

# Delaware County Redevelopment Commission 1208 W. White River Blvd. Suite #135 Muncie, IN 47303

DCRC AGENDA- January, 9, 2025- 9:00 A.M.

## **REGULAR MEETING**

- 1. Welcome and Pledge to Flag
- 2. Roll Call
- 3. Reorganization
  - a. Election of President
  - b. Election of Vice President-VP must be from the appointees of the other appointing body of the President by statute
- 4. Approve Minutes from 12-5-24
- 5. 2025 service engagement agreements need sought:
  - a. Previous legal- Brooke &Struble
  - b. Accounting-Baker Tilly
- 6. 2025 bids for mowing DCRC owned properties need sought: Jay Crew was previous year's low bid
- 7. RAI dues- Redevelopment Assoc. of Indiana
- 8. Bonding for members- USI Insurance previous provider
- 9. Issue bids for Park One second entrance- American Structurepoint
- 10. Delaware Co. HW Dept. request for equipment purchase- Tommie Humbert
- 11. Coops Lawn Care paving request- Garrett Cooper
- 12. NE Corner of Morrison & Bethel- check scheduling of property closing date-Mark Sturgis
- 13. Discussion with members re the future of CR 600 W. & 400 S. project- American Structurepoint
- 14. Discussion with members re next steps on Cowan industrial site infrastructure install-Lochmueller Group
- 15. Discussion with members re phase II Cowan sidewalk project-United Engineering
- 16. Daleville/Salem water/sewer install nearing completion- in conjunction with TIF/ARP/READI United Engineering
- 17. Albany Bell Road entrance project, complete- in conjunction with TIF/ARP United Engineering

# **INVOICES:**

RAI (Redevelopment Assoc. of IN) Various \$ 125.00 Brooke & Struble Various \$1,860.00 Lochmueller Group Industrial \$2,715.22

Bond/BOT Invoices:

Adjourn:



# Delaware County Redevelopment Commission

1208 W. White River Blvd. Suite #135 Muncie, IN 47303 765-808-1484 bbookout@ecirpd.org

DCRC Minutes- December 5, 2024- 9:00 A.M.

#### **REGULAR MEETING**

- 1. Welcome and Pledge to Flag: Conyers welcomed everyone and led the pledge.
- 2. Roll Call Members present: John Adams, Michelle Badders, Bryce Conyers, Amber Greene, Rob Keisling, Angie Moyer
- 3. Approve Minutes from 11-14-24: Keisling motioned to approve. Greene seconded. Motion carried 5-0.
- 4.Res. 2024-19 Bridge #502 Assistance: Conyers recognized commission attorney John Brooke. Brooke shared that the resolution covers DCRC funding assistance with the Gharkey Street at Buck Creek bridge project. Keisling motioned to approve. Badders seconded. Motion carried 4-0 with Moyer abstaining.
- 5.Res. 2024-20 Cowan & Fuson Road Roundabout Assistance: Conyers recognized Brooke who gave an overview of the resolution sharing that the resolution pledges match funding for a future roundabout at Cowan and Fuson Roads. Badders motioned to approve. Keisling seconded. Motion carried 4-0 with Moyer abstaining.
- 6.Res. 2024-21 Bridge #179 Cornbread Road Assistance: Conyers recognized Brooke who shared that the resolution covers DCRC funding assistance with the Cornbread Road bridge project east of Tillotson Avenue. Badders motioned to approve. Greene seconded. Motion carried 4-0 with Moyer abstaining.

#### **INVOICES:**

Baker Tilly	Morrison	\$3,506.25
American Structurepoint	Morrison	\$84,157.17
United Consulting	Magna	\$12,291.90
RQAW	Park One	\$2,220.00
Mundell & Associates	Park One	\$202.50
Lochmueller Group	Magna	\$3,408.74
Town of Yorktown	Nebo	\$24,425.00
Brooke & Struble PC	Various	\$3,212.50

Bookout shared he had received an additional invoice from Jay Crew for mowing work at the Morrison Road and Bethel Avenue Northeast corner for \$103.00.

Keisling motioned to approve the invoices with the inclusion of the Jay Crew invoice. Motion carried 5-0.

# **Bond/BOT Invoices:**

First Harrison Bank Daleville \$93,212.95

Moyer motioned to approve the BOT invoice. Badders seconded. Motion carried 5-0.

#### Adjourn

Signed:

Moyer motioned to adjourn. Keisling seconded. Motion carried 5-0.

DCRC President	

# AGREEMENT FOR EMPLOYMENT OF DELAWARE COUNTY REDEVELOPMENT COMMISSION ATTORNEY

THIS AGREEMENT is made and entered into by and between the Delaware County Redevelopment Commission, Delaware County, Indiana, hereinafter referred to as "Redevelopment Commission" and John H. Brooke and Danyel Struble, attorneys at Brooke & Struble, PC, PC, 112 East Gilbert St., Muncie, Indiana, hereafter referred to as "Attorney."

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

- 1. The Redevelopment Commission hereby employs Attorney to perform legal services and give legal advice, litigation services and other advice, in relation to matters involving Delaware County Redevelopment Commission. Attorney hereby accepts said appointment and will render services described above during the term of the Agreement.
- 2. As compensation for services rendered by Attorneys pursuant to this Agreement, the Commissioners agree to pay Attorney the sum of Two Hundred Dollars (\$200.00) per hour as reasonable attorney fees for legal services provided by said Attorneys or their firm for any work assigned by the Redevelopment Commission. The Redevelopment Commission also agrees that to help reduce costs, they shall pay the rate of One Hundred Twenty-Five Dollars (\$125.00) for work performed by paralegals of the law firm on matters assigned. The Redevelopment Commission shall be billed monthly by invoices from Brooke & Struble, PC.
- 3. Delaware County Redevelopment Commission will be responsible for payment of any and all expenses incurred on behalf of the services provided to the Redevelopment Commission and other costs which may be necessary in the representation of the Delaware County Redevelopment Commission.
- 4. This Agreement shall be effective as of the date of execution and shall continue in effect until termination. Any fees incurred and whether billed or not shall be paid upon termination.

John H. Brooke	President, Delaware County Redevelopment Commission
Danvel Struble	

Dated this

day of January, 2025.



Baker Tilly Advisory Group, LP 8365 Keystone Crossing, Suite 300 Indianapolis, IN 46240 United States of America

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bakertilly.com

November 14, 2024

Delaware County Redevelopment Commission 1208 W. White River Blvd., Suite 109 Muncie, IN 47303

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by the Delaware County Redevelopment Commission (the Client) to assist the Client with advisory services.

# Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

# Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

# Delaware County Redevelopment Commission

November 14, 2024 Page 2

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

# Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below). Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royaltyfree worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

## **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

November 14, 2024 Page 3

# **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

## **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

November 14, 2024 Page 4

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

#### **Other Matters**

# E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

#### Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

#### Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

#### Anti-Nepotism

The Firm is aware of the provisions under IC 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

# Delaware County Redevelopment Commission

November 14, 2024 Page 5

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

#### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

## Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

Delaware County Redevelopment Commission
November 14, 2024 Page 6
If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.
Signature,
BAKER TILLY ADVISORY GROUP, LP
Mad-Rehal
Matthew R. Eckerle, Principal
Signature Section:
The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:
Name:
Title:
Date:

# Attachment A Important Disclosures

## Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

## **Affiliated Entities**

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiaries are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

# Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <a href="https://www.sec.gov/edgar/searchedgar/companysearch.html">https://www.sec.gov/edgar/searchedgar/companysearch.html</a> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

Engagement Letter dated: November 14, 2024 Between Delaware County Redevelopment Commission, and Baker Tilly Advisory Group, LP

RE: Delaware County Redevelopment Commission - Annual TIF Management Services

DATE: November 14, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the Delaware County Redevelopment Commission (the Client) and Baker Tilly Advisory Group, LP.

# SCOPE OF WORK

BTAG agrees to furnish and perform the following services.

# A. Annual Tax Increment Finance (TIF) Services

- As Requested, Calculate Base Value Adjustments (Neutralization) for Trending and General Reassessment
  - a) Contact the County Auditor's office and, with its cooperation and based on information provided by the County Auditor and Assessor, assist in performing or checking calculations with respect to base value adjustments, including determining base value adjustment factors, appeal and tax rate assumptions, and captured assessed values for each tax increment allocation area (TIF Area) in conjunction with annual Trending or General Reassessments. In performing this work, we rely on the accuracy of the information provided by the County Auditor and Assessor. We will <u>not</u> audit or review their information.
  - b) If necessary, travel to the County Auditor's and/or Assessor's offices to perform fieldwork that may be required. Obtain from the County Auditor and Assessor new tax abatement information, a list of new developments and assessed values (if available) and a list of outstanding parcel assessed value appeals for the TIF Area(s) to use in the calculation. Compare resulting calculations to historical captured value, if necessary.
  - c) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used during the assessed value certification process. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to certification.
  - d) With the cooperation of the County Auditor's office, assist the County Auditor's office with the monitoring of captured assessed value amounts for each TIF Area and taxing district that are used in the preparation of the County Abstract. If needed, assist the Auditor's office with any corrections to captured assessed value amounts that must be undertaken prior to the completion of the Abstract.
- 2. As Requested, Assist with the Annual Reporting and Meeting Requirements for the Commission
  - a) Assist the Commission in completing the annual reporting requirements on the activities of the Commission, includes various information for each TIF Area for the previous year to be filed with the Client's Fiscal body, Executive and Department of Local Government Finance by April 15 each year under IC 36-7-14-13.
  - b) Assist the Commission with the TIF planning, budget, impact analysis and annual meeting requirements set forth under IC 36-7-25-8, including attendance of the annual meeting if requested.



