

DELAWARE COUNTY COMMISSIONER'S MEETING
Monday, March 18th, 2024 @ 9:03 A.M.
In the Commissioners' Courtroom at:
100 W. Main St. Room 309A
Meetings will also be live streamed via the
Delaware County, Indiana Government Facebook Page
[Comments may be made to the Commissioners via their email at
commissioners@co.delaware.in.us*]*

ORDER OF BUSINESS

CALL TO ORDER:

PLEDGE TO FLAG:

ROLL CALL:

Mr. Shannon Henry

Mr. James King

Ms. Sherry Riggan

Mr. John Brooke, County Attorney

Mr. Ed Carroll, Auditor

Commissioner King thanked all the public safety officers that went to Selma on Thursday night for that tragic incident. He asked EMA director John Coutinho to provide a brief update. (See documents below)

Mr. John Coutinho Director of EMA stated on Thursday March 14th at 5:14 p.m. is when his office saw the tornado watch issued. 7:21p.m. is when National Weather Service issued a warning for our county and 2 minutes later the siren sounded. National Weather Service listed the tornado time at 7:37pm. At 8:00 pm is when we had a fully staffed activated EOC. Commissioner Henry was in attendance with Chief Deputy Stanley, EMA volunteer group, EMS, Indiana Michigan Power, Delaware County Highway, Muncie Police Department, City Street Department, my staff and myself were all in the EOC working together to mitigate the situation that we had in hand. A preliminary structure damage report (see below) from our guys who went out Friday morning with a drone noted 6 destroyed structures, 13 major damages, 14 minor damages, 32 affected and 58 total hail damage reports from the public. A preliminary report showed there were 29 MPD officers, 27 Delaware County Sheriff's officers, 6 Gaston, 1 Daleville, 9 Eaton, 3 Albany, and 7 officers from Selma, which leaves a total of 82 officers that reported to Selma to help in the recovery efforts.

Mr. Mike Ashley, Director of County EMS gave a huge thank you to all the EMS agencies, police, fire, county highway department, and elected officials that helped with the tornado. He also thanked Gaston, Daleville, Eaton, and Muncie Fire for all coming together as quickly as they did. Captain Larry Krauss who was also in contact with us went straight to the station and did a full recall of our department. Within 20 minutes besides our normal staffing for 911, we had enough people to staff three additional ALS ambulances, our task force trailer which is a mass casualty trailer that can take care of about 100 people and the district box truck.

Commissioner Kings also thanked the smaller towns, the city, and Muncie Sanitary District for loading up equipment to go out there and help clean up the area. Wapahani Raiders won semi-state Saturday

and the parents should be very proud of these young men. They won Saturday night and then was out in their area cleaning up the next day.

Commissioner King asked Attorney John Brooke to prepare a declaration for emergency for that area.

MOTION: Commissioner Henry made a motion to adopt a disaster declaration

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

APPOINTMENT(S):

Visitors Bureau – Hedi Hale

MOTION: Commissioner Riggin made a motion to approve Hedi Hale for the Visitors Bureau.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

TABLED BUSINESS:

Approval of Minutes – Commissioner Meeting February 5th, 2024

MOTION: Commissioner Henry made a motion to keep February 5th minutes tabled due to just receiving them that morning.

SECOND: Commissioner

YEAS: Commissioner Henry, Commissioner Riggin, President King

Approval of Minutes - Commissioner Meeting February 20th, 2024

MOTION: Commissioner Henry made a motion to keep February 20th minutes tabled due to just receiving them that morning.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

APPROVAL OF MINUTES:

Commissioners Meeting March 4th, 2024

MOTION: Commissioner Henry made a motion to table March 4th minutes due to just receiving them that morning.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Commissioners and Attorney John Brooke had a discussion about what the minutes of the meeting need to consist of. They need to be a brief summary of the motion being made.

CONTRACTS OR AGREEMENTS FOR APPROVAL:

LPA – Consulting Contract – Angie Moyer

Ms. Angie Moyer presented a contract for a full-time construction inspection service for bridge 193 located on located on Memorial Drive at White River. They are doing a superstructure replacement.

The contract is not to exceed amount of \$514,000 with an 80% reimbursement, so our local match is \$102,800.

MOTION: Commissioner Henry made a motion to approve the PLA Consulting Contract

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 3/18, 2024 ("Effective Date") by and between Delaware County Board of Commissioners, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and United Consulting Engineers, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana].

Des. No.: 2100088

Project Description: Rehabilitation of Bridge #193 – Memorial Drive over White River

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment I and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 47 weeks. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **five hundred and fourteen thousand dollars (\$514,000.00)**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, 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, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, 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.

The LPA 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 LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Angela Moyer
County Project Director, ERC
7700 E Jackson
Muncie, IN 47302

Notices to the CONSULTANT shall be sent to:

Mr. Michael A. Rowe, PE - President
United Consulting
8440 Allison Pointe Blvd., Ste 200
Indianapolis, IN 46250

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
- Angela Moyer
County Project Director, ERC
7700 E Jackson
Muncie, IN 47302
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
United Consulting

LOCAL PUBLIC AGENCY
Board of Commissioners, Delaware
County, IN

Signature and Date:

Michael Rowe 03.11.24
Michael A. Rowe, PE - President

Chris R. Pope 3/11/2024
Chris R. Pope, PE – Senior Vice
President

Signature and Date:

James King 3/18/24
James King, President

Sherry Riggin 3/18/24
Sherry Riggin, Vice President

Shannon Henry 3/18/24
Shannon Henry, Member

Attest:

Edward E. Carroll, Jr. 3/18/24
Edward E. Carroll, Jr., County Auditor

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide a full-time Resident Project Representative, Inspectors, Engineering Support, Clerical, and Accounting personnel as required.

The qualifications of personnel provided by the CONSULTANT are subject to approval by the LPA and INDOT.

The Resident Project Representative will take direction from and report to the INDOT Area Engineer and the LPA's Project Coordinator on all matters concerning contract compliance and administration.

