

**DELAWARE COUNTY COMMISSIONER'S MEETING**  
**Monday, July 22nd, 2024 @ 9:05 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](mailto:commissioners@co.delaware.in.us)*** ]

**ORDER OF BUSINESS**

**CALL TO ORDER:**

**PLEDGE TO FLAG:**

**ROLL CALL:**

Mr. Shannon Henry  
Ms. Sherry Riggin  
Mr. John Brooke  
Mr. Ed Carroll

**PUBLIC HEARINGS:**

Vacate Street in Hamilton Township

Mr. Joe Rhettts from DeFur Voran stated there are two lots that the home owners want to combine to help save money on property insurance.

MOTION: Commissioner Henry made a motion to close the public hearing.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

**TABLED BUSINESS:**

1315 E Main St., Demo Estimate Approval – John Brooke

MOTION: Commissioner Henry made a motion to remove from table

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

MOTION: Commissioner Henry made a motion to accept the bid from Sam's Shroyer Solutions

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

**APPROVAL OF MINUTES:**

Commissioners Meeting July 1<sup>st</sup>, 2024

MOTION: Commissioner Henry made a motion to approve the July 1<sup>st</sup>, 2024 minutes

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

**PRESENTATIONS:**

Muncie Action Plan – Heather Williams

Ms. Heather Williams updated the commissioners on the Together DM Coalition annual report.

**CONTRACTS OR AGREEMENTS FOR APPROVAL:**

Project Coordination Contract – Angie Moyer

MOTION: Commissioner Henry made a motion to approve the Project Coordination Contract to receive 80% reimbursement on Bridge 112.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

Central City Housing Project – Nate Howard

Mr. Nate Howard with Muncie Land Bank asked the commissioners to sign a letter in their support of their proposal for the portal in the next couple of weeks.

MOTION: Commissioner Henry made a motion to approve Central City Housing Project

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

**ORDINANCES FOR FIRST READING:**

**ORDINANCE NO. 2024-017:** ORDINANCE TO VACATE A PART OF AN UNIMPROVED PLATTED STREET IN DELAWARE COUNTY, INDIANA

MOTION: Commissioner Henry made a motion to introduce Ordinance 2024-017

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

MOTION: Commissioner Henry made a motion to suspend the rules for Ordinance 2024-017

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

MOTION: Commissioner Henry made a motion to adopt Ordinance 2024-017

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

**RESOLUTIONS FOR APPROVAL:**

**RESOLUTION NO: 2024-014:** RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS IDENTIFYING A CERTAIN PROPERTY TO BE TRANSFERRED TO A NONPROFIT ENTITY PURSUANT TO INDIANA CODE § 36-1-11-5.6,

MOTION: Commissioner Henry made a motion to approve Resolution 2024-014

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

**DEPARTMENT HEADS AND ELECTED OFFICIALS:**

Mr. Dan White president of the Fair Board thanked the commissioners for everything they do, John Brooke, department heads, volunteers of the fire department, the Auditors office and Treasurer's office. He also asked the commissioners to remove Brandy Webb from the fair board due to lack of involvement.

MOTION: Commissioner Henry made a motion to remove Brandy Webb from the Fair Board

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

MOTION: Commissioner Henry made a motion to add John Coutinho to the Fair Board

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

Mr. Jim Flook IT Department gave an update on the global data outage. He stated our county system was not involved. The Commissioners and Mr. Flook agreed that Delaware County employees need to complete the training that our IT department provides them. The trainings are sent from the State. Commissioner Henry asked all department heads to make sure their employees complete the training.

Jammie Bane Health Department, presented the agreement between the Health Department and Recovery Café.

MOTION: Commissioner Henry made a motion to approve the agreement between the Health Department and Recovery Café.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin

## **WEEKLY, MONTHLY AND QUARTERLY REPORTS:**

### **PAYMENT OF CLAIMS: \$ 2,055,345.41**

MOTION: Commissioner Henry made a motion to approve payment of claims in the amount of \$2,055,345.41

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

### **PAYMENT OF ARP CLAIMS: \$ 315,544.33**

MOTION: Commissioner Henry made a motion to approve ARP claims in the amount of \$315,544.33

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

### **PAYMENT OF PAYROLL FOR 7/3/2024: \$ 973,727.79**

MOTION: Commissioner Henry made a motion to approve July 3<sup>rd</sup>, 2024 payroll in the amount of \$973,727.79

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

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

Mr. Roger Reisinger, 1700 East McGalliard put together an agreement to revise their previous agreement from back in April and add to the easement 3 ft for the gap area that was missed.

MOTION: Commissioner Henry made a motion to approve the revised access agreement that has a legal description as required by the auditor's office to record the easement and an addition onto the easement for three feet for this gap area.

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

Ms. Susie Kemp, 1501 N Stockport Drive stated there is a bridge on their private road that needs repaired. Ms. Angie Moyer stated where the structure is located, the county does not repair private roads.

***[COMMENTS MAY BE MADE TO THE COMMISSIONERS VIA THEIR EMAIL AT [commissioners@co.delaware.in.us](mailto:commissioners@co.delaware.in.us)***

## **RECESS:**

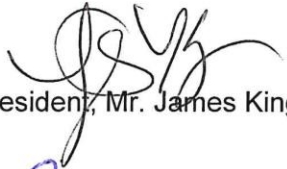
MOTION: Commissioner Henry made a motion to recess

SECOND: Commissioner Riggin

YEAS: Commissioner Henry, Commissioner Riggin, President King

**The next Commissioner's meeting will be Monday August 5th, 2024, starting at 9:00 am.**

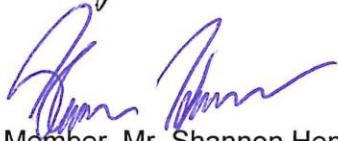
**To be placed on the next Commissioner's Agenda, contact the Commissioner's Office (765-747-7730) no later than 12:00 NOON on the Thursday prior to the scheduled meeting.**



