director, 818 N Whitlock Ave., Crawfordsville, IN 47933 prior to 2:30 p.m., July 22, 2022. Bids received after the 2:30 p.m. deadline will not be considered but will be returned to the bidder unopened. Only proposals from those *CONTRACTORS* who are registered on the Indiana Department of Transportation's current listing of Prequalified Contractors for item D(A) "Bridges: Highway Over Water" will be considered. Any bids submitted by *CONTRACTORS* not approved for this item on the list will be returned to the bidder unopened.

All proposals will be considered by the *OWNER* at the Montgomery County Board of Commissioner's meeting held at 1580 Constitution Row, Crawfordsville, IN 47933, and opened and read aloud at 8:00 a.m. local time, July 25, 2022.

The work to be performed and the proposals to be submitted shall include a bid for all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project.

All materials furnished and labor performed incidental to and required by the proper and satisfactory execution of the contracts to be made, shall be furnished and performed in accordance with requirements from the drawings and specifications included in these documents. Plans, Specifications and bidding documents may be obtained from Eastern Engineering per the options and prices listed on the Order page. These sets may include full-size drawings. All payments and costs of Contract Documents are non-refundable. Plans and specifications may be acquired at the following website or by contacting Eastern Engineering directly on or after June 13, 2022:

<http://distribution.easternengineering.com>

or

Eastern Engineering  
9901 Allisonville Road  
Fishers, IN 46038  
Phone 317-598-0661  
Fax 317-598-0630

Each proposal must be enclosed in a sealed envelope with the supplied sealed bid notice, bearing the title of the project, bid opening date and the name and address of the bidder firmly attached. The proposal shall be accompanied by a certified check or acceptable ***Bidder's Bond***, made payable to the Montgomery County Auditor, in a sum of not less than ***ten percent*** of the total amount of the proposal, which check or bond will be held by the said Montgomery County Auditor as evidence that the bidder will, if awarded a contract, enter into the same with the *OWNER* upon notification from him to do so within ten days of said notification. Failure to execute the contract and to furnish performance bond to Montgomery County, Indiana, will be cause for forfeiture of the amount of money represented by the certified check, or bidder's bond, as and for liquidated damages. Form 96, as prescribed by the Indiana State Board of Accounts, shall be properly completed, and submitted with bid proposals.

Proposals may be held by the Board of Commissioners for a period not to exceed ninety (90) days from the opening date.

The successful Contractor will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract price within ten (10) days after award of contract and a two (2) year Maintenance Bond in the amount of thirty percent (30%) of the contract price prior to completion and final payment of the contract.

No Contractor may withdraw their proposal within ninety (90) days after the opening date.

The Board of Commissioners reserves the right to reject any or all proposals, to waive technicalities or irregularities therein, to delete any item or items and to award a contract on the proposal that in their judgement is the most advantageous to Montgomery County.

BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, INDIANA

# INDOT Agreement - Mace Drainage Project

Friday, July 22, 2022 10:06 AM

Agreement for Mace Drainage Project cost share between INDOT & County. County portion of project is \$343,200. INDOT portion \$692,800. Document to be provided.

# Intro: Ord 2022-24

Wednesday, July 13, 2022 4:19 PM

# **Montgomery County Board of Commissioners**

## **Ordinance 2022-24**

### **An Ordinance Amending the Speed Limit on Old Waynetown Rd**

WHEREAS, the Board of Commissioners periodically review speed limits in order to promote traffic and pedestrian safety; and

WHEREAS, as a result of these reviews, the Board has identified the need to add Old Waynetown Rd to the speed schedules contained in the County Code; and

WHEREAS, the Board also finds that Old Waynetown Rd should be added to the speed schedules contained in the County Code and that the speed limit should be 30 miles per hour.

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that Old Waynetown Rd is hereby added to the speed schedules contained in the County Code with a speed limit of 30 miles per hour, and that Schedule IV of Chapter 70 of the County Code is amended to reflect these changes in speed limits.

IT IS FURTHER ORDAINED that the County Highway Superintendent shall post the appropriate signs in order to notify all persons of the new speed limit, and this new speed limit will become effective as soon as new speed limit signs are posted.

IT IS FURTHER ORDAINED that all other provisions of Schedule IV of Chapter 70 of the County Code which are not expressly amended by this ordinance will remain in full force and effect.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Montgomery County  
Board of Commissioners:

\_\_\_\_\_  
John Frey, President

\_\_\_\_\_  
James D. Fulwider, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest: \_\_\_\_\_  
Jennifer Andel, Auditor