B. Description of Services

1. Review the Contractor's construction schedule and provide the LPA with documentation concerning acceptability.
2. Review Contract documents, verify existing site conditions, attend pre-construction conferences, organize progress meetings, and any other job conferences as required and provide a written record of the meeting minutes.
3. Serve as the project liaison by working principally through the Contractor's field Superintendent or other designated authority. Deviations from the plans or specifications will be reported to the appropriate LPA or INDOT representative.
4. Obtain from the Contractor a list of proposed suppliers and sub-contractors and obtain sufficient information for the proper execution of work.
5. Furnish equipment necessary to sample and test materials in accordance with the frequency of sampling requirements.
6. Obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
7. Shop and Falsework Drawings:
 - a. Document submittals and check for completeness, then forward to the proper personnel for review and approval. Forward approved documents and maintain copies within the contract file.
 - b. Check construction for compliance with the approved drawings and specifications and alert the Contractor of materials or equipment which are not approved for their intended use. Advise the LPA or INDOT when submissions will not be approved or when it is necessary to disapprove work.
8. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections of the work for conformance with plans and specifications
 - b. Provide the necessary testing of materials as prescribed by the frequency of testing manual.
 - c. Accompany authorized visitors to the project and provide a detailed report of the site visits.
9. Collaborate with the Engineer of Record with suggestions for modifications to the project drawings and/or specifications.

10. Records:
 - a. Prepare and maintain at the jobsite orderly files of relevant project documentation including a diary recording pertinent project information.
 - b. Maintain a set of record as-built drawings and prepare the appropriate information necessary to complete a Final Construction Record.
11. Furnish as required, reports associated with the execution of the project work.
12. Prepare and submit for processing, periodic progress estimates related to payment with the Contractor.
13. The CONSULTANT representatives will regulate their work week to generally conform to the Contractor's hours.
14. The Contractor shall be responsible for all safety on the project in accordance with INDOT Standard Specification 107.08. The CONSULTANT shall not be responsible for supervising, directing or controlling the work of the Contractor or their sub-contractors.
15. The CONSULTANT acknowledges and agrees that any firm or individual associated with the CONSULTANT cannot accept or perform any work for the Contractor, material suppliers or subcontractors on this project.
16. Changes to the project:
 - a. Review the claim and compare with approved contract documents
 - b. Determine the validity of the claim
 - c. Determine the work elements and costs associated with the claim
 - d. Review supporting documentation necessary to perform the changes
 - e. Determine cost and schedule impacts and method of payment
 - f. Determine impacts of change to project funding limitations
 - g. Submit to INDOT Area Engineer, LPA Representative and Designer of Record
 - h. Receive documented approval from INDOT, LPA, and Designer of Record
 - i. Input approved Change Order into Site Manager
 - j. Any approved changes to the project that impact the total project cost or extend the project schedule shall be considered a substantial change to the scope of work in accordance with Section 6 of this LPA-Consulting Contract

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Standard Specifications and standard drawings applicable to the project
2. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
3. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the Greenfield District Office of INDOT within forty-five (45) calendar days after the contractor's last day of work or receipt of all necessary paperwork from the Contractor, whichever is later.

The Inspection budget was based on the following project schedule:

INDOT Contract Letting Date: July 10, 2024

Start of construction on or after September 7, 2024

Shutdown: December 21, 2024 through January 4, 2025

Construction completion date of July 5, 2025

Notice of Termination (NOT) on or after November 30, 2025

Should these schedule dates be reduced or increased or additional man-hours be required, the contract shall be modified accordingly.

The CONSULTANT will be prepared to begin the work under this agreement within five (5) days after letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

- 1) Pre-construction minutes written and distributed for concurrence, five (5) days after the pre-construction meeting is held.
- 2) Amended Final Construction Record as necessary to meet requirements of the Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Planting acceptance or Notice of Termination filing.

APPENDIX "D"

Compensation:A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$514,000**, unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

<i>United Consulting Hourly Rates</i>				
	Classification	Yearly Escalation		
		2024	2025	2026
1	Department Manager	\$ 268.03	\$ 281.43	\$ 295.50
2	Field Operations Team Leader	\$ 218.55	\$ 229.48	\$ 240.96
3	Field Operations Manager	\$ 178.66	\$ 187.59	\$ 196.97
	Field Operations Manager - OT	\$ 202.06	\$ 212.16	\$ 222.77
4	Construction Manager 1	\$ 158.77	\$ 166.71	\$ 175.05
	Construction Manager 1 - OT	\$ 179.57	\$ 188.55	\$ 197.97
5	Construction Manager 2	\$ 122.54	\$ 128.67	\$ 135.10
	Construction Manager 2 - OT	\$ 138.59	\$ 145.52	\$ 152.80
6	Construction Manager 3	\$ 106.43	\$ 111.75	\$ 117.33
7	Construction Manager 3 - OT	\$ 120.36	\$ 126.38	\$ 132.70
8	Intern	\$ 80.17	\$ 84.18	\$ 88.39
	Intern - OT	\$ 90.67	\$ 95.20	\$ 99.96

<i>Resolution Group, Inc.</i>			
	Classification	Yearly Escalation	
		2024	2025
1	Construction Inspector	\$ 111.10	\$ 116.32
	OT	\$ 128.39	\$ 134.42
2	Non-Engineer Project Supervisor	\$ 127.90	\$ 133.91
	OT	\$ 147.81	\$ 154.76
3	Licensed Prjject Engineer	\$ 254.61	\$ 266.58
	OT	\$ 254.61	\$ 266.58

3. For those services by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, lodging, etc.) as approved by INDOT. 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.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.
5. It is the policy of INDOT that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40

hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the 40 hour week total.

6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT shall submit claim vouchers to the LPA for work covered under this Contract. The LPA may submit a maximum of one claim voucher per calendar month for work covered under this Contract. The claim vouchers shall be submitted to:

Consultant Services Coordinator
INDOT – Greenfield District
32 South Broadway
Greenfield, IN 46140

2. The claim vouchers shall represent the value to the LPA of the partially completed work as of the date of the claim voucher. When submitting claim vouchers to the LPA, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 2 of this Contract or the CONSULTANT's last known address.