President, Mr. James King



Vice President, Ms. Sherry Riggini



Member, Mr. Shannon Henry



Auditor, Mr. Ed Carroll

STATE OF INDIANA     )  
 DELAWARE COUNTY    )  
                                   ) SS:  
 IN RE:                    )  
 PETITION TO VACATE   )

BEFORE THE BOARD OF COMMISSIONERS  
 OF DELAWARE COUNTY, INDIANA

**PETITION TO VACATE AN UNIMPROVED PLATTED STREET  
 IN DELAWARE COUNTY, INDIANA**

The Petitioners, Joshua A. Strong and Rachel A. Strong, husband and wife, respectfully petitions the Board of Commissioners of Delaware County, Indiana, (the “Commissioners”), to vacate that portion of the 50-foot-wide platted street known as Meadow View Lane between Lots Numbered 55 and 56 and Lot 57 of Oaklawn Section “C,” a subdivision in Hamilton Township, Delaware County, Indiana, as more specifically described herein and, in support thereof, state and reference the property to be vacated as follows:

1. Petitioners, Joshua A. Strong and Rachel A. Strong, husband and wife, own the following real estate located in Delaware County, Indiana, (“Parcels A & B”):

**LEGAL DESCRIPTION:** Lots Numbered Fifty-Five (55), Fifty-Six (56), and Fifty-Seven (57) of Oaklawn, Section "C", a subdivision of real estate in Hamilton Township, Delaware County, Indiana, a plat of which is recorded in Plat Book 11, at page 11 of the Records of Plats of Delaware County, Indiana.

**COMMON ADDRESSES:** 3001 East Sunset Drive &  
 7601 Adj. N Meadowview Lane  
 Muncie, Indiana 47303

**PARCEL ID NOs.:** 18-07-23-278-001.000-006 &  
 18-07-23-276-008.000-006

which Parcels A & B abut a part of the platted and unimproved street located immediately East of Parcel A and West of Parcel B (the “Vacation Area”).

2. Petitioners seek to vacate said Vacation Area in Delaware County as shown on the survey drawing attached hereto as EXHIBIT A, and to have such Vacation Area revert according to the laws of the State of Indiana.

3. The aforementioned area which Petitioners seek to vacate is legally described as follows:

Beginning at the Southwest corner of Lot 57 in Oaklawn Addition, Section C; thence South 88 degrees 14 minutes 54 seconds West 52.40 feet (assumed bearing) to the Southeast corner of Lot 56 in said Addition; thence North 15 degrees 39 minutes 11 seconds East 15.67 feet along the West line of Meadow View Lane to the point-of-beginning of a curve, said point being South 74 degrees 20 minutes 49 seconds East 579.07 feet from the radius point of said curve; thence Northerly 163.75 feet along said curved West line of Meadow View Lane to a point, said point being North 89 degrees 27 minutes 04 seconds East 579.07 feet from said radius point; thence North 89 degrees 27 minutes 04 seconds East 50.00 feet to the Northwest corner of said Lot 57 and being on a curve and being North 89 degrees 27 minutes 04 seconds East 629.07 feet from the radius point of said curve; thence Southerly 177.88 feet along the curved Easterly line of Meadow View Lane to the point-of-beginning, said point being South 74 degrees 20 minutes 49 seconds East 629.07 feet from said radius point, containing 0.22 acres, more or less.

4. The Vacation Area is unimproved.

5. The following names and mailing addresses are all of the owners of land that abuts the Vacation Area:

JOSHUA A. AND RACHEL A. STRONG  
3001 East Sunset Drive  
Muncie, Indiana 47303

STEPHEN FREDERICK BURT  
106 White Oak Drive  
Greenfield, Indiana 46140

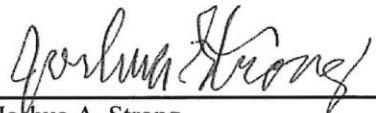
6. The vacation of the Vacation Area is subject to any easements of record or otherwise currently and lawfully enjoyed by any and all public utilities, including, but not limited to water, storm water, drainage, electricity, telecommunications, natural gas, cable television, and internet, which existing easement rights shall survive the vacation.

7. The vacation of the Vacation Area will not:

- (a) hinder the growth or orderly development of the unit or neighborhood in which it is located or to which it is contiguous;
- (b) make access to the lands of any person by means of public way difficult or inconvenient;
- (c) hinder the public's access to a church, school, or other public building or place; or
- (d) hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

**WHEREFORE**, the Petitioners, Joshua A. Strong and Rachel A. Strong, husband and wife, respectfully request that the above-described Vacation Area be vacated and revert according to the laws of the State of Indiana, by ordinance of the Board of Commissioners of Delaware County, Indiana.