# 3. As Requested, Provide Excess Assessed Value Notification Assistance

- a) Assist the Commission in preparing an annual notice due to the County Auditor's office and overlapping taxing units by June 15<sup>th</sup>, notifying them of the amount of excess incremental assessed value that can be released to taxing units for the subsequent year, under 36-7-14-39(b)(4).
- b) If needed, prepare a current schedule of estimated TIF revenue, under current law, including the impact of known new developments, estimated tax abatement reductions, depreciation tables, if applicable, and anticipated changes in tax rates, if necessary.
- c) If needed, prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus, if necessary.
- d) Assist with the preparation of any required supporting documentation for the Captured Assessed Value Determination Resolution(s), if necessary.

# 4. As Requested, Monitor TIF Revenue and Preparation of an Annual TIF Report

- a) For the TIF Area(s), analyze recorded TIF revenue, comparing it to BTAG's previous estimates, identifying the sources of material differences.
- b) Identify major tax delinquencies materially affecting TIF revenue using information available from the County Auditor's office.
- c) Based on input from Commission representatives:
  - Trace known major developments and tax abatement reductions into the County's property tax records.
  - (2) Investigate, report and make recommendations regarding any material differences from anticipated assessed valuations and TIF revenue.
- d) Update TIF revenue estimates based upon current law and property tax data, including the impact of known new developments, estimated tax abatement reductions, personal property depreciation tables (if applicable), and estimated changes in tax rates (if applicable).
- e) Prepare a schedule demonstrating the extent to which estimated TIF revenue is expected to be sufficient to pay actual debt service or lease rentals on outstanding bonds and other planned projects for the TIF Area(s), notifying the Commission of any anticipated shortfalls or significant surplus.
- f) If needed, prepare illustrative schedules of amortization for bonds, leases, or other obligations payable from TIF revenue generated in the applicable TIF Area(s). Any illustrative amortizations prepared under this section will be for informational purposes only and may not be utilized in conjunction with the issuance of debt obligations.
- g) If needed, illustrate annual cash flow for each Allocation Area for a five-year period (or another period defined by the Commission) that accounts for debt and non-debt expenditures of the Commission.
- h) Provide an annual written Report and additional written materials as appropriate, reporting findings to the Commission.
- i) If requested, present the Report at a meeting of the Commission. Such Report is limited to the purposes set forth herein and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.



# 5. As Requested, DLGF Annual Spending Plan Preparation

- a. Meet with Client leadership to discuss priorities and plans for the next fiscal year, develop an annual spending plan, pursuant to IC 36-7-14-12.7 and DLGF guidelines, and present the annual spending plan before the RDC.
- b. If requested, present the spending plan at a meeting of the RDC. Such report is limited to the purposes set forth herein, and may not be used in conjunction with the issuance of additional debt obligations. TIF revenue estimates in support of the issuance of debt will be accomplished pursuant to the parameters of separate agreements.

# B. Periodic Services - Performed on an "As Requested" Basis

- 1. Analyze County TIF Parcel Records for Missing Parcels and Parcel Changes
  - a) Interview Client and/or County personnel to locate declaratory resolutions, base value dates, original maps of the TIF Area(s), together with any boundary changes that may have occurred subsequent to the creation of the TIF Area(s).
  - b) Compare County Auditor's TIF parcel list and maps to determine the extent to which they reflect changes that have occurred to the TIF boundaries of the Area and incorporate parcel splits and combinations.
  - c) Suggest corrections to the TIF database, as needed.

# 2. Assist with the Creation of New TIF Allocation Area

- a) As needed, work with the Client and its advisors to analyze the boundaries of the proposed TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed TIF Area.
- b) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed TIF Area, if needed.
- c) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
- d) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed TIF Area, as needed.
- e) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed TIF Area and to address any questions.

# 3. Assist with the Creation of New Residential TIF Allocation Area

a) Preliminary Planning and Development Services

Financial Analysis

- (1) Obtain estimates of the proposed real property investment from the developer or representatives of the developer for the purpose of estimating the amount of tax increment revenues to be generated from the proposed development and the impact of the establishment of the proposed Residential TIF Area on the overlapping taxing units, including illustrative State Basic Grant funding to the affected school corporation(s).
- (2) If requested, prepare analyses of different development/financing scenarios.
- (3) At the request of the Client, attend one public meeting to discuss the analysis.



Engagement Letter dated: November 14, 2024
Between Delaware County Redevelopment Commission, and
Baker Tilly Advisory Group, LP

- b) As needed, work with the Client and its advisors to analyze the boundaries of the proposed Residential TIF Area and potential assessed value impacts of proposed new construction/demolition projects within the proposed Residential TIF Area.
- c) As needed, provide information required by the Client's attorney for preparing resolutions and other legal documents required to establish the proposed Residential TIF Area, if needed.
- d) Prepare, on behalf of the Client, an analysis and a statement disclosing the impact of the proposed Residential TIF Area upon the overlapping taxing units (the Impact Statement) and facilitate the delivery of the Impact Statement to the overlapping taxing units.
- e) If needed, virtually or personally meet with representatives of the overlapping taxing units to discuss questions, comments or concerns related to the creation of the proposed Residential TIF Area, as needed.
- f) At the request of the Client, attend meetings and required public hearings to explain the impact of the creation of the proposed Residential TIF Area and to address any questions.

Baker Tilly Municipal Advisors (BTMA) agrees to furnish and perform the following services.

# C. Project Evaluation and Feasibility

- In connection with a proposed economic development project or prospect (the Project), discuss with Client (or Client representative) the proposed Project; potential incentives and/or related infrastructure needs; the use of tax increment financing (TIF), tax abatement and other sources of revenue and funding; preliminary financing options and feasibility analyses; timing and investment information needed for analysis; other issues and considerations.
- Prepare an estimate of real and depreciable personal property assessed value for the proposed development based on investment information provided by the company, the developer or its representatives. Prepare schedules of real and depreciable personal property tax abatement reductions, if applicable.
- Prepare a preliminary tax increment feasibility analysis to estimate the incremental property tax
  revenues that might be created by the Project and provide an estimate of the amount of bonds such
  revenues might support and potential incentive value. Discuss bond options and security needed to
  market bonds if applicable.
- 4. Review developer-prepared tax increment projections and bonding capacity analysis, and provide written feedback to the Client, if applicable.
- 5. Prepare financing feasibility analysis based upon a proposed split of tax increment between a developer and the Client, if applicable.
- 6. Prepare a preliminary analysis utilizing both new and existing tax increment considering any outstanding obligations payable from the existing TIF, and additional or leveraged funding such as grants, developer contributions or concessions and other sources of funds, and provide additional incentive options. Research new sources of potential revenue, if applicable.
- 7. Discuss preliminary financing feasibility with Client and company representatives and advisors. Attend meetings and participate in conference calls as requested.
- 8. If requested by the Client, prepare additional financing feasibility analyses and options as discussions and negotiations evolve.



# **COMPENSATION AND INVOICING**

For services as set forth in the scope sections above fees shall be:

Scope Section(s)	Fee	Not to Exceed
A1	Time and Expense* with minimum of \$1,250 per allocation area	
A2, A3, A5, B1, C	Time and Expense*	
A4	Time and Expense* with minimum of \$30,000	
B2, B3	Time and Expense* with minimum of \$8,000	\$16,000

# Standard Hourly Rates by Job Classification 9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

<sup>\*</sup>Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

# **BILLING PROCEDURES**

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

# Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

> Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.



- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

# Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

# **Termination**

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP

NI----

Matthew R. Eckerle, Principal

## Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

ivame:	
Title:	
Date:	



July 1, 2024

Members and prospective members,

As the Redevelopment Association of Indiana (RAI) Liaison, I want to thank you for your dedication to the economic strength of Indiana. The redevelopment association network is critical to share lessons learned and real application strategies across the state. We at Accelerate Indiana Municipalities (Aim) are here to support by providing technical assistance on unique questions, training opportunities, or other needs of your organization. The 2024 legislative session brought some changes to Tax Increment Finance tools so if you were not able to attend our legislative update please reach out and connect! bmccuaig@aimindiana.org

President Mary Tanis, Vice President Heather Pope would love to hear your feedback on meetings and agendas. As a reminder we will host our next scheduled meetings:

**August 16, 2024**, we will join Mayor Rock and his team at the beautiful new Gas City Music Center. 100 Auditorium Drive, Gas City, IN 46933. The agenda will be released soon, so save the date, but plan for a full day starting at 10:00 a.m. eastern.



October 9, 2024, Aim Ideas Summit, Grand Wayne Convention Center, 120 W Jefferson Blvd, Fort Wayne, IN 46802 at 8:30 a.m. eastern where we will have our officer election.

Thank you,

Becca McCuaig Chief Legal Counsel

RAI Liaison



# 2024-2025 Membership Form

Membership shall be open to any person professionally or voluntarily engaged and involved in the economic development or redevelopment of or on behalf of a city, town, or county of the State of Indiana. This includes members of a redevelopment commission, elected officials, local government staff, redevelopment professionals, the executive director of a redevelopment department or organization, and employees of a redevelopment department or organization. Company representatives may also join as approved by the RAI membership. For questions regarding RAI, please reach out to Becca McCuaig at bmccuaig@aimindiana.org.

Dues are assessed per municipality/organization instead of by individual. Therefore, multiple redevelopment individuals from the same municipality/organization can sign-up under one membership. Please call (317) 237-6200 Ext. 232 for your municipality/organization membership status.