Agreement for Consulting Services – Ed Carroll

Mr. Ed Carroll, Auditor presented an agreement for Charles Richmond who is currently the Chief Deputy for the Auditors office but will be returning to Texas soon. The Auditor's office is asking the commissioners to allow us to continue to work with him after he leaves at a rate of \$35 an hour.

MOTION: Commissioner Riggin made a motion to adopt the agreement

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

Agreement for Consulting Services

This Agreement is made this 18 day of March, 2024 (the "Effective Date") by and between the Delaware County Board of Commissioners, as the governing body of Delaware County, Indiana (the "County"), and Charles E. Richmond II, a provider of independent consulting services (the "Consultant").

For good and valuable consideration, as described in this Agreement the parties agree as follows:

1. The term of this Agreement shall begin as of the Effective Date and end on December 31, 2024 ("Term"), unless terminated earlier by the parties as provided herein. The Term of this Agreement shall automatically extend for additional one (1) year periods unless, at least thirty (30) days prior to the applicable termination date, either party provides written notice of its intent to not renew this Agreement.
2. Consultant shall provide consultation services to the County as needed regarding all lawful Auditor-related matters.
3. Consultant will provide consultation services, including, but not limited to, administrative knowledge, leadership, and support for all lawful Auditor-related matters at the direction of the Delaware County Auditor, or his duly appointed representative, in accordance with appropriate and applicable Indiana laws and governing regulations.
4. Consultant shall be available as necessary and practicable, at the discretion of the Delaware County Auditor, or his duly appointed representative, to provide consultation services for all Auditor-related matters. In accordance with appropriate and applicable Indiana laws and governing regulations.
5. Consultant shall receive the amount of Thirty-five and 00/100 (\$35.00) Dollars for each hour of consultation services provided, to be calculated in no less than quarter-hour increments and Consultant shall provide to the County semi-monthly itemized invoices for all services provided during the applicable period, which shall be paid promptly upon approval by the County according to all procedures required by law.
6. All expenses that may be incurred by the Consultant while providing the herein Consulting services shall be approved by the County prior to expenditure and County shall have no obligation to reimburse said expenses unless Consultant first provides to the County itemized receipts of all expenses for which reimbursement is sought.
7. Either party may terminate this Agreement by providing the other party written notice of their intent to terminate at least thirty (30) days prior to the termination date as stated in the notice. In the event this Agreement is terminated prior to expiration of the Term, Consultant shall continue to provide the services stated herein, and the

County shall continue to pay Consultant for the services rendered through the effective date of termination.

8. This Agreement shall be governed by the laws of the State of Indiana and claims arising under this Agreement shall be brought in a court of competent jurisdiction located in Delaware County, Indiana.

By signing below, the parties hereby agree to the terms and conditions as stated above.

CONSULTANT


By Charles E. Richmond II

*DELAWARE COUNTY, INDIANA
BOARD OF COMMISSIONERS*


James King, President


Sherry Riggins, Vice President


Shannon Henry, Commissioner

ATTEST:


Edward E. Carroll Jr., Auditor

ORDINANCES FOR APPROVAL:

ORDINANCE NO: 2024-003 BEING AN ORDINANCE TO AMEND THE DELAWARE COUNTY
COMPRESHESIVE ZONING ORDINANCE - DAWSON

Ms. Cheryl Dawson, 4214 West State Road 28, Muncie stated she applied to rezone the front field of that parcel to farming.

Commissioner Henry stated this was a favorable recommendation by the planning commission.

MOTION: Commissioner Henry made a motion to adopt Ordinance 2024-003

SECOND: Commissioner Rigglin

YEAS: Commissioner Henry, Commissioner Rigglin, President King

ORDINANCE NO. 2024-603

BEING AN ORDINANCE TO AMEND
THE DELAWARE COUNTY COMPREHESIVE ZONIG ORDINANCE

WHEREAS, the State enabling act for planning and zoning empowers the Board of County Commissioners of Delaware County, Indiana to adopt a Comprehensive Zoning Ordinance and also provides for amendments to the said Ordinance as the need arises; and

WHEREAS, the Board of County Commissioners of Delaware County, Indiana has given 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 land in each is adapted; the conservation of property values throughout the jurisdiction; and responsible growth and development.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, INDIANA, as follows:

Section 1. That the Delaware County Comprehensive Zoning Ordinance, heretofore adopted by the Board of County Commissioners of Delaware County, Indiana on the 11th day of December, 1973, be amended, changed and supplemented so as to include in the F Farm Zone the following described real estate located in Delaware County Indiana, to wit:

See Attached

Section 2. That no structures shall be placed on said lot or parcel of land except in compliance with the Delaware County Comprehensive Zoning Ordinance of Delaware County, Indiana.

Section 3. That this Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners of Delaware County, Indiana.

Section 4. That this Ordinance is adopted/vetoed this 18th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
DELAWARE COUNTY, INDIANA


James King, President


Sherry Riggan, Vice President


Shannon Henry, Member

ATTEST:


Edward E. Carroll Jr., Auditor

ORDINANCE NO: 2024 -004 BEING AN ORDINANCE TO AMEND THE DELAWARE COUNTY
COMPRESHESIVE ZONING ORDINANCE – BARBER

Ms. Kathy Vannice with Ashton Land Surveyors 325 West Washington Street, Muncie stated we have a parcel of land that we are rezoning from an R3 Zone to farming. Doing so, it can be combined with a parcel to the West. The people who purchased this lot to the West, also will own to the South, have intention of building a house on the west side. This would be their only access to CR 500 E. This also was a favorable recommendation.