#### **SCHEDULE IV. SPEED LIMITS.**

**(A)** A person who drives any type vehicle in the county shall obey all posted speed limits on all roads.

**(B)** Any person who violates posted speed limits commits a Class C infraction.

<i><b>Road</b></i>	<i><b>Location</b></i>	<i><b>Speed Limit</b></i>
All county school zones		30 mph
All public roads in Eastern Acres subdivision		20mph
Black Creek Valley Road		30 mph
Bowers Road	From CR 1000 east to CR 900 east	30 mpb
Brenda Avenue		20mph
Bruce Street		30 mph
Cadillac Drive		30mph
Campbell Street		20mph
Center Lane		20mph
College Street		30mph
Concord Road	From baseline north (U.S. 231) to CR 400 north	40mph
Country Club Court		30 mph
Country Club Road		30 mph
CR 50 South	From Schenck Road to Country Club Road	30mph
CR 100 West	From Crawfordsville City limits to CR 1100 North	40mph
CR 100 West	From SR 234 West to CR 700 South	35 mph
CR 150 South	From Ladoga Road to Nucor Road	35 mph
CR 150 South	From Ladoga Road to SR 47	30mph
CR 225 West	From 700 South to SR 234	35 mph
CR 225 West	From Black Creek Valley Road to County Club Road	45mph
CR 275 West	Between Old SR 55 and SR 136	35mph
CR 275 West	From CR400 South to CR450 South	40mph
CR 300 South	Between SR 47 and Keller Road	40mph
CR 300 South	From US 231 to SR 47	30 mph
CR 300 South	From US 231 east to Ladoga Road	45 mph
CR 300 South	CR 830 west and CR 1000 West (County Line Road and Mountain Road)	35 mph
CR300 North	From CR 100 West to CR 200 West	35 mph
CR325 West	From SR 32 west to CR 300 south	40mph

CR 400 North	From SR 231 to Old 55	40mph
CR400 South	From SR 47 south to CR 275 west	40mph
CR400 South	Between SR 231 and CR 200 East	40mph
CR400 South	Between SR 47 and US 231 South	45mph
CR 400 East	From SR32 East to Traction Road	30 mph
CR400 West	From SR32 West to SR 136 West	45mph
CR 400 West	From CR 450 South to CR 600 South	40mph
CR425 East	From SR32 to SR136	40mph

CR450 South	From CR 275 west to CR 400 west	40mph
CR 500 N011h	From CR 275 east to Darlington City limits	40mph
CR 500 South	From State Road 136 East to CR 500 east	40mph
CR 500 South	From CR 500 east to Ladoga Road	40 mph
CR 550 East	From U.S. 136 to south to CR 500 south	30mph
CR 550 North	From U.S. 231 to CR 275 east	50mph
CR 550 South	From State Road 47 to Lancaster Dr.	35 mph
CR 570 North	From 450 east to 500 East	35 mph
CR 600 South	From SR 47 to CR 400 west	40 mph
CR 600 South	From US 231 to New Market city limits	40 mph
CR 600 South	From west New Market city limits to SR 47 West	40mph
CR 625 East	From SR 47 to SR 32	40 mph
CR 700 East	From Darlington city limits to CR 575 north	40mph
CR 700 East	From CR 575 north to CR 1200 north	50 mph
CR 700 South	From CR 100 West to CR 225 West	
CR 750 West	From CR 1150 south to county line	30 mph
CR 750 West	From SR 47 to CR 1000 South	30mph
CR750 South	From County Line to CR 950 West	40mph
CR 800 South	From SR 234 to CR 950 west	40mph
CR 950 West	From CR 800 south to CR 750 south	40mph
CR 750 South	From CR 950 to Montgomery County Line	40 mph
CR 950 East		40mph
CR 950 West	From CR 800 South to CR 750 South	40mph
CR 975 East		40mph
CR 1000 East	North of US 32	40mph
Division Road	From CR 400 west to CR 600 west	40mph
Garden Street		30mph
Glen Way Drive		30mph
Ladoga Road	From CR150 south to CR 200 south	45mph
Ladoga Road	From CR 200 south to CR 400 south	50 mph
Ladoga Road	From CR 400 south to Nucor Road	40 mph

Ladoga Road	From CR 500 south to Garden Street	50mph
Little Turtle Trail		20mph
Meahme Trail		20mph
Nucor Road	From U.S. 32 south to CR 500 south	45 mph
Oak Hill Road	From city limits of Crawfordsville To Old State Road 55	30mph
Old Oak Hill Road		30 mph
Old Waynetown Road		30 mph
Placid Place		20 mph
Pleasant Run		20 mph
Rock River Ridge Road		30 mph
Stoneybrook Lane	Stone Crest Subdivision	30mph
Traction Road	Base line east	30mph
Tranquil Trail		20 mph
Wade Court	Stone Crest Subdivision	30mph
Weemiak Trail		20mph
Willowbrook Road		30 mph

(Ord. passed 10-20-98; Ord. passed 10-20-98; Ord. 98-8, passed 12-15-98; Am. Ord. passed 11-23-99;

Am. Ord. passed 12-7-99; Am Ord. passed 12-7-99; Am. Ord. passed 12-5-00; Am. Ord. passed 12-1900; Am. Ord. passed 12-11-01; Am. Ord. passed 12-28-01; Am. Ord. passed 4-9-02; Am Ord. passed 5-

28-02; Am Ord. passed 8-12-03; Am. Ord. passed 1-14-03; Am. Ord. 2005-11, passed 4-12-05; Am. Ord.

2006-04, passed 1-10-06; Am. Commissioners Ord. 2008-12, passed 7-28-08; Am. Commissioners Ord.

2008-14, passed 8-25-08); Am. Commissioners Ord. 2009-7, passed 9-14-09. Am. Commissioners Ord.

2012-5, passed 11-24-14. Am. Commissioners Ord. 2014-5, passed 11-24-14. Penalty, see§ 10.99; Am Commissioners Ord. 2106-18, passed 6-27-16. Am. Commissioners Ord. 2019-2, passed 1-4-19. Am. Commissioners Ord. 2019-9, passed 4-8-19. Am. Commissioners Ord. 2019-12, passed 4-8-19. Am Commissioners Ord. 2020-\_, passed 1-11-21.