MAIN CONTACT PERSON John Brooke	
JOB TITLE/POSITION Attorney for Commission	
city, town, county or organization Delaware County Redevelopment Commiss	sion
DEPARTMENT (IF APPLICAPLE)	
ADDRESS 1208 W. White River Blvd. St. #135	
city Muncia state IN zip 47303	
PHONE 765-741-1375 FAX	
EMAIL j brooke @ bslawgroup.com	
\$125 RENEWAL MEMBERSHIP	
PLEASE LIST ADDITIONAL MEMBERS FROM THE SAME MUNICIPALITY/ORGANIZATION:	
NAME: TITLE: EMAILADDRESS: Shenry Co. delaware, in. us	
Stephen Brand Member Sabranda co. de laware, in us	
Amber Greene Member amber 12 greene @ gmail.com	
Michelle Budders Wilmber rikeisling @ aep. com Michelle Budders Wilmber mbadders @ ecirpd. org	

Please mail or email this form. By Mail to: RAI, c/o Accelerate Indiana Municipalities (Aim), 125 W. Market St., Suite 100, Indianapolis, IN 46204. By Email: klubelski@aimindiana.org. If payment is not enclosed with your completed membership form, we will invoice you. Please note, membership is not active until payment is received. Mail completed forms and payment no later than December 31, 2024.



502-491-4000 CORBIN, KY 606-528-3700 EVANSVILLE, IN 812-425-4491 STANVILLE, KY 606-478-9201 INDIANAPOLIS, IN

317-872-8410

2/0-444-8390 FORT WAYNE, IN 260-489-4551 BOWLING GREEN, KY

270-780-3004

PLEASE REMIT TO: DEPARTMENT 8013 CAROL STREAM, IL. 60122-8013

Customer B132886 PARTS ORDER
\*\* QUOTE VALID 15 DAYS \*\*

Document IC2OL7 Pg

ON ACCOUNT

11/25/24

11:14

Sold To DELAWARE COUNTY HIGHWAY DEPT 7700 E JACKSON ST MUNCIE IN 47302 Ship To DELAWARE COUNTY HIGHWAY DEPT 7700 E JACKSON ST MUNCIE IN 47302

765/747-7818

765/747-7818

FOB WILL CALL

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1	1		FC CEM36 FGT ROTOR W/ C	דסמגי	NONSTK*		32,395	.00 32,	395.00
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Thank you for you * Core value base	r business! d on condition	of core		
			Total	32,945.00
Authorized Signature	Date	Pulled By	Checked	 d Bv

Thank you, we appreciate your business. Please include this invoice number with your remittance. Invoices remaining unpaid after 30 days are subject to a finance charge of 1 1/2% per month.

The **Buyer** should inspect the items described hereon upon receipt. Claims for shipping errors or damages must be made at the time of receipt. **See reverse side for return policy and warranty limitations.** 



Delaware County Highway Department

11.21.2024

7700 East Jackson Street

Muncie, Indianna, 47302

Tommie L. Humbert Jr. Attention: Mulcher Head for Gradall XL3100 Reference:

Below is proposal for items to complete the parts & attachment only portion of Mulcher Head for Gradall XL3100, does not include installation.

Gradali Window Guard ( Hinged): Item 1:

Gradall Case Drain Hydraulic Kit;

Item 2:

Item 3:

Item 4:

Gradall Mounting Adapter:

\$ 1,750.00

\$ 3,000.00

\$ 4,700.00

00 005 E95

TA

\$41,950.00 Fecon Bull Hog 8-15 Ton Excavator Mulching Head

Total Parts & Attachments Sale Price:

Kirby Smith Machinery, Oklahoma City, Oklahoma

Terms: FOB:

Availability Subject to:

Not included Installation:

Payment in full, before delivery Payment: Proposal:

Firm 30 Days

Thank you for considering Kirby Smith Machinery

2 20

Territy Sales

(682) 216-6687

es

Kirby-Smith Machinery



# **FW: Coops Paving**

1 message

Michelle Badders <mbadders@ecirpd.org>
To: Danyel Struble <dstruble@bslawgroup.com>
Cc: Bill Walters <bwalters@ecirpd.org>

Wed, Jan 8, 2025 at 12:15 PM

Cont..

## MICHELLE BADDERS

Administrative Assistant

Email: mbadders@ecirpd.org

1208 W. White River Blvd

Suite 136

Muncie, IN 47404

Cell- 765-730-7602

www.ecirpd.org



From: Garrett Cooper < coopslawncare 36@gmail.com>

Sent: Wednesday, November 13, 2024 9:19 PM
To: Brad Bookout <a href="mailto:bbookout@ecirpd.org">bbookout@ecirpd.org</a>>

Subject: Re: Coops Paving

Yes, I'll plan to attend Jan 9th. Thank you!

On Wed, Nov 13, 2024 at 8:00 AM Brad Bookout <a href="mailto:bbookout@ecirpd.org">bbookout@ecirpd.org</a> wrote:

Hey, Garrett! It's too late to get on the agenda for this month's meeting.

My suggestion is that we look at the December or January meeting dates. There is always the likelihood of new members coming on the board after the first of the year.
Would the January 9th meeting date works for you?
Bradley Bookout
Director of Economic Affairs
Delaware County, Indiana
ECI Regional Planning District
1208 W. White River Blvd.
Suite #136
Muncie, Indiana, USA 47303
Phone: 765-808-1484
Email: bbookout@ecirpd.org
On Nov 11, 2024, at 8:16 PM, Garrett Cooper <coopslawncare36@gmail.com> wrote:</coopslawncare36@gmail.com>
No, I was only invited for public comment. Primetrust was able to lend \$100k and wrote a letter stating we are not able to obtain external financing. I expect the total invoice to be \$120k for the base layer only. Top coat of \$68k needs completed by March. Do you recommend I revisit DCRC?
Thank you,
Garrett Cooper
On Mon, Nov 11, 2024 at 11:23 AM Brad Bookout <a href="mailto:bbookout@ecirpd.org">bbookout@ecirpd.org</a> > wrote:
Garrett- I'm following up to see if you were on the MRC agenda last week? Any update on funding from them?
Bradley Bookout
Director of Economic Affairs

Delaware County, Indiana				
ECI Regional Planning District				
1208 W. White River Blvd.				
Suite #136				
Muncie, Indiana, USA 47303				
Phone: 765-808-1484				
Email: bbookout@ecirpd.org				
On Sep 16, 2024, at 11:45 AM, Garrett Cooper <a href="Coopslawncare36@gmail.com">Coopslawncare36@gmail.com</a> wrote:				
Not at this time. Waiting on Primetrust to confirm how much they can lend and if they permit us to obtain external loans.				
Thank you,				
Garrett				
On Mon, Sep 16, 2024 at 11:02 AM Brad Bookout <a href="mailto:bbookout@ecirpd.org">bbookout@ecirpd.org</a> wrote:				
Garrett- good morning! Good to know that the deadline is not until March.				
With MRC and DCRC the same day- my advice is that MRC is the lead since you're in the city limits.				
Questions:				
Garrett- are you seeking assistance from the Industria Revolving Loan fund?				
Jeff- please advise if the MRC funding option exhausted?				

**Bradley Bookout** 

Director of Economic Affairs

Delaware County, Indiana

**ECI Regional Planning District** 

1208 W. White River Blvd.

Suite #136

Muncie, Indiana, USA 47303

Phone: 765-808-1484

Email: bbookout@ecirpd.org

On Sep 15, 2024, at 3:00 PM, Garrett Cooper <Coopslawncare36@gmail.com> wrote:

As the MRC and DCRC meetings are both 9/19 I wanted to provide an update on our project and funding request.

After the MRC meeting, I contacted my banker at Primetrust. She believes Primetrust is going to be able to finance a loan to assist with a portion of the paving costs. We also discovered our deadline to have the project completed is March of 2025, and not November of 2024.

With this in mind, I am asking if you could provide an update on behalf that I am still working tirelessly to obtain funding and will plan to attend the next meeting.

Thank you,

**Garrett Cooper** 

765-729-2975



# **Project**

1 message

Michelle Badders <mbadders@ecirpd.org>

Wed, Jan 8, 2025 at 1:51 PM

To: Kyle Winling < Kyle. Winling@lochgroup.com>

Cc: Bill Walters <bwalters@ecirpd.org>, "dstruble@bslawgroup.com" <dstruble@bslawgroup.com>

Good Afternoon, Kyle,

Bill and I have been working with our attorney Danyel Struble regarding the DCRC projects for tomorrow's meeting, as Brad is no longer with us. I need to

See if you have any new information on the Phase II Cowan industrial site infrastructure installation. I have CCed Danyel on this email.

Hope you have a great rest of your day!

Thank You,

## MICHELLE BADDERS

Administrative Assistant

Email: mbadders@ecirpd.org

1208 W. White River Blvd

Suite 136

Muncie, IN 47404

Cell- 765-730-7602

www.ecirpd.org





# Cowan sidewalk project budget estimate

1 message

Jeff Larrison Jeff.Larrison@ucindy.com>
To: "dstruble@bslawgroup.com" <dstruble@bslawgroup.com>

Wed, Jan 8, 2025 at 1:27 PM

Hi Danielle,

I found a copy of the project budget estimate that we provided to Brad that ultimately received RDC approval. It includes construction cost estimates for the additional phases. Take a look at it and let me know if you have any questions about any of the information in it.

If the RDC is interested in building any of the additional phases, we can provide a quick update to the cost estimates. There may not be much difference, but you would at least have the most up-to-date numbers possible.

Thanks!

Jeff





# Re: Cowan sidewalk project budget estimate

1 message

Jeff Larrison <Jeff.Larrison@ucindy.com>
To: Danyel Struble <dstruble@bslawgroup.com>

Wed, Jan 8, 2025 at 1:37 PM

You're very welcome!

The first phase of the Albany Project (Bell Road) is complete. There is a second phase that is partially designed, but we were put on hold because of changes in the plans for the fish farm. I believe their expansion plans may have been put on hold, so that caused the phase 2 portion of the project to be put on hold.

Phase 2 would take the road all the way north up to the fish farm. Right now it's just a short stub off of 28 for the Dollar General and a few outlots to be developed.

I believe all the land has been acquired for the project, and the majority of the design work is complete. The county and the town both asked that we make some modifications to the drainage along the proposed road, but we haven't gotten to that yet because the project was put on hold. There's not a lot left to do on it, but we're not gonna do anything until, or when, the fish farm expansion project move forward.