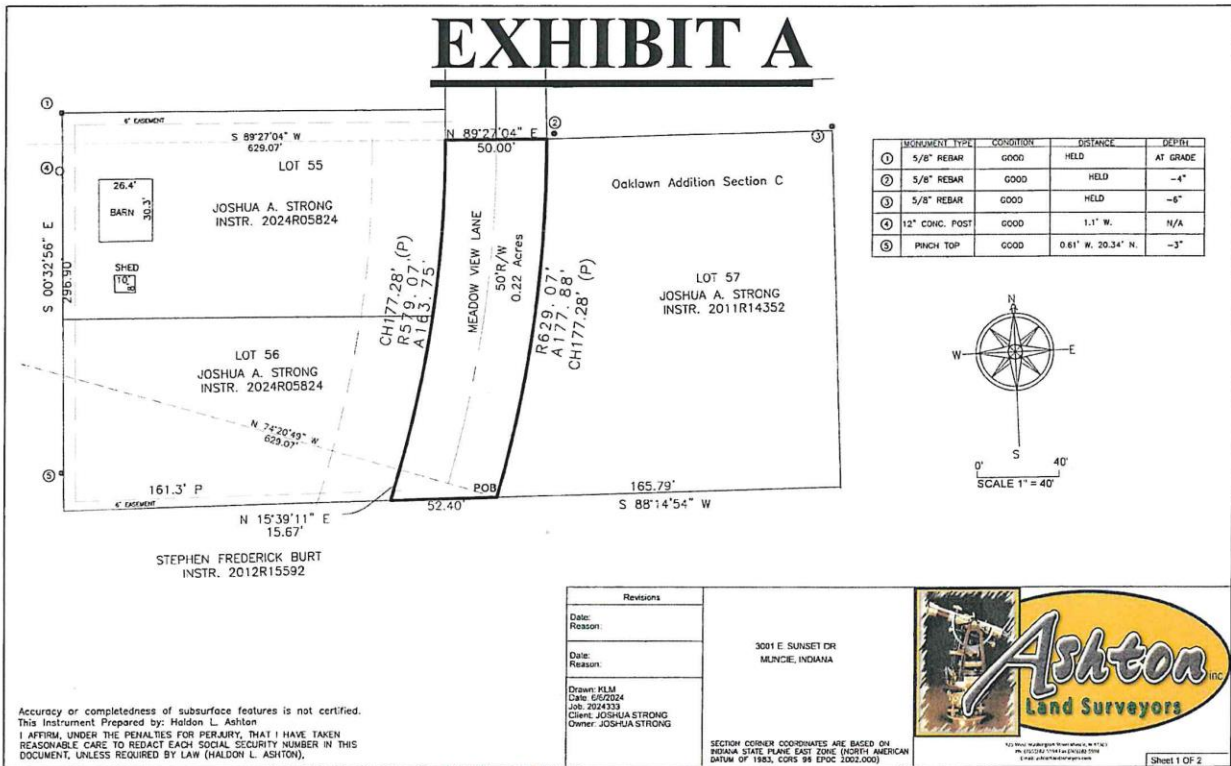
The undersigned Petitioners affirm under the penalties of perjury that the foregoing representations are true to the best of their respective knowledge and belief.

By:   
Joshua A. Strong  
3001 East Sunset Drive  
Muncie, Indiana 47303

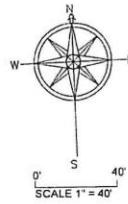
By:   
Rachel A. Strong  
3001 East Sunset Drive  
Muncie, Indiana 47303

DATED: 

# EXHIBIT A



MONUMENT TYPE	CONDITION	DISTANCE	DEPTH
① 5/8" REBAR	GOOD	HELD	AT GRADE
② 5/8" REBAR	GOOD	HELD	-4"
③ 5/8" REBAR	GOOD	HELD	-6"
④ 12" CONC. POST	GOOD	1.1' W	N/A
⑤ PUNCH TOP	GOOD	0.61' W, 20.34' N	-3"



Accuracy or completeness of subsurface features is not certified.  
 This Instrument Prepared by: Haldon L. Ashton  
 I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN  
 REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS  
 DOCUMENT, UNLESS REQUIRED BY LAW (HALDON L. ASHTON).

Revisions
Date: Reason:
Date: Reason:
Drawn: KLM Date: 6/20/24 Job: 2024333 Client: JOSHUA STRONG Owner: JOSHUA STRONG

3001 E. SUNSET DR  
 MUNCIE, INDIANA



SECTION CORNER COORDINATES ARE BASED ON  
 INDIANA STATE PLANE EAST ZONE (NORTH AMERICAN  
 DATUM OF 1983, GRS 88 EPSC 3021.000)

111 West Washington Street, Muncie, IN 47302  
 PH: 317.234.1114 FAX: 317.234.1115  
 Email: info@ashtonsurveyors.com



The vacation of a part of Meadow View Lane as shown by the plat of Oaklawn Section C a subdivision in Hamilton Township as shown by the records of Delaware County, Indiana, described as follows:  
 Beginning at the Southwest corner Lot 57 in Oaklawn Addition Section C; thence South 88 degrees 14 minutes 54 seconds West 52.40 feet (assumed bearing) to the Southeast corner of Lot 56 in said addition; thence North 15 degrees 39 minutes 11 seconds East 15.67 feet along the West line of Meadow View Lane to the point of beginning of a curve, said point being South 74 degrees 20 minutes 49 seconds East 579.07 feet from the radius point of said curve; thence Northerly 163.75 feet along said curved West line of Meadow View Lane to a point, said point being North 89 degrees 27 minutes 04 seconds East 579.07 feet from said radius point; thence North 89 degrees 27 minutes 04 seconds East 50.00 feet to the Northwest corner of said Lot 57 and being on a curve and being North 89 degrees 27 minutes 04 seconds East 629.07 feet from the radius point of said curve; thence Southerly 177.88 feet along the curved Easterly line of Meadow View Lane to the point of beginning, said point being South 74 degrees 20 minutes 49 seconds East 629.07 feet from said radius point, containing 0.22 acres, more or less.

Dated: June 4, 2024

**PRO FORMA SURVEY**

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report

*Haldon L. Ashton*  
 Registered Land Surveyor LS80040149  
 Haldon L. Ashton



2. Flood Zone:
3. The within tract does not lie within that Special Flood Hazard Zone A as said tract plots by scale on Community Panel #18035C0165D of the Flood Insurance Rate Maps for Delaware County, Indiana (Maps Dated: 07/04/2011).
4. The minimum flood risk was verified by the INDNR Flood Plain Information Portal-dated: June 4, 2024.
5. Ownership shown herein is per County Records or as indicated in title work provided by others.

This instrument Prepared by: Haldon L. Ashton  
 Accuracy or completeness of subsurface features is not certified.