MOTION: Commissioner Riffin made a motion to adopt Ordinance 2024-004

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riffin, President King

ORDINANCE NO. 2024-004

**BEING AN ORDINANCE TO AMEND
THE DELAWARE COUNTY COMPREHESIVE ZONIG ORDINANCE**

WHEREAS, the State enabling act for planning and zoning empowers the Board of County Commissioners of Delaware County, Indiana to adopt a Comprehensive Zoning Ordinance and also provides for amendments to the said Ordinance as the need arises; and

WHEREAS, the Board of County Commissioners of Delaware County, Indiana has given 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 land in each is adapted; the conservation of property values throughout the jurisdiction; and responsible growth and development.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, INDIANA, as follows:

Section 1. That the Delaware County Comprehensive Zoning Ordinance, heretofore adopted by the Board of County Commissioners of Delaware County, Indiana on the 11th day of December, 1973, be amended, changed and supplemented so as to include in the **F Farm Zone** the following described real estate located in Delaware County Indiana, to wit:


See Attached

Section 2. That no structures shall be placed on said lot or parcel of land except in compliance with the Delaware County Comprehensive Zoning Ordinance of Delaware County, Indiana.

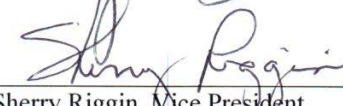
Section 3. That this Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners of Delaware County, Indiana.

Section 4. That this Ordinance is adopted/vetoed this 18 day of March, 2024.

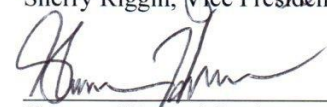
**BOARD OF COUNTY COMMISSIONERS
DELAWARE COUNTY, INDIANA**



James King, President



Sherry Riggini, Vice President



Shannon Henry, Member

ATTEST:



Edward E. Carroll Jr., Auditor

ORDINANCE NO: 2024 -005 AN ORDINANCE CREATING A NEW FUND FOR GRANT FUNDED OVERTIME FOR THE DELAWARE COUNTY SHERIFF'S DEPARTMENT

Mr. John Brooke stated this is for the Jag Grant fund that was mentioned back in February to be set up. They have the check so we ask that you introduce it to suspend the rules and adopt it.

MOTION: Commissioner Henry made a motion to introduce Ordinance 2024-005 Jag Grant

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

MOTION: Commissioner Henry made a motion to suspend the rules of Ordinance 2024-005 Jag Grant

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

MOTION: Commissioner Henry made a motion to adopt Ordinance 2024-005 Jag Grant

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

ORDINANCE NO. 2024-005

AN ORDINANCE CREATING A NEW FUND FOR GRANT FUNDED OVERTIME FOR THE DELAWARE COUNTY SHERIFF'S DEPARTMENT

WHEREAS, the Delaware County Sheriff's Department receives funds from its operations, general fund revenue of the county and other sources;

WHEREAS, the Delaware County Sheriff's Department has made application to the Justice Department of the United States for increased enforcement and for overtime funding as providing assistance to the Delaware County Sheriff's Department;

WHEREAS, the grant has been approved and is split with the City of Muncie from the Department of Justice of the United States and the County's share of the Grant shall be paid by the City to the County. ;

WHEREAS, it is necessary to establish a new fund in the Auditor's Office into which the proceeds will be deposited;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:

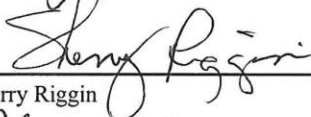
1. The Delaware County Auditor shall establish a fund entitled Delaware County Sheriff's Department 15PBJA-23-GG-03396-JAGX JAG Grant and said Auditor has issued a budget fund number of _____ with respect to these funds.
2. Such funds are non-reverting and the expenditure of said funds shall not require appropriation by Delaware County Council.

Dated this 18 day of march, 2024.



James King

Shannon Henry



Sherry Riggini



Shannon Henry

Delaware County Commissioners

ATTEST:



Edward Carroll,
Delaware County Auditor

RESOLUTIONS FOR APPROVAL:

RESOLUTION NO: 2024-003 A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS DECLARING AN EMERGENCY FOR THE REPAIR OF A BRIDGE IN THE COUNTY

Mr. John Brooke stated this bridge is located on McGalliard west that needs to be repaired so that all traffic can resume.

Ms. Angie Moyer stated on March 9th she received a phone call stating there was a large hole that appeared in the deck approximately 4 foot in diameter.

Commissioner Henry asked how often do the bridges get inspected?

Ms. Angie Moyer stated a minimum of every 2 years unless it's an old metal bridge that has a fracture critical might require a 3-month or 6-month inspection. We have 195 bridges that the county inspects including the city of Muncie.

MOTION: Commissioner Henry made a motion to approve Resolution 2024-003

SECOND: Commissioner Riggan

YEAS: Commissioner Henry, Commissioner Riggan, President King

RESOLUTION 2024-003

A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS DECLARING AN EMERGENCY FOR THE REPAIR OF A BRIDGE IN THE COUNTY

WHEREAS, the Board of Commissioners are responsible to maintain and adequately repair all bridges in the County that convey traffic across a waterway, road or other expanse; and

WHEREAS, a situation has arisen with regard to Bridge 51 on McGalliard Road, west of I-69 as it goes across Killbuck Creek wherein a hole has developed in the deck of the bridge which closed the bridge to all traffic until repairs can be made; and

WHEREAS, the County Engineering office has informed the Commissioners that the bridge needs immediate repair to allow passenger car traffic on the bridge only immediately until such time as the County can work with the State of Indiana Department of Transportation to fund a full reconstruction of the bridge in 2025 or so; and

WHEREAS, the Engineering Department has indicated that this is an important bridge that was closed on an emergency basis over the weekend and needs approximately \$130,000 of repairs to make the bridge usable for the public; and

WHEREAS, an emergency exists with regard to the immediate repair of the bridge to reopen the bridge to passenger car traffic only and assist the public that live and use that road for travel to use the bridge.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:


SECTION 1. An emergency exists with regard to the repair of a necessary and essential bridge in the County, that being Bridge 51 for the purpose of repairing the bridge so that it may be opened as soon as possible for passenger car traffic only.

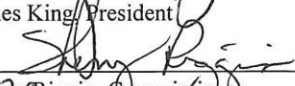
SECTION 2. The Board of Commissioners have determined that an emergency exists with regard to the repair of the bridge to get it back into use as soon as possible.