That's a lot of stuff to throw at you, so feel free to ask any questions or give me a call if that's more convenient.

Thanks!

Jeff

- > Thank you!
  > On another note, I understand the Albany project to be complete. Is that correct? Anything else I need to address with the board on that one?
  >
- > Sent from my iPhone
- >> On Jan 8, 2025, at 1:27 PM, Jeff Larrison <Jeff.Larrison@ucindy.com> wrote: >>

> On Jan 8, 2025, at 1:30 PM, Danyel Struble <a href="mailto:dstruble@bslawgroup.com">dstruble@bslawgroup.com</a> wrote:

>> >> >> Hi Danielle,

>> I found a copy of the project budget estimate that we provided to Brad that ultimately received RDC approval. It includes construction cost estimates for the additional phases. Take a look at it and let me know if you have any questions about any of the information in it.

>> If the RDC is interested in building any of the additional phases, we can provide a quick update to the cost estimates. There may not be much difference, but you would at least have the most up-to-date numbers possible.

>> Thanks!

>> >> Jeff

>>

>>

>> <00\_FINAL Cowan Sidewalk Project Budget Package 2023-12-08.pdf>

> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**ENGINEERING** 

**ENVIRONMENTAL** 

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

WATER & WASTEWATER

**SINCE 1965** 

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Melissa A. Stone, PE

Tony Fadoul, PE

December 8, 2023

Mr. James King Delaware County Commissioner

RE: Project Scope and Budget Estimate

Cowan Sidewalk Improvements

Dear Mr. King:

We are providing for your information and planning purposes a project scope and budget estimate associated with the proposed Cowan Sidewalk Improvements. This information was prepared based on discussions at our meeting held on November 13, 2023. The following information is being provided for your review:

- 1) Project Scope and Summary of Services
- 2) Project Budget Summary Estimate
- 3) Location Map
- 4) Right-of-Way Exhibit & Land Acquisition Summary Costs
- 5) Detailed Construction Cost Estimates

We hope that this information is useful for your planning and budgeting purposes. We look forward to continuing to help the county bring this important safety enhancement project to fruition.

If you have any questions or comments, please contact me at your convenience. My cell phone number is (317) 698-2945.

Sincerely,

UNITED CONSULTING >EC

Brian Pierson, PE Road Team Leader

enclosure

Suite 200, Indianapolis,

c: File Pendina

Jeff Larrison, UNITED - Business Development

# Project Scope and Summary of Services Cowan Sidewalk Improvements Delaware County

Delaware County has proposed a sidewalk improvement project along Monroe Street (CR 600 S) within the limits of the unincorporated community of Cowan in Monroe Township. The proposed improvements involve multiple phases of work on both the north and south sides of the road roughly between Cowan Elementary School (nearest intersection CR 50 W) and Center Road, with an east-west split between phases at the railroad tracks. A Location Map showing the proposed phasing is enclosed.

On November 13, 2023, United Consulting (UNITED) met with Commissioner James King, Highway Superintendent Tommie Humbert, and Engineering Project Director/Administrator Angela Moyer to discuss the project and examine the site. Items discussed at this meeting were incorporated into the enclosed project budget summary including construction costs broken out by phase as well as estimated design fees, part-time inspection fees, utility costs, and land acquisition costs for the overall project.

Several project requirements were discussed at the meeting. It was stated that the project is intended to be a safety enhancement, not a beautification. Proposed sidewalks are anticipated to be 5-feet wide. Missing gaps between existing sidewalk locations will be filled to provide connectivity. Private walkways and driveway approaches will be reconstructed within the existing right-of-way as needed to accommodate the new or reconstructed sidewalk. All trees within the grass utility strip between the sidewalk and the roadway will be removed. Lastly, a cost comparison was requested between using concrete versus asphalt material for the sidewalk. The cost difference between the two materials was determined to be negligible, or within approximately \$10,000 for each construction phase. No other roadway, drainage, or significant curb improvements are anticipated. Construction costs are in 2023 dollars and include a 15% contingency.

UNITED's proposed services primarily include sidewalk design and plan preparation for four separate construction packages. Ancillary design items include tree removal, clearing right-of-way, earthwork, curb ramps, sodding, and pavement markings for crosswalks. No topographic survey is anticipated, although a site visit to take notes and measurements is included. Design will be based on site visits, publicly available aerial photos, and/or GIS information. Plans and contract documents will be prepared and provide sufficient detail to either bid or request quotes for each phase and bidding services will assist with advertising and awarding the multiple construction projects. No environmental documentation, permitting, or utility coordination work is anticipated. UNITED will provide part-time construction inspection to serve as the County's representative and oversee operations during construction for up to four separate construction projects. The construction contractor will provide all necessary layout and grading adjustments to ensure ADA and drainage criteria are met.

No utility relocations are anticipated. It is expected that during design and construction the layout of the sidewalk can be adjusted to avoid impacting the handful of overhead utility poles and sewer manholes in the vicinity of the sidewalk.



12/8/23

The enclosed Right-of-Way Exhibit and Land Acquisition Summary Costs highlight five parcels that require further investigation. Parcel 1 is owned by the Cowan Community School Corporation. Parcel 2 is needed in order to provide connectivity to the elementary school. Parcels 3 and 4 are at the far east end of the project and could be eliminated with minimal impact. Parcel 5 includes the southwest corner of Monroe St and CR 50 W and could be eliminated since it is at the far west end of the project and a north-south crossing of Monroe St can be provided on the east side of CR 50 W. If property is purchased, we would suggest permanent acquisition rather than temporary right-of-entry so that the sidewalk would remain public property after constructed. For planning purposes, we have included acquisition fees and land costs for all five parcels. Obtaining property rights locally is another option depending on the project funding.