<p>Revisions</p> <p>Date: Reason:</p> <p>Date: Reason:</p> <p>Drawn: KLM        Date: 6/6/2024        Job: 2024333        Client: JOSHUA STRONG        Owner: JOSHUA STRONG</p>	<p>3001 E. SUNSET DR.        MUNCIE, INDIANA</p> <p>SECTION CORNER COORDINATES ARE BASED ON        INDIANA STATE PLANE EAST ZONE (NORTH AMERICAN        DATUM OF 1983, CORS 98 EPOC 2002.000)</p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN        REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS        DOCUMENT, UNLESS REQUIRED BY LAW (HALDON L. ASHTON).</p>		<p>Sheet 2 OF 2</p>
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INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY

PROJECT COORDINATION CONTRACT

CONTRACT #00000000000000000000085287

Des. No.: 2003023

UEI #: L6X9SAQ6DZM5

CFDA No.: 20.205

This Contract is entered into by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT"), and the **DELAWARE COUNTY**, a local public agency in the State of Indiana (hereinafter referred to as the "LPA"), and collectively referred to as the "PARTIES" is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the PARTIES agree as follows:

**NOTICE TO PARTIES**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration  
Attention: Director of LPA and Grant Administration  
100 North Senate Avenue, Room N758-LPA  
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758-Legal  
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

INDOT Greenfield District  
South Broadway  
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

Delaware County  
100 W. Main St.  
Muncie, Indiana 47305

**RECITALS**

WHEREAS, the LPA has submitted an application to receive federal funds for the project described in **Attachment A** (the "Project"), which is attached herein and made an integral part of this Contract; and

WHEREAS, INDOT has approved of the LPA's application for federal funding, and the PARTIES desire to enter into this Contract to establish the responsibilities for the Project; and

WHEREAS, the LPA shall be responsible for its share of the Project cost as stated in this Contract, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all federal requirements and fiscally manage the Project; and

WHEREAS, the PARTIES have determined the Project is in the best interests of the citizens of the State of Indiana; and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

**I. PROJECT DESCRIPTION.**

1.1. The Parties are entering into this Contract to complete the Project described as follows:

Des. No. **2003023**

Program: **Group IV – Local Bridge Program**

Type of Project: **Bridge Replacement**

General Scope/Location: **CR South over Williams Creek between Honeycreek Rd and CR 300 West in Salem Township**

**II. LPA RESPONSIBILITIES.**

- 2.1. The LPA shall complete the Project in accordance with INDOT's Design Manual (See [http://www.in.gov/indot/design\\_manual/](http://www.in.gov/indot/design_manual/)) and all pertinent state and federal laws, regulations, policies and guidance, including the INDOT's LPA Guidance Document (See <https://www.in.gov/indot/2390.htm>). The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
- 2.2. The LPA shall select the consultant in accordance with INDOT's consultant selection procedure for the consultant services to be eligible for federal funding or federal credits.
- 2.3. If the LPA contracts with a consultant, contractor, or other agent to complete work on the Project, the LPA may use either the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm>, or an agreement that has been reviewed and approved by INDOT.

- 2.4. The LPA shall provide all relevant documents including, but not limited to, all plans, specifications, and special provisions, to INDOT for its review. Upon INDOT's review, the LPA shall modify the submittal in accordance with INDOT's modifications or comments, if any. If the LPA fails to provide a submittal, untimely provides the submittal, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
- 2.5. The LPA shall complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
- 2.6. If the LPA fails to meet any of the requirements of Sections 2.1, 2.2, 2.4, or 2.5 above, INDOT will not let the construction Project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
- 2.7. The cost of the invoice of the construction, utility, and/or railroad work shall be paid by the LPA no later than thirty (30) calendar days from the date of letting.
- 2.8. The LPA shall make timely payments of costs to INDOT to avoid delays and increased costs to the Project. If the LPA fails to make timely payments of the full amount invoiced by INDOT, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment A, which is attached hereto and incorporated herein by reference, and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
- 2.9. The LPA shall be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the Project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
- 2.10. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this Section are deemed to be incompetent, inadequate or are otherwise insufficient, or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
  - 2.10.1. If project inspection will be provided by full-time LPA employees, the personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal aid shall be submitted to the District office, referenced on Page 1 of the Contract for payment.
  - 2.10.2. If project inspection will be provided by the LPA's consultant, INDOT must approve, in writing, the consultant personnel prior to their assignment to the Project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal aid shall be submitted to the District office, referenced on page 1 of this Contract for payment.
- 2.11. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the Project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

- 2.12. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
- 2.13. If FHWA or INDOT invokes sanctions per Section 6.6.2. of this Contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
- 2.13.1. In the event of a correctable noncompliance, the LPA shall make the corrections to the satisfaction of FHWA and INDOT in a reasonable amount of time. In the event the LPA fails to make the required corrections, Sections 2.14.2 and 2.14.3 (as applicable) shall apply.
- 2.13.2. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, Section 2.14.2 shall apply, and adjustments shall be made as follows:
- A. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation which have been paid by INDOT to the LPA.
  - B. If no right-of-way costs have been paid by INDOT to the LPA or on the LPA's behalf, INDOT shall not pay any claim or billing for right-of-way that is subject to the FHWA citation.
  - C. The LPA is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
- 2.13.3. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA's noncompliance with right-of-way requirements, and construction work has commenced, the following shall apply:
- A. INDOT may elect to terminate, suspend, or continue construction work in accordance with the provisions of the construction contract.
  - B. INDOT may elect to pay its obligations under the provisions of the construction contract.
  - C. If the noncompliance can be corrected, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.
  - D. In the event a citation for noncompliance: (1) is unable to be corrected, (2) the LPA fails to make corrections, (3) the LPA makes corrections which are not acceptable to FHWA and INDOT, or (4) for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA shall reimburse INDOT the full amount the LPA paid for said construction work, less the amount of federal funds allowed by FHWA.
- 2.13.4. The LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- 2.13.5. If for any reason INDOT is required to repay to FHWA the sum(s) of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA

shall repay to INDOT such sum(s) within forty-five (45) days after receipt of an invoice from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