SECTION 3. The Board of Commissioners hereby authorize the Highway Department to immediately commence repair work on the bridge by hiring a contractor to perform that work necessary to get the bridge open and for use for the general public, passenger cars only as well as use the resources and manpower of the Highway Department to pave the top of the bridge for its use.

DULY ADOPTED by the Board of Commissioners of Delaware County, Indiana at a public hearing held on this, the 18 day of MARCH 2024.

DELAWARE COUNTY
BOARD OF COMMISSIONERS


James King, President


Sherry Riggins, Commissioner


Shannon Henry, Commissioner

ATTEST


Edward Carroll, Auditor, Delaware County, Indiana

RESOLUTION NO: 2024-004 A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS IDENTIFYING CERTAIN PROPERTIES TO BE TRANSFERRED TO A NONPROFIT ENTITY PURSUANT TO IND. CODE § 6-1.1-24-6.7 AND IND. CODE § 36-1-11-1 *ET SEQ.*

Mr. John Brooke stated this is a request from the Muncie Land Bank. He attached a list but doesn't think its accurate, so I ask that you table this at this time.

MOTION: Commissioner Riggin made a motion to table resolution 2024-004

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

RESOLUTION NO. 2024-004

A RESOLUTION OF THE DELAWARE COUNTY, INDIANA BOARD OF COMMISSIONERS IDENTIFYING CERTAIN PROPERTIES TO BE TRANSFERRED TO A NONPROFIT ENTITY PURSUANT TO IND. CODE § 6-1.1-24-6.7 AND IND. CODE § 36-1-11-1 *ET SEQ.*

WHEREAS, the Board of Commissioners of Delaware County, Indiana (the “Board of Commissioners”) is the county executive of Delaware County, Indiana (the “County”); and

WHEREAS, Ind. Code §§ 6-1.1-24-6.7 and 36-1-11-1 *et seq.* set forth the procedures by which a county executive may transfer property to a nonprofit entity; and

WHEREAS, the Board of Commissioners has identified multiple properties for which it has acquired tax deeds and now desires to transfer to nonprofit entities to be used for the public good; and

WHEREAS, the properties the Board of Commissioners now desires to transfer to nonprofit entities to be used for the public good are identified and listed on Exhibit A, attached hereto; and

WHEREAS, the Board of Commissioners intends to accept written applications from eligible nonprofit entities that desire to have the identified properties transferred to the nonprofit entity and will conduct a public hearing to consider all submitted applications and hear any opposition to a proposed transfer.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, INDIANA THAT:

SECTION 1. The Board of Commissioners hereby identifies the properties listed on Exhibit A, attached hereto, as those for which the Board of Commissioners desires to transfer to nonprofit entities to be used for the public good.

SECTION 2. The Board of Commissioners will conduct a public hearing to consider the transfer of the properties to nonprofit entities and said public hearing shall be set to occur on the 1st day of April 2024, at 9:00 a.m. in the Delaware County Commissioner’s Courtroom, 100 West Main Street, Room 309, Muncie, Indiana 47305.

SECTION 3. The Board of Commissioners shall cause to be published a notice regarding the public hearing and, prior to said public hearing, will accept written applications that are in compliance with the requirements of Ind. Code § 6-1.1-24-6.7(h) from nonprofit entities that are not otherwise ineligible pursuant to Ind. Code § 36-1-11-16 and desire to have one or more of the identified properties transferred to them.


SECTION 4. The Board of Commissioners will consider any written applications submitted by eligible nonprofit entities and, immediately following the public hearing, will make a final determination concerning the transfer of the identified properties.

DULY ADOPTED by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on this, the 1 day of April, 2024.


*DELAWARE COUNTY
BOARD OF COMMISSIONERS*



James King, President




Sherry Riggan, Commissioner



Shannon Henry, Commissioner

ATTEST:



Edward Carroll, Auditor
Delaware County, Indiana

Exhibit A

Proposed Property Transfer List

PROPERTY 1:

Parcel ID: 18-11-16-210-006.000-003
Common Address: 509 W. Adams St.
MUNCIE, IN 47302
Legal Description: pt. lot 18; ..1300 acres. Str: 162010

PROPERTY 2:

Parcel ID: 18-11-16-234-015.000-003
Common Address: 500 Block W. Howard St.
MUNCIE, IN 47305
Legal Description: Lot Number Ten (10) in Mess and Richey Addition to the City of Muncie, Indiana.

PROPERTY 3:

Parcel ID: 18-11-16-212-001.000-003
Common Address: 827 W. Charles St.
MUNCIE, IN 47305
Legal Description: West one-half of Lot Number Sixteen (16) except 31.25 ft and 540 ft. off of Lot 16 in Proud's Second Addition to the City of Muncie, Indiana.

Resolution No. 2024-__

Exhibit A

PROPERTY 4:

Parcel ID: 18-11-16-212-006.000-003
Common Address: 412 S. Proud St.
MUNCIE, IN 47302
Legal Description: South 40 ft. off of Lot 16 of Proud's Second Addition to the City of Muncie;

PROPERTY 5:

Parcel ID: 18-11-16-218-018.000-003
Common Address: 523 S. Council St.
MUNCIE, IN 47302
Legal Description: A part of the Northwest Quarter and Northeast Quarter of Council St., 0.16 acres in the City of Muncie, County of Delaware.

PROPERTY 6:

Parcel ID: 18-11-16-218-019.000-003
Common Address: 523 S. Council St.
MUNCIE, IN 47302
Legal Description: A part of the west half of the Northeast Quarter 32 ft. by 124 ft.; 0.09 acres in the City of Muncie, County of Delaware.

PROPERTY 7:

Parcel ID: 18-11-15-315-004.000-003
Common Address: 417 E. 7th St.
MUNCIE, IN 47302

Resolution No. 2024-___

Exhibit A

Legal Description: Anthony Park east half of alley adjoined west 29 ft. part of lot 41 in the City of Muncie, County of Delaware.

PROPERTY 8:

Parcel ID: 18-11-15-302-009.000-003

Common Address: 1201 S. Mulberry St.
MUNCIE, IN 47302

Legal Description: Anthony Home N part of Lot 52 in the City of Muncie, County of Delaware.