# Cowan Sidewalk Improvements

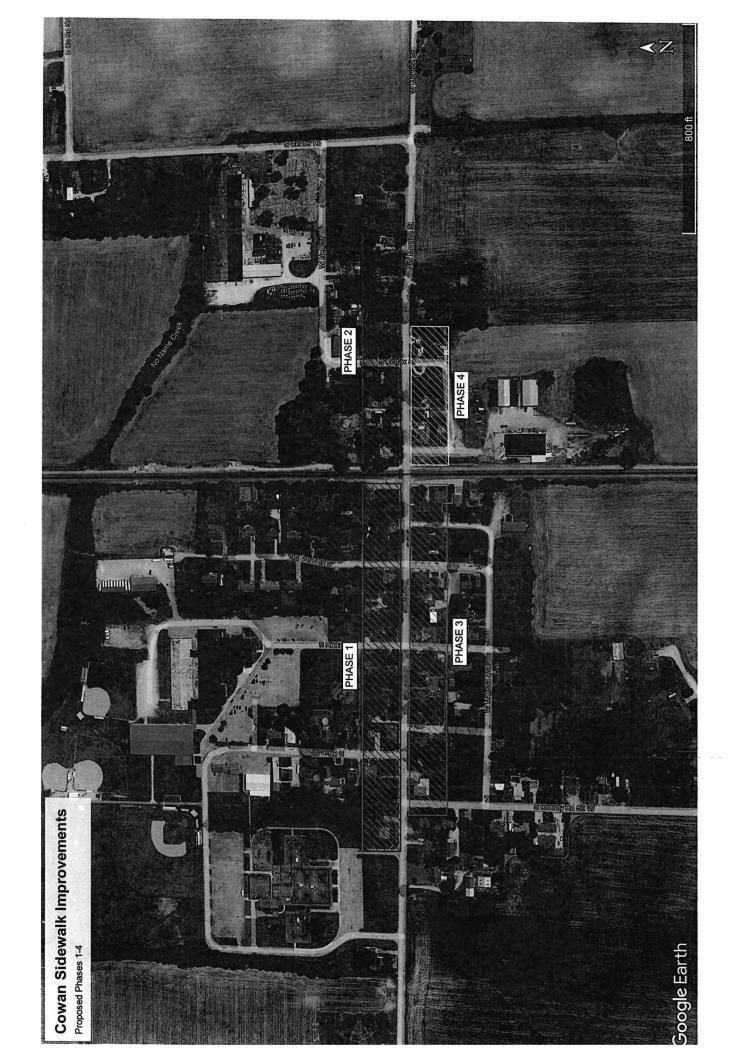
# **Delaware County**

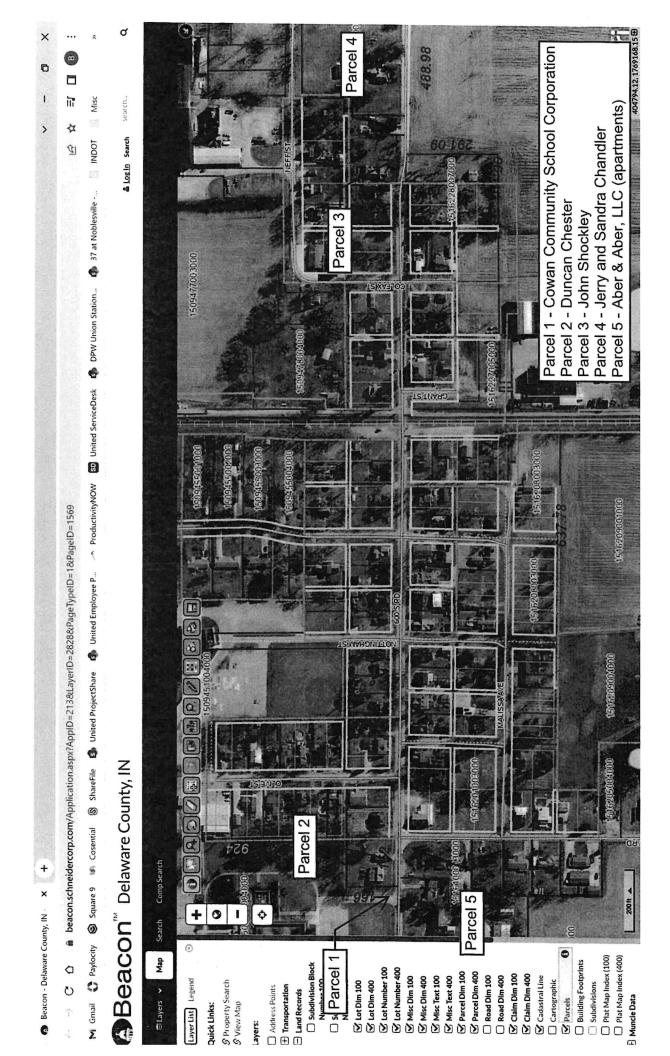
# Project Budget Summary Estimate

Prepared by United Consulting on 12/8/2023

	T	OTAL COST
ESTIMATED CONSTRUCTION COST (1)	\$	826,153.85
Sidewalk Improvements Phase 1	\$	296,493.92
Sidewalk Improvements Phase 2	\$	188,698.27
Sidewalk Improvements Phase 3	\$	231,426.92
Sidewalk Improvements Phase 4	\$	109,534.74
ESTIMATED PROFESSIONAL ENGINEERING SERVICES (2)	\$	50,100.00
ESTIMATED PART-TIME CONSTRUCTION INSPECTION SERVICES (2)	\$	55,400.00
ESTIMATED REIMURSABLE UTILITY RELOCATIONS (3)		N/A
ESTIMATED LAND ACQUISITION COSTS (4)	\$	170,280.00
TOTAL COST	\$	1,101,933.85

- (1) Cost estimates are in 2023 dollars and include a 15% contingency.
- (2) Estimated services assume up to four separate bid packages/construction phases.
- (3) No utility relocations are anticipated.
- (4) Estimated costs include fees and land values for up to five parcels.





# 7:09 AM

# Cowan Sidewalk Improvements Project Delaware County, Indiana Land Acquisition Summary of Services

					-	-							The second name of	-	-	-	The state of the s			
Parcel	Parcel ID	Namo	Cost Per Acre	Cost Per Acre ROW (acres)	Land Cost	Damages	Cost to Cure Relocation	Relocation	TOTAL ESTIMATED OFFER	Appraisal Type	Title Work	Right-of-Way Engineering	Right-of-Way Staking	Right-of-Way Right-of-Way Route Survey Engineering Staking Plat (Lump Sum)	Appraisal	Second Appraisal	Right of Way Buying	Right of Way Right of Way Buying Management	Relocation Services	TOTAL SERVICES EXPENSE
-	18-15-09-300-004.000-012	18-15-09-300-004,000-012 Cowan Community School Corporation	\$ 20,000	0.050	\$ 000.1	٠ -	\$ 5,000 \$	•	000'9	VF	s 005 s	\$ 2,500 \$	\$ 750		s 2,055 s	s .	\$ 2,160 \$	\$ 1,750 \$	s - s	\$ 9,715
2	18-15-09-300-009.000-012 Chester Duncan		\$ 45,000	060.0	\$ 4.050 \$	\$ 15,000			19,050	LF.	s 009 s	\$ 2,500 \$	\$ 750		\$ 4,815 \$		\$ 2.160 \$	s 1,750 s		\$ 12,475
3	18-15-09-479-013.000-012 John D Shockley	John D Shockley	\$ 45,000	0.110	\$ 4,950 \$	\$ 26,000 \$	<u>s</u>		30,950	G	\$ 200	\$ 2,500 \$	\$ 750		\$ 4,815 \$	\$ 4,815 \$	\$ 2,160 \$	\$ 1,750 \$		\$ 17,290
4	18-15-09-479-014.000-012	16-15-09-479-014,000-012 Jerry L. and Sandra F. Chandler	\$ 70,000	0.050	\$ 3.500 \$	\$ 16,000 \$	\$ 250 \$		19,750	LF.	s 200 s	\$ 2,500 \$	052 \$		\$ 4,815 \$	s - s	S 2,160 S	1,750		\$ 12,475
v	18-15-16-100-013.000-012 Aber & Aber, LLC	Aber & Aber, LLC	35,000	0.040	\$ 1,400 \$	\$ 20,000 \$	\$	•	21,400	J.	\$ 009 \$	\$ 2,500 \$	s 750		\$ 4,815 \$		\$ 2,160 \$	\$ 1,750	·	\$ 12,475
		TOTAL		075'0	\$ 14,900 \$	\$ 77,000	\$ 5,250 \$	•	97,150		\$ 2,500 \$	\$ 12,500 \$	\$ 3,750		21,315	8,700 \$ 21,315 \$ 4,815 \$ 10,800 \$	10,800	8 8,750 8	· · ·	5 73,130
Notes:		APA Appraisal Appraisal Review and Busing fees established using 1/1/2023 INDOT Fee Schedule	Tone netablish	od using 1/1/2023 i	NDOT Fee Sched	ila														



By: BJP Checked: ESH Date: 11/21/2023 Date: 12/8/2023

# Cowan Sidewalk Improvements Phase 1

Pay Item	Quantity	U	Init Cost	Pay Unit	19	Total Cost
Tree 18 Inch, Remove	3	\$	1,250.00	EACH	\$	3,750.00
Tree 30 Inch, Remove	7	\$	2,125.00	EACH	\$	14,875.00
Tree 48 Inch, Remove	2	\$	4,000.00	EACH	\$	8,000.00
Tree 60 Inch, Remove	2	\$	5,675.00	EACH	\$	11,350.00
Pavement, Remove	175	\$	42.00	SYS	\$	7,350.00
Curb, Concrete, Remove	100	\$	22.00	LFT	\$	2,200.00
Sidewalk Concrete, Remove	806	\$	25.00	SYS	\$	20,150.00
Excavation, Common	134	\$	110.00	CYS	\$	14,740.00
Borrow	67	\$	50.00	CYS	\$	3,350.00
Subgrade Treatment, Type II	175	\$	43.00	SYS	\$	7,525.00
Curb Ramp, Concrete	75	\$	250.00	SYS	\$	18,750.00
Detectable Warning Surface	10	\$	366.00	SYS	\$	3,660.00
Sidewalk, Concrete	806	\$	79.00	SYS	\$	63,674.00
Curb, Concrete	100	\$	51.00	LFT	\$	5,100.00
PCCP for Approaches, 6 IN.	175	\$	110.00	SYS	\$	19,250.00
Sodding	645	\$	28.00	SYS	\$	18,060.00
Water	3	\$	400.00	kGAL	\$	1,200.00
Transverse Marking, Thermoplastic,						
Crosswalk, 6"	150	\$	4.00	LFT	\$	600.00
Transverse Marking, Thermoplastic, Stop					•	
Line, 24"	38	\$	16.00	LFT	\$	608.00
SUBTOTAL 1:					\$	224,192.00
Construction Engineering			3.0%	LS	\$	6,725.76
Mobilization & Demobilization			5.0%	LS	\$	11,209.60
Clearing Right-of-Way			2.0%	LS	\$	4,483.84
Maintenance of Traffic			5.0%	LS	\$	11,209.60
SUBTOTAL 2:					\$	33,628.80
Contingency			15.0%	LS	\$	38,673.12
TOTAL CONSTRUCTION COST:					\$	296,493.92



By: BJP Checked: ESH Date: 11/21/2023 Date: 12/8/2023

### Cowan Sidewalk Improvements Phase 2

Pay Item	Quantity	Unit Cost	: Pay Unit		Total Cost
Tree 18 Inch, Remove	2	\$ 1,250.0	0 EACH	\$	2,500.00
Tree 30 Inch, Remove	1	\$ 2,125.0	0 EACH	\$	2,125.00
Tree 48 Inch, Remove	3	\$ 4,000.0	0 EACH	\$	12,000.00
Tree 60 Inch, Remove	3	\$ 5,675.0	0 EACH	\$	17,025.00
Pavement, Remove	125	\$ 42.0	0 SYS	\$	5,250.00
Curb, Concrete, Remove	0	\$ 22.0	O LFT	\$	.=
Sidewalk Concrete, Remove	514	\$ 25.0	0 SYS	\$	12,850.00
Excavation, Common	86	\$ 110.0	0 CYS	۲.	0.460.00
Borrow	43	\$ 50.0		\$	9,460.00
Subgrade Treatment, Type II	125			\$	2,150.00
Subgrade freatment, Type II	125	\$ 43.0	0 SYS	\$	5,375.00
Curb Ramp, Concrete	23	\$ 250.0	0 SYS	\$	5,750.00
Detectable Warning Surface	3	\$ 366.0	0 SYS	\$	1,098.00
Sidewalk, Concrete	514	\$ 79.0	O SYS	\$	40,606.00
Curb, Concrete	0	\$ 51.0	0 LFT	\$	-
PCCP for Approaches, 6 IN.	125	\$ 110.0	0 SYS	\$	13,750.00
Sodding	412	ć 20.0	o cyc	,	11 525 00
Water	2	\$ 28.0 \$ 400.0		\$	11,536.00
water	2	\$ 400.0	0 kGAL	\$	800.00
Transverse Marking, Thermoplastic,					
Crosswalk, 6"	50	\$ 4.0	0 LFT	\$	200.00
Transverse Marking, Thermoplastic, Stop		.,		*	200.00
Line, 24"	13	\$ 16.0	0 LFT	\$	208.00
SUBTOTAL 1:				\$	142,683.00
Construction Engineering		3.0%	LS	\$	4,280.49
Mobilization & Demobilization		5.0%	LS	\$	7,134.15
Clearing Right-of-Way		2.0%	LS	\$	2,853.66
Maintenance of Traffic		5.0%	LS	\$	7,134.15
		3.070	LS	Ą	7,134.15
SUBTOTAL 2:				\$	21,402.45
Contingency		15.0%	LS	\$	24,612.82
TOTAL CONSTRUCTION COST:				\$	188,698.27