### **III. INDOT RESPONSIBILITIES.**

- 3.1. INDOT shall have full authority and access to inspect and review all plans, specifications, and special provisions for the Project, regardless of when those plans, specifications, special provisions, or other such Project documents were created.
- 3.2. After the LPA has submitted and INDOT has accepted all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
- 3.3. If the LPA owes INDOT money which is more than sixty (60) days past due, INDOT will not open the construction bids for the Project.
- 3.4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of **Attachment A**, and fulfillment of all other pre-letting obligations of this Contract, INDOT shall, in accordance with applicable laws and rules, including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11, conduct a scheduled letting.
- 3.5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
- 3.6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
- 3.7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA's share of the construction cost.
- 3.8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
- 3.9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
- 3.10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's invoice, make final payment to INDOT pursuant to **Attachment A** or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

### **IV. PROJECT FUNDS.**

- 4.1. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with **Attachment A** (Project Funds).

## V. TERM AND SCHEDULE.

- 5.1. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2025 and June 30, 2026**, INDOT will make the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** available for the Project, provided the Project is eligible, and provided the federal funds shown in Section I.B. of **Attachment A** are available.
- 5.2. In the event that federal funds for the Project are not obligated during the time listed in Section 5.1, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2026 and June 30, 2028**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in Section I.B. and/or Section I.C. of **Attachment A** are available.
- 5.3. In the event that federal funds for the Project are not obligated during the period listed in Section 5.1 or Section 5.2, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse. If the LPA provides notice to INDOT that any purchase order can be closed for any phase of the Project, then the federal funds that had been obligated and/or allocated to the Project shall be forfeited by the LPA as of the date of the notice. If a purchase order for any phase goes inactive after nine months, the federal funds shall be forfeited by the LPA.
- 5.4. If the Program is Group I or Group II, Sections 5.1 and 5.2 do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation.

## VI. GENERAL PROVISIONS

- 6.1. **Access to Records.** The LPA 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 INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA 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.
- 6.2. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- 6.3. **Audits.** The LPA 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 IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of

Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1 and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

6.4. **Authority to Bind LPA.** The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

6.5. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, 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 agreement, 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 agreement, grant, loan, or cooperative agreement.

B. 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

C. The LPA 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.

6.6. **Compliance with Laws.**

6.6.1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal



statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

- 6.6.2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
- 6.6.3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
- 6.6.4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- 6.6.5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- 6.6.6. As required by IC §5-22-3-7:
- (1) The LPA and any principals of the LPA certify that:
    - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
      - i. IC §24-4.7 [Telephone Solicitation of Consumers];
      - ii. IC §24-5-12 [Telephone Solicitations]; or
      - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

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

**6.7. Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors 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 of Indiana. 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

**6.8. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or an LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

**6.9. Disputes.**

- 6.9.1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 6.9.2. The LPA agrees that the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

- 6.9.3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
- 6.9.4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
- 6.9.5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.
- 6.10. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this 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 State for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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;
- C. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**6.11. Employment Eligibility Verification.** The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

- A. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employ any employees.
- B. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
- C. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

**6.12. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of 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.

**6.13. Funding Cancellation Clause.** As required by Financial Management Circular 3.3 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6.14. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**6.15. Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- A. of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- B. of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- C. of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- D. the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in successfully asserting a claim against the LPA for indemnity pursuant to this contract.

**6.16. Merger & 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.

**6.17. Non-Discrimination.**

**6.17.1.** Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

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

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA 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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

- 6.17.3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
- A. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR 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.
  - B. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
  - C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
  - D. Information and Reports: The LPA 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 Indiana Department of Transportation and Federal

Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- F. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- 6.18. Payment. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- 6.19. Penalties, Interest and Attorney's Fees. INDOT 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, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- 6.20. Pollution Control Requirements. If this Contract is for \$100,000 or more, the LPA:
  - A. Stipulates 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;
  - B. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
  - C. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

**6.21. Prohibited Telecommunications and Video Surveillance Equipment and Services.**

In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the Contractor is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by:

A. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR

B. Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The Contractor shall be responsible to ensure that any subcontractor is bound by and complies with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

**6.22. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

**6.23. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel  
Indiana Department of Transportation  
100 North Senate Avenue, Room N758  
Indianapolis, Indiana 46204-2249

**6.24. General.** This Contract represents the entire understanding between the PARTIES relating to the subject matter and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Contract must be in writing and be signed by duly authorized representatives of the PARTIES (and by all necessary approving State agencies or parties). Neither this Contract nor any portions of it may be assigned, licensed or otherwise transferred by the LPA without the prior written consent of INDOT. This Contract will be binding upon the PARTIES and their permitted successors or assigns. Failure of either Party to enforce any provision of this Contract will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Contract. The Recitals and "Notice to PARTIES" on page 1 of the Contract are hereby made an integral part and specifically incorporated into this Contract.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the LPA, or that the undersigned is the properly authorized representative, agent, member or officer of the LPA. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LPA, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:  
<https://secure.in.gov/apps/idoa/contractsearch/>

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

**DELAWARE COUNTY**

**Indiana Department of Transportation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Electronically Approved by:  
Department of Administration

Electronically Approved by:  
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Joseph M. Habig, Acting State Budget Director

*Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on March 14, 2024.  
FA 24-06*

**ATTACHMENT A**  
**PROJECT FUNDS**

**I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

\_\_\_\_\_ Preliminary Engineering or  
  X   Right-of-Way or  
\_\_\_\_\_ Construction;

B. If the Program is receiving federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, \_\_\_\_, the maximum amount according to the TIP dated \_\_\_\_ is \$\_\_\_\_. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

C. The maximum amount of federal funds allocated to this project is **\$16,000.00**.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of **Attachment A** of this Contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Every project must have a project end date based upon the reasonable timeframe for the project phase to be completed. If a project end date lapses, the project is no longer eligible for federal reimbursement in accordance with 2 CFR 200. See <https://www.in.gov/indot/2833.htm>.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

## II. Billings.

### A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of **Attachment A** and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
4. Federal funds on projects which have not been billed for a twelve (12) month period are considered inactive and must be removed from the project in accordance with 2 CFR 200. To receive federal funding within the twelve (12) month period, INDOT must receive a billing within nine (9) months. See <https://www.in.gov/indot/2833.htm>.