PROPERTY 9:

Parcel ID: 18-11-15-310-005.000-003

Common Address: 1312 S. Jefferson St.
MUNCIE, IN 47302

Legal Description: Lot 87 of Anthony Homestead Addition in the City of Muncie, County of Delaware.

PROPERTY 10:

Parcel ID: 18-11-16-218-019.000-003

Common Address: 924 W. 10th St.
MUNCIE, IN 47302

Legal Description: Lot 115 of Winton Place Addition in the City of Muncie, County of Delaware.

PROPERTY 11:

Parcel ID: 18-11-16-387-005.000-003
Common Address: 917 W. 10th St.
MUNCIE, IN 47302
Legal Description: western half of Lot 14 in the City of Muncie, County of Delaware.

PROPERTY 12

Parcel ID: 18-11-16-384-008.000-003
Common Address: 1107 W. 10th St.
MUNCIE, IN 47302
Legal Description: lot 139 of Winton Place Addition in the City of Muncie, County of Delaware.

PROPERTY 13:

Parcel ID: 18-11-16-401-018.000-003
Common Address: 806 W. 5th St.
MUNCIE, IN 47302
Legal Description: Lot 22 of W S Hall Subdivision in the City of Muncie, County of Delaware.

PROPERTY 14:

Parcel ID: 18-11-21-251-003.000-003
Common Address: 825 W. 17th St.
MUNCIE, IN 47302
Legal Description: A part of the west half of the Northeast Quarter .24acres in the City of Muncie, County of Delaware.

PROPERTY 15:

Parcel ID: 18-11-21-178-007.000-003
Common Address: 916 W. 17th St.
MUNCIE, IN 47302
Legal Description: R M Ball 0.0000 acres in the City of Muncie, County of Delaware.

PROPERTY 16:

Parcel ID: 18-11-16-402-027.000-003
Common Address: 1209 S. Hoyt Ave.
MUNCIE, IN 47302
Legal Description: A part of Lot 50 of K 6 addition in the City of Muncie, County of Delaware.

PROPERTY 17:

Parcel ID: 18-11-16-263-008.000-003
Common Address: 814 S. Beacon St.
MUNCIE, IN 47302
Legal Description: Lot 19 of H & L Addition in the City of Muncie, County of Delaware.

PROPERTY 18

Parcel ID: 18-11-15-263-008.000-003
Common Address: 1210 S. Monroe St.
MUNCIE, IN 47302
Legal Description: southern half of Lot 143 of Galliher Subdivision in the City of Muncie, County of Delaware.

Resolution No. 2024-__

Exhibit A

PROPERTY 19:

Parcel ID: 18-11-15-331-007.000-003
Common Address: 600 Block E. 6th St.
MUNCIE, IN 47302
Legal Description: Lot 148 of Gal. subdivision in the City of Muncie, County of Delaware.

PROPERTY 20

Parcel ID: 18-11-16-218-019.000-003
Common Address: 1014 S. Monroe St.
MUNCIE, IN 47302
Legal Description: COF 3 Add to SMS 40 ft. x 125 ft. Lot 8 in the City of Muncie, County of Delaware.

PROPERTY 21

Parcel ID: 18-11-22-251-007.000-003
Common Address: 2316 S. Hackley St.
MUNCIE, IN 47302
Legal Description: Arcadia subdivision, lot 28, block J in the City of Muncie, County of Delaware.

PROPERTY 22:

Parcel ID: 18-11-23-151-007.000-003
Common Address: 1805 E. 16th St.
MUNCIE, IN 47302
Legal Description: Lot 62 of Walls 1st Addition Eureka in the City of Muncie, County of Delaware.

Resolution No. 2024-__

Exhibit A

DEPARTMENT HEADS AND ELECTED OFFICIALS:

Commissioner Henry wanted to remind everyone to prepare for the upcoming April 8th eclipse. There will be a lot of people coming into our community. Cell services may be impacted with the amount of people into the county as well. Here at the county level, we are prepared for the eclipse and will have more EMS personal, dispatchers, and extra personal to help with the traffic of the eclipse.

MOTION: Commissioner Henry made a motion to close the Delaware County Building on April 8, 2024

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

WEEKLY, MONTHLY AND QUARTERLY REPORTS:

PAYMENT OF CLAIMS: \$ 832,978.02

MOTION: Commissioner Riggin made a motion approve payment of claims in the amount of \$832,978.02.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

PAYMENT OF ARP CLAIMS: \$ 275,378.36

MOTION: Commissioner Henry made a motion approve payment of ARP claims upon review in the amount of \$275,378.36.

SECOND: Commissioner Henry

YEAS: Commissioner Henry, Commissioner Riggin, President King

Commissioner Henry asked for more information on the ARP claims from Auditor Ed Carroll.

PUBLIC COMMENTS, QUESTIONS, OTHER BUSINESS & DISCUSSION (ALL PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES AND SPEAKER MUST SIGN-IN PROVIDING NAME AND ADDRESS):

Ms. Pat Garolo, a member of the Prevent Child Abuse Council here in Delaware County, my address is 9513 West Thirsting Court Yorktown. Child abuse is 100% preventable. We will be passing out the blue pin wheels next month in honor of National Prevent Child Abuse month. The number to call to report child abuse is 1-800-800-5556.

On behalf of the Delaware County Fair board in conjunction with the April 8th Eclipse, the fairgrounds will be open and camping will also be available. There will be vendors in Heartland Hall on Saturday, Sunday, and Monday from 10-6pm. If you're concerned about the traffic, bring your camper and come on out. Campsites are available for reservation through a website called campspot. There will be a booth in Heartland Hall that has official Eclipse merchandise, limited entertainment, and within walking distance to Minnetrista.