By: BJP Checked: ESH Date: 11/21/2023 Date: 12/8/2023

## Cowan Sidewalk Improvements Phase 3

Pay Item	Quantity	ι	Jnit Cost	Pay Unit	Total Cost
Tree 18 Inch, Remove	5	\$	1,250.00	EACH	\$ 6,250.00
Tree 30 Inch, Remove	5	\$	2,125.00	<b>EACH</b>	\$ 10,625.00
Tree 48 Inch, Remove	3	\$	4,000.00	EACH	\$ 12,000.00
Tree 60 Inch, Remove	0	\$	5,675.00	<b>EACH</b>	\$ -
Pavement, Remove	75	\$	42.00	SYS	\$ 3,150.00
Curb, Concrete, Remove	0	\$	22.00	LFT	\$ -
Sidewalk Concrete, Remove	695	\$	25.00	SYS	\$ 17,375.00
Excavation, Common	116	\$	110.00	CYS	\$ 12,760.00
Borrow	58	\$	50.00	CYS	\$ 2,900.00
Subgrade Treatment, Type II	75	\$	43.00	SYS	\$ 3,225.00
Curb Ramp, Concrete	83	\$	250.00	SYS	\$ 20,750.00
Detectable Warning Surface	11	\$	366.00	SYS	\$ 4,026.00
Sidewalk, Concrete	695	\$	79.00	SYS	\$ 54,905.00
Curb, Concrete	0	\$	51.00	LFT	\$ -
PCCP for Approaches, 6 IN.	75	\$	110.00	SYS	\$ 8,250.00
Sodding	556	\$	28.00	SYS	\$ 15,568.00
Water	3	\$	400.00	kGAL	\$ 1,200.00
Transverse Marking, Thermoplastic,					
Crosswalk, 6"	250	\$	4.00	LFT	\$ 1,000.00
Transverse Marking, Thermoplastic, Stop					
Line, 24"	63	\$	16.00	LFT	\$ 1,008.00
SUBTOTAL 1:					\$ 174,992.00
Construction Engineering			3.0%	LS	\$ 5,249.76
Mobilization & Demobilization			5.0%	LS	\$ 8,749.60
Clearing Right-of-Way			2.0%	LS	\$ 3,499.84
Maintenance of Traffic			5.0%	LS	\$ 8,749.60
SUBTOTAL 2:					\$ 26,248.80
Contingency			15.0%	LS	\$ 30,186.12
TOTAL CONSTRUCTION COST:					\$ 231,426.92



By: BJP Checked: ESH

Date: 11/21/2023 Date: 12/8/2023

## Cowan Sidewalk Improvements Phase 4

Pay Item	Quantity	ι	Jnit Cost	Pay Unit	 Total Cost
Tree 18 Inch, Remove	1	\$	1,250.00	EACH	\$ 1,250.00
Tree 30 Inch, Remove	0	\$	2,125.00	EACH	\$ -
Tree 48 Inch, Remove	1	\$	4,000.00	EACH	\$ 4,000.00
Tree 60 Inch, Remove	0	\$	5,675.00	EACH	\$ 
Pavement, Remove	100	\$	42.00	SYS	\$ 4,200.00
Curb, Concrete, Remove	0	\$	22.00	LFT	\$ =
Sidewalk Concrete, Remove	306	\$	25.00	SYS	\$ 7,650.00
Excavation, Common	51	\$	110.00	CYS	\$ 5,610.00
Borrow	25	\$	50.00	CYS	\$ 1,250.00
Subgrade Treatment, Type II	100	\$	43.00	SYS	\$ 4,300.00
Curb Ramp, Concrete	38	\$	250.00	SYS	\$ 9,500.00
Detectable Warning Surface	5	\$	366.00	SYS	\$ 1,830.00
Sidewalk, Concrete	306	\$	79.00	SYS	\$ 24,174.00
Curb, Concrete	0	\$	51.00	LFT	\$ -
PCCP for Approaches, 6 IN.	100	\$	110.00	SYS	\$ 11,000.00
Sodding	245	\$	28.00	SYS	\$ 6,860.00
Water	1	\$	400.00	kGAL	\$ 400.00
Transverse Marking, Thermoplastic,					
Crosswalk, 6"	100	\$	4.00	LFT	\$ 400.00
Transverse Marking, Thermoplastic, Stop					
Line, 24"	25	\$	16.00	LFT	\$ 400.00
SUBTOTAL 1:					\$ 82,824.00
Construction Engineering			3.0%	LS	\$ 2,484.72
Mobilization & Demobilization			5.0%	LS	\$ 4,141.20
Clearing Right-of-Way			2.0%	LS	\$ 1,656.48
Maintenance of Traffic			5.0%	LS	\$ 4,141.20
SUBTOTAL 2:					\$ 12,423.60
Contingency			15.0%	LS	\$ 14,287.14
TOTAL CONSTRUCTION COST:					\$ 109,534.74



### Fwd: Bell Rd Phase 2 - Project Budget Estimate

1 message

Jeff Larrison <Jeff.Larrison@ucindy.com>
To: Danyel Struble <dstruble@bslawgroup.com>

Wed, Jan 8, 2025 at 1:44 PM

Hi Danielle

I just remembered that our engineer for the Bell Road project in Albany had given Brad an updated project cost estimate. Here is a copy of the email he sent to Brad. I guess there's a little bit more work than I remembered that still needs to be done.

Again, let me know if you have any questions about any of this. I'll be happy to answer them.

Jeff

Begin forwarded message:

From: Brian Pierson < Brian. Pierson@ucindy.com >

Date: August 2, 2024 at 11:32:44 AM EDT

Subject: Bell Rd Phase 2 - Project Budget Estimate

Brad,

Please see attached the Project Budget Estimate for Bell Road Phase 2 we discussed last week. This package should provide the information you were looking for to assist with preparing the necessary bonds to finance the project. I'm sure you are mostly interested in the numbers, but please take a few minutes to read through the scope of work just to make sure we're all on the same page with what you'd like to see built out there.

Not knowing exactly what the schedule is for the project, we provided a table that broke out all the costs assuming a 5% inflation per year covering 2024 through 2027. It's sorted by year, but you could even mix-and-match if you think for example we could be designing in 2024 and constructing in 2025.

Please let me know if you have any questions or need anything else from us.

Sincerely,

Brian Pierson, PE

Transportation Team Leader

O: 317-895-2585 C: 317-698-2945

E: brian.pierson@ucindy.com 8440 Allison Pointe Blvd., Ste. 200 Indianapolis, IN 46250 www.ucindy.com

#### 2 attachments



00 Bell Rd Ph 2 Project Budget Package 20240802.pdf 3274K



**ENGINEERING** 

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August 2, 2024

Mr. Brad Bookout Director of Municipal & Economic Affairs Delaware County ECI Regional Planning District 1208 W. White River Blvd. Suite #136 Muncie, Indiana 47303

RE: Bell Road Phase 2

Scope of Services and Summary of Project Costs

Dear Mr. Bookout:

Enclosed herewith is the information you requested related to the extension of Bell Road from just north of SR 28/67 to Gregory Road. This information is based on our telephone discussions on July 22, 2024 and July 25, 2024. The following items are provided for your review:

- 1) Project Location Map
- 2) Professional Scope of Services
- 3) Summary of Project Costs
- 4) Construction Cost Estimates

We look forward to the Town of Albany and Delaware County Redevelopment Commission securing funding for this project and moving forward with preparing a professional services agreement for the eventual design and inspection when you are ready to take that step. Until then, if you have any questions or comments, please contact me anytime. My cell number is 317-698-2945.

Sincerely,

UNITED CONSULTING SEC

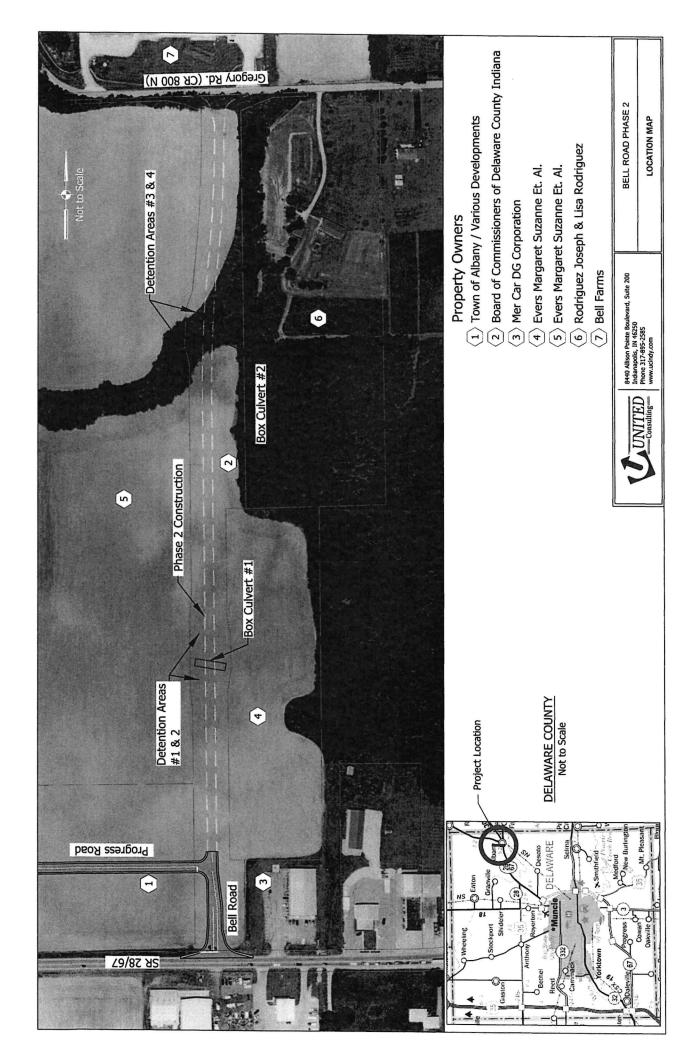
Brian Pierson, PE Project Team Leader

enclosures

Blvd.,

Steven Zehr, PE John D. SanGiorgio, PE Troy A. Casey, PE Mitchell D. Lankford, PE Joy L. Bosse, PE Melissa A. Stone, PE Tony Fadoul, PE

Mr. Steve Hall, Town of Albany Mr. Jeff Larrison, United Consulting File Pending



## Bell Road Phase 2 Town of Albany, Delaware County Redevelopment Commission

#### **Project Scope of Work**

#### I. GENERAL

The Town of Albany and the Delaware County Redevelopment Commission would like to construct Phase 2 of Bell Road, from the current dead end located approximately 400-feet north of SR 28/67 to Gregory Road (CR 800N). Construction would include new roadway, ditches to control surface runoff, stormwater detention to meet local requirements, and two box culverts to convey water underneath the roadway based on existing drainage flow patterns. The project length is approximately 2,000 feet (0.38 miles). See the Project Location Map for more details.