## III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



**DELAWARE  
COUNTY  
COMMISSIONERS**

**James King**  
District #1

**Sherry K. Riffin**  
District #2

**Shannon Henry**  
District #3

Sara Hodges  
Executive Administrator

100 West Main Street  
Room 309 County Building  
Muncie, Indiana 47305  
Telephone 765.747.7730  
Fax 765.747.7899  
[www.co.delaware.in.us](http://www.co.delaware.in.us)

*An Equal Opportunity Employer*

July 17, 2024

READI 2.0 Steering Committee  
East Central Indiana Regional Partnership  
P.O. Box 1912  
Muncie, IN 47308

To whom it may concern:


The Delaware County Commissioners are excited to support the Central City Housing project READI 2.0 application. This proposal will further expand housing and our tax base through the construction of 38 homeownership opportunities, 61 apartment units, and 16,000 square feet of commercial space in the Old West End and Downtown Muncie. We believe this project will significantly contribute to continued economic development in Delaware County.


Earlier this year, the Delaware County Commissioners approved the transfer of 24 abandoned, tax delinquent properties to the Muncie Land Bank to support this project. We are excited by the Muncie Land Bank's partnership with Intend Indiana to see these formerly vacant and abandoned properties returned to productive use.

Thank you for considering the importance of this project. Please contact us with questions.

Sincerely,

  
James King  
Commissioner  
District 1

  
Sherry Riffin  
Commissioner  
District 2

  
Shannon Henry  
Commissioner  
District 3

ORDINANCE NO. 017

**ORDINANCE TO VACATE A PART OF AN UNIMPROVED PLATTED STREET  
IN DELAWARE COUNTY, INDIANA**

*WHEREAS*, Joshua A. Strong and Rachel A. Strong, husband and wife (the “Petitioners”), having filed their Petition to Vacate an Unimproved Platted Street in Delaware County, Indiana (the “Petition”), the Board of County Commissioners for Delaware County, Indiana, has provided notice pursuant to Ind. Code § 36-7-3-12(c) and Ind. Code § 5-3-1 stating that it now desires to vacate the Vacation Area, as described in the Petition and as illustrated on “EXHIBIT A” attached hereto, which said Vacation Area is legally described as follows:

Beginning at the Southwest corner of Lot 57 in Oaklawn Addition, Section C; thence South 88 degrees 14 minutes 54 seconds West 52.40 feet (assumed bearing) to the Southeast corner of Lot 56 in said Addition; thence North 15 degrees 39 minutes 11 seconds East 15.67 feet along the West line of Meadow View Lane to the point-of-beginning of a curve, said point being South 74 degrees 20 minutes 49 seconds East 579.07 feet from the radius point of said curve; thence Northerly 163.75 feet along said curved West line of Meadow View Lane to a point, said point being North 89 degrees 27 minutes 04 seconds East 579.07 feet from said radius point; thence North 89 degrees 27 minutes 04 seconds East 50.00 feet to the Northwest corner of said Lot 57 and being on a curve and being North 89 degrees 27 minutes 04 seconds East 629.07 feet from the radius point of said curve; thence Southerly 177.88 feet along the curved Easterly line of Meadow View Lane to the point-of-beginning, said point being South 74 degrees 20 minutes 49 seconds East 629.07 feet from said radius point, containing 0.22 acres, more or less.

*WHEREAS*, the notice further provided information regarding a public hearing on the proposed vacation, which said public hearing was held on July 15, 2024, consistent with, and pursuant to, Ind. Code § 36-7-3-12, which said hearing date was no more than Thirty days from the date the Petitioners submitted their Petition; and

*WHEREAS*, the Petitioners own land which abuts the Vacation Area, together with Stephen Frederick Burt, who also owns land which abuts the Vacation Area; and

*WHEREAS*, the Board of County Commissioners for Delaware County, Indiana, having duly considered the proposed vacation of the Vacation Area, as stated in the Petitioners’ Petition, now desires to adopt an ordinance in accordance with Ind. Code § 36-7-3-12 to formally vacate said Vacation Area as requested in Petitioners’ Petition.

***NOW THEREFORE, BE IT ORDAINED*** by the Board of County Commissioners for Delaware County, Indiana, acting according to the authority granted to it pursuant to Ind. Code § 36-7-3-12, as follows:

**SECTION 1.** The Board of County Commissioners for Delaware County, Indiana, finds and determines that vacating the Vacation Area will not:

- A. Hinder the growth or orderly development of the unit or neighborhood in which said Vacation Area is located or to which the Vacation Area is contiguous;
- B. Hinder the public's access to a church, school, or other public building or place;
- C. Make access to the lands of any person by means of public way difficult or inconvenient; or
- D. Hinder the use of a public way by the neighborhood in which it is located or to which it is contiguous.