RECESS

MOTION: Commissioner Henry made a motion to recess

SECOND: Commissioner Riggin

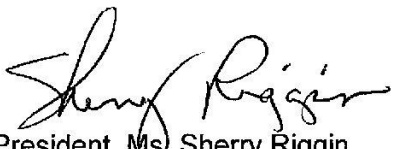
YEAS: Commissioner Henry, Commissioner Riggin, President King

[COMMENTS MAY BE MADE TO THE COMMISSIONERS VIA THEIR EMAIL AT commissioners@co.delaware.in.us

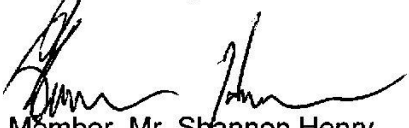
The next Commissioner's meeting will be Monday April 1st, 2024, starting at 9:00 am. To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than **12:00 NOON on the Thursday prior to the scheduled meeting.**




President, Mr. James King



Vice President, Ms. Sherry Riggins



Member, Mr. Shannon Henry



Auditor, Mr. Ed Carroll

March 18th, 2024

SIGN-UP SHEET FOR PUBLIC COMMENTS

(3 minutes per speaker)

SPEAKERS NAME

ADDRESS

Kevin

Vincent DCHS

Pat Garofolo

Prevent Child Abuse Council

7



INCIDENT REPORT

Severe Weather & Tornado

March 14th, 2024

Incident Summary:

In the early evening of Thursday, March 14th, a severe thunderstorm with hail and eventually a tornado impacted Delaware County. Two main impact areas were the Royerton Rd Area and Country Village subdivision with very large hail up to 3" baseball-sized was reported. The reported damage area was from Wheeling Ave, east to Williamson Road, and State Road 28 to 450 North. 58 reports of hail damage were submitted through the EMA storm damage web form.

The second area was determined to be tornado damage (preliminary National Weather Service estimate of EF2) that began in the 1000 block of North Truitt Road and continued ESE through the town of Selma to CR 700 W.

Structure Damage Report:

6	Destroyed
13	Major Damage
14	Minor Damage
32	Affected
58	Hail Damage Reports (public)

An interactive map showing the Damage Assessment is available here:

bit.ly/Mar14damagemap

Event Timeline

THURSDAY, MARCH 14th

- 5:14 pm** Tornado Watch Issued, K. Johnson sends text notification to EMA group.
- 6:53 pm Johnson sends text notification to EMA group of severe storms over Madison County, impacting Delaware County in approximately 30 mins.
- 6:56 pm Johnson sends text msg to J. Coutinho/C. Kissick of radar-indicated rotation over Northern Madison County.
- 7:08 pm Johnson sends text notification of Severe Thunderstorm Warning to EMA group.
- 7:21 pm** NWS Issues Tornado Warning
- 7:21 pm J. Coutinho calls 911 Dispatch to set off sirens and notifies Johnson/Kissick to send out notifications.
- 7:23 pm NIXLE notifications sent
- 7:23 pm** Sirens sound
- 7:30 pm EMA Staff respond to Selma Area, due to power outages and it was decided to return to EOC to start response and mitigation operations.
- 8:00 pm** EOC activated and staffed with representatives from Fire, DCEMS, Sheriff, Muncie Police Dept, County Highway, Muncie Street Dept, IN-MI Power, Commissioners, 911, and other ESF roles.

FRIDAY, MARCH 15th

- 8:00 am EMA staff, Commissioner Henry & King meets with Selma Town Board Members, Liberty FD, County Highway Dept, IN-MI Power to begin cleanup efforts and start the recovery phase.
- 9:00 am Damage assessment starts, performed by EMA Staff and Support Corps volunteers.
- 7:30 pm Damage assessment concluded, EOC deactivated.



National Weather Service Summary

Full report available at: www.weather.gov/ind/March142024Severe

Date	3/14/2024
Time (Local)	7:37 EDT
EF Rating	EF-3
Est. Peak Winds	165 mph
Path Length	25.03 miles
Max Width	700 yards
Injuries/Deaths	38/0

Summary:

Multiple intense supercells impacted the north-central and northeastern portions of central Indiana during the late afternoon and evening of Thursday, March 14 2024. The storms produced multiple reports of large to very large hail and one long-track tornado across eastern Delaware and Randolph counties.

This tornado continued beyond the listed end point below at the state line into western Ohio (information about the tornado in western Ohio will be available from NWS Wilmington OH).

The tornado started northwest of Selma near Truitt Rd damaging roofs on homes. It then moved east southeast through Selma damaging a number of homes, uprooting and snapping trees, and knocking over some utility poles. Highest wind intensity in Selma, indicated by extensive damage to a couple homes, was estimated at 120-130 mph or EF2 on the Enhanced Fujita Scale. Maximum path width through Selma was about 200-300 yards.

The tornado continued through an open area and fields between Selma and Winchester, bending or snapping numerous utility poles along State Road 32. Also, a large blade on one of the wind turbines in the area was badly damaged.

As the tornado entered Winchester, it severely damaged many homes and snapped and uprooted trees in a west-to-east path through Winchester. There was clear evidence of the tornado's rotational circulation, with uprooted trees pointed to the east on the immediate south side of the tornado, and to the northwest on the immediate north side of the tornado. The damage pattern also indicated the possibility of small multiple vortices rotating around the main vortex. In the residential core of the town, the maximum intensity of the tornado was estimated at around 130 mph or high-end EF2 strength.

The greatest damage in Winchester occurred on the east side of town at the Taco Bell, as the anchored building was destroyed, as was a church immediately east of the restaurant. In this concentrated area, the NWS Team estimated maximum winds of 155-165 mph, or high-end EF3 damage. Maximum path width in Winchester was estimated at up to 0.4 mile or 700 yards.