UNITED has developed prior designs for this proposed corridor, most recently in 2017. This previously prepared information will be utilized to create an updated set of plans and construction contract documents. Design computations will be reviewed for compliance with current Indiana Department of Transportation (INDOT) and American Association of State Highway and Transportation Officials (AASHTO) standards and revisions made as necessary to account for changes to existing conditions and design standards.

#### II. EXISTING CONDITIONS

The future north-south Bell Road alignment connects the existing Bell Road approach off SR 28 and Gregory Road. Existing land usage is primarily agricultural with developing commercial use at the south end of the project. The proposed alignment crosses two existing drainage swales as well as a known local field tile (non-county regulated). The proposed alignment is located along the west end of the Town of Albany just west of the Dollar General Store on the north side of SR 28.

SR 28 is a two-lane rural section approximately 30-ft wide with shallow roadside ditches on both sides. Existing posted speed limit on the asphalt surfaced facility is 50 MPH west of the proposed roadway and 35 MPH to the east, while Gregory Road is only posted to the east of the proposed construction at 20 MPH. Gregory Road is an unstriped rural asphalt road of about 18-feet in width with no shoulders and no discernable roadside drainage. The previously constructed approach section of Bell Road is a two-lane roadway with curb and gutter, including a southbound left-turn lane at SR 28, with a posted speed limit of 30 MPH.

#### III. DESIGN SURVEY

UNITED completed the original topographic survey for the proposed Bell Road alignment in 2013 and a supplemental survey for the entire corridor in 2022. Additional survey will be required for the newly constructed portion of Bell Road and to re-establish horizontal and vertical control points for the project needed to facilitate construction. Current property ownership along the corridor will be confirmed as part of the additional survey.

#### IV. GEOTECHNICAL INVESTIGATION

A Geotechnical Evaluation and Report was previously completed in 2014 for the proposed Bell Road alignment and will be utilized to evaluate the subsurface conditions and to provide the necessary information for drainage structure installation and earthwork recommendations.



#### V. ENVIRONMENTAL CONSIDERATIONS

#### Wetland and Stream Impacts:

Previously submitted permits for the proposed Bell Road project identified minor stream and wetland impacts. An updated Waters of the United States (WOTUS) Report is required to review the previously investigated project limits as the previous report has expired and is not longer valid.

#### Historic and Cultural Resources:

<u>Archeological:</u> The proposed project will not result in the acquisition of new right-of-way; therefore, no additional archeological investigations are included in this scope of work.

<u>Historical:</u> The Delaware County Interim Report was reviewed for the proposed project. The interim report does not show any historic resources within the project limits. No further historic and cultural resource investigations are included in this scope of work.

#### Red Flag and Hazardous Materials:

A search of the red flag indicators revealed an environmental clean-up site adjacent the project corridor. However, no direct impacts are anticipated to this site, and a Red Flag Investigation is not included in this scope of work.

#### **Regulatory Permits:**

<u>IDEM CSGP (formerly Rule 5) Permit:</u> This project will require a Rule 5 Permit from the Indiana Department of Environmental Management (IDEM) as a result of ground disturbance exceeding 1.0 acre.

<u>IDEM Section 401 Water Quality Certification:</u> This project will require Section 401 approval from IDEM as a result of construction activities occurring below the Ordinary High-Water Mark (OHWM) of an unnamed tributary to the Mississinewa River.

<u>U.S. Army Corps of Engineers Section 404 Permit:</u> This project will require Section 404 approval from the United States Army Corps of Engineers (USACE) as a result of fill material being placed below the OHWM of an unnamed tributary to the Mississinewa River.

<u>Delaware County Drainage Permit:</u> This project will require approval from the Drainage Board as a result of proposed land alterations within the Riley Stafford Legal Drain basin.

#### VI. INDOT PERMIT

An INDOT Driveway Permit will not be required since the connection to SR 28 was already constructed as part of a previous project.

#### VII. ROAD DESIGN & PLANS

The proposed work generally includes new roadway and stormwater ditches along the proposed alignment for future Bell Road. A majority of the Bell Road typical section will consist of one 11-foot wide lane in each direction with 6-foot wide paved shoulders on either side. However, a short section of approximately 150-feet at the south end of the project will be constructed using curb and gutter adjacent to the Town of Albany's economic development parcel to tie-in to the previously build section



of road. Roadway geometry will be verified using a WB-50 semi-trailer truck due to anticipated large vehicles accessing the Bell Farms property to the north. The proposed speed limit for this Local Road is 30 MPH.

#### VIII. CULVERT AND DETENTION DESIGN & PLANS

The stormwater ditches will outlet to the existing drainage swales. Up to four separate detention basins are anticipated: two for each drainage swale. Detention will not account for future developments outside of the public right-of-way. The previously designed box culverts at the existing drainage swales will be reviewed based on the revised roadway geometry and adjusted as necessary. At least one existing local field tile (non-county regulated) is known to be located within the project limits and will be connected into the proposed stormwater ditches if feasible.

#### IX. PAVEMENT DESIGN

A proposed pavement design will be completed using the Mechanistic Empirical Pavement Design Guide (MEPDG) and Pavement ME software.

#### X. WATER MAIN DESIGN & PLANS

This work includes extending the recently constructed water main from Bell Road Phase 1 approximately 2,000-feet north to Gregory Road.

#### XI. SANITARY SEWER DESIGN & PLANS

This work includes extending the recently constructed sanitary sewer from Bell Road Phase 1 approximately 2,000-feet north to Gregory Road.

#### XII. UTILITY COORDINATION

There are overhead electrical distribution lines (American Electric Power) along the west side of the existing Bell Road right-of-way connecting to overhead lines along the north side of SR 28 and along the north side of Gregory Road. AEP also has fiber optic telecoms in the area. Other adjacent utilities along either SR 28 or Gregory Road include AT&T Distribution for communications, CenterPoint Energy for gas, and Comcast Cable for cable TV. The south end of previously constructed Bell Rd includes water and sanitary sewer facilities owned by the Town of Albany.

The project is not expected to directly impact or require relocation of the existing facilities. UNITED will proceed with utility coordination in accordance with Indiana Administrative Code Article 105-IAC-13 to verify existing locations and confirm the avoidance of conflicts.

#### XIII. RIGHT-OF-WAY

All work is anticipated to be within property owned by the Delaware County Board of Commissioners. Land Acquisition is not included in this scope of work.

#### XIV. BIDDING SERVICES

Bidding services include assembling the specifications and bid documents into a construction contract book, advertising the project in the local news publications, distribution of plans and specifications to bidders through an online plan room, issuing addenda as required, reviewing the bids for completeness, certifying a bid tabulation, and preparing a recommendation to award



based on the lowest responsive and responsible bidder.

#### XV. POST-BID DESIGN SERVICES

This element involves attendance at the preconstruction meeting, reviewing shop drawings for drainage structures, responding to contractor RFI's, and attending up to five meetings and/or site visits as requested by the CLIENT.

#### XVI. PROJECT SCHEDULE

A Project Schedule will be determined once funding has been allocated.

#### XVII. PROJECT BUDGET

A Summary of Project Costs is included. Construction costs are based on detailed quantity calculations and current unit price data. A 10% contingency has been included and the construction cost has been inflated an additional 5% assuming construction will take place in 2025.

#### XVIII. PART-TIME CONSTRUCTION INSPECTION

UNITED will provide Part-Time Construction Inspection services to ensure that the project standards and specifications are followed. Our inspectors will also serve as both a liaison between the Contractor and County and as the County's representative overseeing the Contractor's work. A Final Construction Record will be prepared and delivered to the County along with inspection records.