**SECTION 2.** The following described Vacation Area located within the boundaries of Delaware County, Indiana, is hereby vacated:

The vacation of a part of Meadow View Lane as shown by the plat of Oaklawn Section C, a subdivision in Hamilton Township, as shown by the records of Delaware County, Indiana, described as follows:

Beginning at the Southwest corner of Lot 57 in Oaklawn Addition, Section C; thence South 88 degrees 14 minutes 54 seconds West 52.40 feet (assumed bearing) to the Southeast corner of Lot 56 in said Addition; thence North 15 degrees 39 minutes 11 seconds East 15.67 feet along the West line of Meadow View Lane to the point-of-beginning of a curve, said point being South 74 degrees 20 minutes 49 seconds East 579.07 feet from the radius point of said curve; thence Northerly 163.75 feet along said curved West line of Meadow View Lane to a point, said point being North 89 degrees 27 minutes 04 seconds East 579.07 feet from said radius point; thence North 89 degrees 27 minutes 04 seconds East 50.00 feet to the Northwest corner of said Lot 57 and being on a curve and being North 89 degrees 27 minutes 04 seconds East 629.07 feet from the radius point of said curve; thence Southerly 177.88 feet along the curved Easterly line of Meadow View Lane to the point-of-beginning, said point being South 74 degrees 20 minutes 49 seconds East 629.07 feet from said radius point, containing 0.22 acres, more or less.

Ordinance No. 2024-017

**SECTION 3.** The vacation of the Vacation Area authorized by this Ordinance is subject to any easements of record or otherwise currently and lawfully enjoyed by any and all public utilities, including water, sewer, storm water, drainage, electricity, telecommunications, natural gas, cable television, and internet, which existing easement rights shall survive the vacation.

**SECTION 4.** Subject to the restrictions described in Section 3, above, relevant portions of the Vacation Area shall revert according to the laws of the State of Indiana and, more particularly, as follows:

*To Joshua A. Strong and Rachel A. Strong, husband and wife:*

Beginning at the Southwest corner of Lot 57 in Oaklawn Addition, Section C; thence South 88 degrees 14 minutes 54 seconds West 52.40 feet (assumed bearing) to the Southeast corner of Lot 56 in said Addition; thence North 15 degrees 39 minutes 11 seconds East 15.67 feet along the West line of Meadow View Lane to the point-of-beginning of a curve, said point being South 74 degrees 20 minutes 49 seconds East 579.07 feet from the radius point of said curve; thence Northerly 163.75 feet along said curved West line of Meadow View Lane to a point, said point being North 89 degrees 27 minutes 04 seconds East 579.07 feet from said radius point; thence North 89 degrees 27 minutes 04 seconds East 50.00 feet to the Northwest corner of said Lot 57 and being on a curve and being North 89 degrees 27 minutes 04 seconds East 629.07 feet from the radius point of said curve; thence Southerly 177.88 feet along the curved Easterly line of Meadow View Lane to the point-of-beginning, said point being South 74 degrees 20 minutes 49 seconds East 629.07 feet from said radius point, containing 0.22 acres, more or less.

Parcel Nos.: 18-07-23-278-001.000-006  
18-07-23-276-008.000-006

**SECTION 5.** This Ordinance shall be furnished to the Delaware County Auditor so the Vacation Area may be duly entered for taxation and recorded in the Office of the Recorder of Delaware County, Indiana.

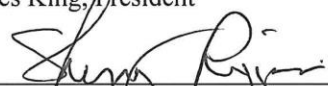
**SECTION 6.** The provisions of this Ordinance shall become effective upon its adoption by the Board of County Commissioners for Delaware County, Indiana, publication as required by law, and recording in the Office of the Recorder of Delaware County, Indiana.

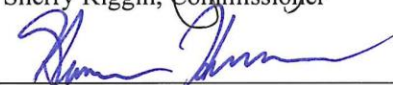
Ordinance No. 2024-017.

*DULY ADOPTED* by the Board of County Commissioners for Delaware County, Indiana,  
at a regularly scheduled public meeting held on this, the 22 day of July, 2024.


BOARD OF COUNTY COMMISSIONERS  
FOR DELAWARE COUNTY, INDIANA

\_\_\_\_\_  
James King, President

  
\_\_\_\_\_  
Sherry Riggan, Commissioner

  
\_\_\_\_\_  
Shannon Henry, Commissioner

*ATTEST:*

  
\_\_\_\_\_  
Edward E. Carroll, Jr., Auditor  
Delaware County, Indiana

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

*This instrument prepared by  
and please return original to:*

\_\_\_\_\_  
JOSEPH I. RHETTS #32733-24  
ATTORNEY AT LAW

DEFUR VORAN LLP  
Joseph I. Rhettts  
400 South Walnut Street  
Suite 200  
Muncie, Indiana 47305

Ordinance No. 2024-017



RESOLUTION NO. 2024- 014

**RESOLUTION OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS  
IDENTIFYING A CERTAIN PROPERTY TO BE  
TRANSFERRED TO A NONPROFIT ENTITY PURSUANT  
TO INDIANA CODE § 36-1-11-5.6**

*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*, the Board of Commissioners has identified a parcel of real property for which it has acquired and now desires to transfer to a nonprofit entity to be used for the public good pursuant to a I.C. 36-1-11-5.6; and

*WHEREAS*, real estate owned by the County is describe below (hereinafter, the “Property”) as follows:

**PARCEL ID:** 18-12-15-103-009.000-011

**LEGAL DESC.:** Lot Number Five (5) in Block Number Four (4) in Sparr’s Addition to the Town of Selma, Indiana.

**COMMON ADDRESS:** 115 S. Albany St.  
Selma, IN 47383

WHEREAS, the Board of Commissioners intend to accept written applications from eligible nonprofit entities that desire to have the identified property 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:*

**SECTION 1.** The Board of Commissioners hereby identifies the property listed as:

**PARCEL ID:** 18-12-15-103-009.000-011

**LEGAL DESC.:** Lot Number Five (5) in Block Number Four (4) in Sparr’s Addition to the Town of Selma, Indiana.

**COMMON ADDRESS:** 115 S. Albany St.  
Selma, IN 47383

that for which the Board of Commissioners desires to transfer to a nonprofit entity to be used for the public good.