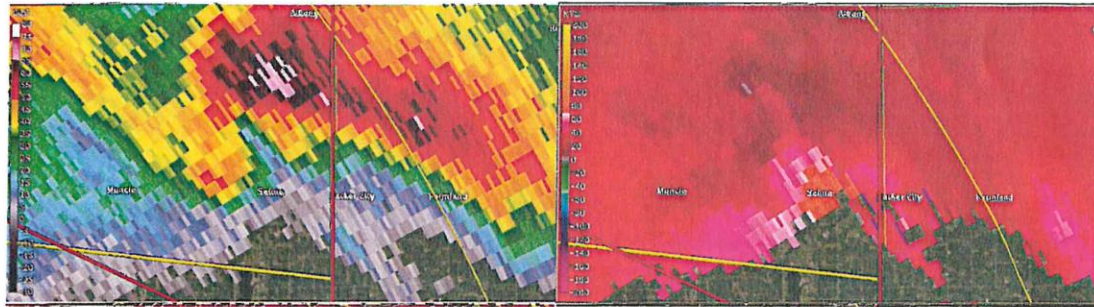
Farther east across more rural eastern Randolph County, a few structures had significant damage, debris was blown in fields, many trees were snapped, and a silo was damaged, all indicative of EF2 maximum damage in the 115-125 mph range.

The tornado continued to the Indiana-Ohio state line, with less intense damage primarily to trees before crossing into Ohio.

NWS Tornado Path Map



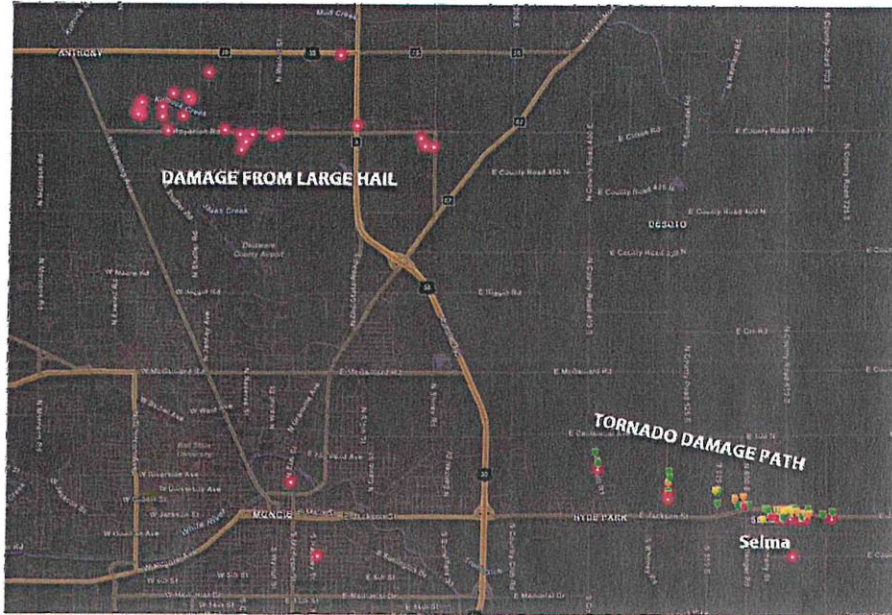
NWS IND Radar, Selma 7:34 PM EDT



Reflectivity (Precipitation)

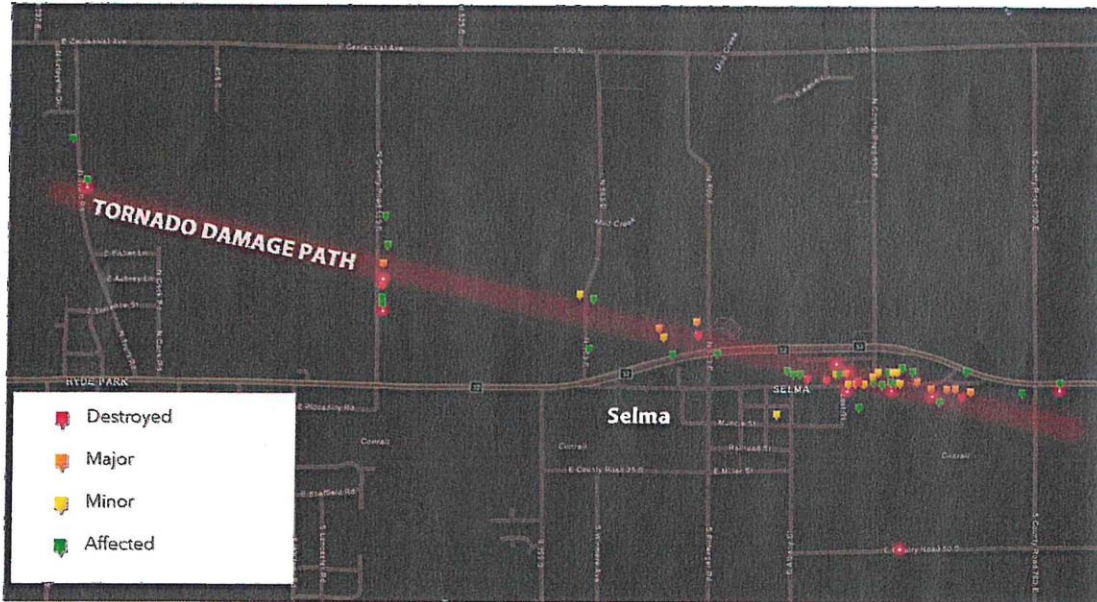
Velocity (Rotation)

DCEMA Damage Reports and Survey Areas



 Public Damage Reports

Selma Area Tornado Damage



 Public Damage Reports

Selected Damage Images:



Above: Looking south at Jackson St/CR 650 E, with Selma Elementary top center



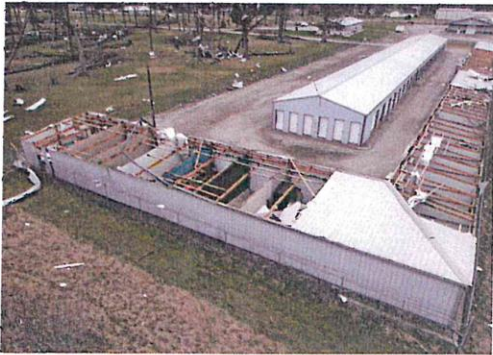
Top, both pictures, destroyed residence at 10108 E JACKSON ST



Above: County Road 500 W. Left residence: 604 N 500 E. Middle: 600 N 500 E Right: 508 N 500 E.



Above: Mobile home destroyed, 309 N 600 E.



Selma Storage 305 N 600 E



101 N CR 650E