**SECTION 2.** The Board of Commissioners will conduct a public hearing to consider the transfer of the property to a nonprofit entity and said public hearing shall be set to occur on the 5<sup>th</sup> day of August, 2024, at 9:00 a.m. in the Delaware County Commissioner's Courtroom, 100 West Main Street, Room 309A, Muncie, Indiana 47305.

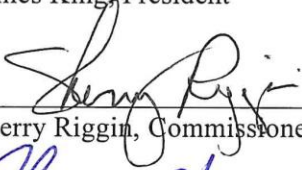
**SECTION 3.** The Board of Commissioners shall cause to be published a notice regarding the public hearing pursuant to Ind. Code § 5-3-1-2(b) and, prior to said public hearing, will accept written applications that are in compliance with the requirements from non-profit entities that are not otherwise ineligible pursuant to Ind. Code § 36-1-11-16 and desire to have the identified property 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 property.

*DULY ADOPTED* by the Board of Commissioners of Delaware County at a regularly scheduled public meeting held on this, the 15<sup>th</sup> day of July, 2024.

*DELAWARE COUNTY, INDIANA  
BOARD OF COMMISSIONERS*

\_\_\_\_\_  
James King, President

  
\_\_\_\_\_  
Sherry Riggan, Commissioner

  
\_\_\_\_\_  
Shannon Henry, Commissioner

*ATTEST:*

\_\_\_\_\_  
Edward Carroll, Auditor  
Delaware County, Indiana



***Delaware County Weights & Measures***

*100 W. Main Street, Room 309B Muncie, IN 47305*

*Phone: 765-747-7714 Fax: 765-284-1875*

*Email: [strauch@co.delaware.in.us](mailto:strauch@co.delaware.in.us)*

July 15, 2024

Delaware County Commissioners  
Delaware County Building  
100 W. Main Street Room 300  
Muncie, IN 47305

Commissioners:

Enclosed is the Monthly report for Delaware County. This report covers the period  
June 16, 2024 through July 15, 2024.

Respectfully submitted,

***Eric D. Strauch***

Eric Strauch, Inspector  
Delaware County Weights & Measures

Enclosure



WEIGHTS AND MEASURES MONTHLY REPORT  
State Form 44196 (R2/10-99)

Indiana Division of Weights & Measures  
2525 N Shadeland Ave., Ste D3, Indianapolis, Indiana 46219  
Office: (317) 356-7078 \* Fax: (317) 351-2877  
[www.in.gov](http://www.in.gov)

Inspector: Eric Strauch  
Jurisdiction: Delaware  
Date Start: June 16, 2024  
Date End: July 15, 2024



INSPECTION ACTIVITIES	Correct	Rejected	Red Tags	TOTAL
<b>SCALES</b>				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales	1	1		2
Portable & Dormant Scales	6	1		7
Hopper Scales				
Computing Scales	4			4
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
<b>MEASURING DEVICES</b>				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	290	57	1	348
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TESTS</b>				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked				
Firewood	25	175		200
LP Gas Cylinders				
Octane samples				
Mulch				
Misc. Determinations				
<b>GRAND TOTAL</b>	326	234	1	561

COMMENTS (Explain Miscellaneous Tests and Activities)

**PARTNERSHIP FUNDING AGREEMENT**

*between*

**Recovery Café Muncie**

*and*

**Delaware County Health Department**

\_\_\_\_\_ (“Partner”) enters into partnership with the Delaware County Health Department (“DCHD”) under the DCHD *Health First Delaware County* initiative.

Whereas, *Health First Delaware County* is a local Public Health initiative made possible through Health First Indiana funding received by the DCHD from the State of Indiana. Activities and partnerships funded under this initiative shall 1) address the Core Public Health Services as outlined by the Indiana Department of Health (“IDOH”) under Health First Indiana; 2) serve to address the Key Performance Indicators (“KPIs”) as outlined under Health First Indiana; and/or 3) address specific local DCHD and Public Health related needs.

Whereas, the Delaware County Health Department seeks to partner with select local agencies engaged in activities and programming that further the same goals as those set forth under Health First Indiana and Health First Delaware County;

Whereas, the Recovery Café Muncie is actively engaged in connecting community members to sustain long term recovery from addiction and other issues. Their Mission Statement is as follows: *We support development of the mind, body and spirit of individuals desiring recovery. By creating a community committed to love, support, equality, and inclusion, we will provide an environment that will support recovery;*

Whereas, the DCHD recognizes the overlap between 1) the mission, vision, and daily activities of the Recovery Café and 2) the DCHD goal of addressing local issues associated with addiction recovery and the IDOH KPIs of “*Trauma and Injury Prevention*” and “*Access and Linkage to Clinical Care*”.



**Therefore, DCHD awards funding under this partnership for the following:**

- Stipends for member leaders of five (5) current Recovery Circles (\$20 per session)
- Stipends for member leaders leading an additional four (4) weekly Recovery Circles (\$20 per session)
- Supply costs to facilitate Recovery Circles not to exceed \$500.00 (Five-hundred dollars).

**Total funding awarded for Partnership 2024-001: \$10,000.00 (Ten-thousand dollars)**

Partner shall provide a report detailing A) Monthly membership totals, B) Circle sessions and attendance of each; and C) Documentation of the expenditure of the above listed amount shall be provided to DCHD on or before 12/31/2024. Carryover of these funds into 2025 may be granted by DCHD following submission of a written report detailing the total expenditures and remaining funds as of 12/31/2024.

Partner agrees that failure to comply may result in required forfeiture of remaining funds and/or reimbursement of expenses occurring outside of the terms of this agreement. Either party may terminate this agreement with 30 day advance written notice.

Delaware County Commissioners	
	7.22.24
Shannon Henry	Date
	7.22.24
Sherry Riggie	Date
James King	Date
Ed Carroll, Auditor	Date
Delaware County Health Department	
Jammie Bane, Administrator	Date

Partner Agency
Agency Name
Agency Address
Responsible Party and Title
Primary Contact Phone & Email
Responsible Party Signature
Date