# Delaware County Bell Road Stormwater Sewer and Detention Improvements

### **Summary of Project Costs**

Description		Fee
Supplemental Design Survey	\$	5,600
LIC Webers Deport 9 Well and D. L. C.	\$	5,700
Demilator, Demila	\$	14,900
Pood Course Pooling & Div	\$	60,800
Cultivat Design 9 Disease	\$	12,300
Detention Design 9 Plans	\$	61,200
Dovement Design	\$	5,100
I Hilly Consideration	\$	14,600
Didding Continu	\$	11,200
Roadway Preliminary Engineering Services:	\$	191,400
Total Roadway Preliminary Engineering Services (Rounded):		200,000
	\$	2,100,000
	\$	10,000
	\$	147,000
	\$	
Utility Relocations (No Cost Anticipated)	\$	-
Roadway Construction Costs: S	\$	2,257,000
Total Roadway Construction Costs (Rounded):	\$	2,300,000
Water Main Preliminary Engineering Services	•	00.500
	\$	39,500
Total Water Main Preliminary Engineering Services (Rounded):	\$	40,000
Water Main Estimated Construction Cost	\$	320,000
Webs Main Day Bull Day on the	\$	10,200
Webs Mais Boot Time Country in 1990	\$	22,400
Water Main Construction Costs: 9	\$	392,600
Total Water Main Construction Costs (Rounded):	\$	400,000
One there Course Bullium English and the course of the cou		
	\$	40,200
Total Sanitary Sewer Preliminary Engineering Services (Rounded):	\$	50,000
Sanitary Sewer Estimated Construction Cost	2	320,000
One the Court But But But But But But But But But Bu	\$ \$	10,200
Oction Course Port Transport	\$ \$	22,400
Sanitary Sewer Construction Costs: S		402,600
Total Sanitary Sewer Construction Costs (Rounded):	(2)	
rotal Samtary Sewer Construction Costs (Rounded):	Ψ	410,000



## Delaware County Bell Road Stormwater Sewer and Detention Improvements

### **Summary of Project Costs**

Subtotals	\$460,000	\$483,000	\$507,150	\$532,508
Sanitary Sewer Construction Costs	\$410,000	\$430,500	\$452,025	\$474,626
Sanitary Sewer Prelim. Eng. Services	\$50,000	\$52,500	\$55,125	\$57,881
Subtotals	\$440,000	\$462,000	\$485,100	\$509,355
Water Main Construction Costs	\$400,000	\$420,000	\$441,000	\$463,050
Water Main Prelim. Eng. Services	\$40,000	\$42,000	\$44,100	\$46,305
Subtotals	\$2,500,000	\$2,625,000	\$2,756,250	\$2,894,063
Roadway Construction Costs	\$2,300,000	\$2,415,000	\$2,535,750	\$2,662,538
Roadway Prelim. Eng. Services	\$200,000	\$210,000	\$220,500	\$231,525
		2020	2020	2021
Decription	2024 2025 Year		2026	2027

Note: All values calculated in 2024 dollars and inflated at 5% per year.





By: Checked By:

ESH BJP Date: Date: 7/29/2024 7/30/2024

PROJECT NAME: Bell Road New Road Construction

LOCATION Delaware County

	Pay Item Description	Qty	Unit	Unit Price	Amount
105-06845	CONSTRUCTION ENGINEERING	1	LS	\$ 48,300.00	\$ 48,300.00
110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 80,400.00	\$ 80,400.00
201-52370	CLEARING RIGHT-OF-WAY	1	LS	\$ 32,200.00	\$ 32,200.00
203-02000	EXCAVATION, COMMON	3,860	CYS	\$ 55.00	\$ 212,300.00
203-02070	BORROW	4,140	CYS	\$ 40.00	\$ 165,600.00
205-12108	STORMWATER MANAGEMENT BUDGET	15,909	DOL	\$ 1.00	\$ 15,909.00
205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$ 9,150.00	\$ 9,150.00
205-12618	SWQCP PREPARATION	1	LS	\$ 5,000.00	\$ 5,000.00
207-12635	SUBGRADE TREATMENT, TYPE IBC	8,882	SYS	\$ 16.00	\$ 142,112.00
211-09265	STRUCTURE BACKFILL, TYPE 2	533	CYS	\$ 100.00	\$ 53,300.00
301-12234	COMPACTED AGGREGATE, NO. 53	703	CYS	\$ 90.00	\$ 63,270.00
401-07334	QC/QA-HMA, 3, 76, SURFACE, 9.5 mm	622	TON	\$ 135.00	\$ 83,970.00
401-07403	QC/QA-HMA, 3, 76, INTERMEDIATE, 19.0 mm	1,046	TON	\$ 110.00	\$ 115,060.00
401-07424	QC/QA-HMA, 3, 64, BASE, 19.0 mm	1,265	TON	\$ 100.00	\$ 126,500.00
401-10258	JOINT ADHESIVE, SURFACE	2,038	LFT	\$ 1.15	\$ 2,343.70
401-10259	JOINT ADHESIVE, INTERMEDIATE	2,038	LFT	\$ 1.20	\$ 2,445.60
401-11785	LIQUID ASPHALT SEALANT	2,038	LFT	\$ 1.00	\$ 2,038.00
406-05520	ASPHALT FOR TACK COAT	6	TON	\$ 680.00	\$ 4,080.00
605-06155	CURB AND GUTTER, CONCRETE, MODIFIED	271	LFT	\$ 60.00	\$ 16,260.00
610-07487	HMA FOR APPROACHES, TYPE B	169	TON	\$ 200.00	\$ 33,800.00
615-06505	MONUMENT, TYPE B	5	EACH	\$ 1,100.00	\$ 5,500.00
616-06405	RIPRAP, REVETMENT	32	TON	\$ 150.00	\$ 4,800.00



By: Checked By: ESH BJP

Date: Date: 7/29/2024 7/30/2024

PROJECT NAME: Bell Road New Road Construction

LOCATION Delaware County

	Pay Item Description	Qty	Unit	Unit Price		Amount
616-12246	GEOTEXTILE FOR RIPRAP, TYPE 1A	49	SYS	\$ 14.00	\$	686.00
621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	2	EACH	\$ 620.00	\$	1,240.0
621-06545	FERTILIZER	2	TON	\$ 1,100.00	\$	2,200.0
621-06553	SEED MIXTURE, TYPE R	608	LBS	\$ 11.00	\$	6,688.0
621-06565	MULCHING MATERIAL	5	TON	\$ 700.00	\$	3,500.0
714-11092	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 14 FT X 4 FT	80	LFT	\$ 3,500.00	\$	280,000.0
714-11096	STRUCTURE, REINFORCED CONCRETE, BOX SECTIONS, 8 FT X 3 FT	75	LFT	\$ 1,000.00	\$	75,000.0
715-05048	PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	4,075	LFT	\$ 12.50	\$	50,937.5
715-05053	PIPE, UNDERDRAIN OUTLET, DIAMETER 6 IN.	200	LFT	\$ 44.00	\$	8,800.0
715-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	231	LFT	\$ 102.50	\$	23,677.5
715-09064	VIDEO INSPECTION FOR PIPE	231	LFT	\$ 11.50	\$	2,656.5
718-06532	VIDEO INSPECTION FOR UNDERDRAIN	3,000	LFT	\$ 1.25	\$	3,750.0
718-12305	GEOTEXTILE FOR UNDERDRAINS, TYPE 1A	2,717	SYS	\$ 2.50	\$	6,792.5
718-52610	AGGREGATE FOR UNDERDRAINS	367	CYS	\$ 80.00	\$	29,360.0
720-45045	INLET, TYPE J10	4	EACH	\$ 4,000.00	\$	16,000.0
720-45410	MANHOLE, TYPE C4	2	EACH	\$ 5,300.00	\$	10,600.0
801-06640	CONSTRUCTION SIGN, TYPE A	22	EACH	\$ 230.00	\$	5,060.0
801-06645	CONSTRUCTION SIGN, TYPE B	5	EACH	\$ 130.00	\$	650.0
801-06775	MAINTAINING TRAFFIC	1	LS	\$ 48,300.00	\$	48,300.0
801-07118	BARRICADE, TYPE III-A	200	LFT	\$ 17.50	\$	3,500.0
802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	55	LFT	\$ 40.00	\$	2,200.
802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	23	SFT	\$ 36.00	\$	828.0
802-09839	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	6	SFT	\$ 57.50	\$	345.
808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	4,075	LFT	\$ 1.00	<u> </u>	4,075.0



By: ESH Checked By: BJP

Date: Date: 7/29/2024 7/30/2024

PROJECT NAME: Bell Road New Road Construction

LOCATION Delaware County

	Pay Item Description	Qty	Unit		Unit Price	Amount
808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	4,075	LFT	\$	1.00	\$ 4,075.00
808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	41	LFT	\$	16.00	\$ 656.00
			1	ROADW	AY SUBTOTAL	\$ 1,815,915.30
				Con	tingency (10%)	\$ 181,591.53
			ROADWAY TOTAL			\$ 1,997,506.83
			ROADW	AY ROL	JNDED TOTAL	\$ 2,000,000.00
	WATER MAIN - ALL PAY ITEMS	1	LSUM	\$	320,000.00	\$ 320,000.00
			WATER MAIN ROUNDED TOTAL			\$ 320,000.00
	SANITARY SEWER - ALL PAY ITEMS	1	LSUM	\$	320,000.00	\$ 320,000.00
		SA	ANITARY SEW	ER ROL	JNDED TOTAL	\$ 320,000.00



### **ANNUAL DUES INVOICE**

July 1, 2024 - June 30, 2025

TO:

• \$125.00 2024-2025 Dues for Renewing Members

Payment Method:	
Check – Please make checks payable to Aim	
Credit Card - Master Card Visa Di	iscover
Credit Card #:	Three Digit Security Code
Card Expiration Date:	Amount: \$125.00
Name on Card:	
Billing Address of Credit Card:	
Address:	
City:State:	Zip
Authorized Signature for Credit Card	

IF PAYING BY CHECK, PLEASE RETURN A COPY OF INVOICE WITH PAYMENT OR BE SURE TO INCLUDE A NOTE THAT YOUR PAYMENT IS FOR RAI DUES.

Return payment to:

- BY MAIL> Redevelopment Association of Indiana, c/o Aim, 125 W. Market Street, Suite 100, Indianapolis, IN 46204
- BY EMAIL if using a credit card> Kyle Lubelski klubelski@aimindiana.org

Dues are assessed per municipality/organization instead of by individual. For the RAI membership status of your municipality/organization, please contact Kyle Lubelski at (317) 237-6200 extension 232. Please note, membership is not active until payment is received. Mail completed forms and payment no later than December 31, 2024.

### Brooke & Struble, PC

112 East Gilbert St. Muncie, IN 47305

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**Delaware County Redevelopment Commission** 

1208 West White River Blvd.

Muncie IN 47303

Re: Delaware County-Redevelopment Commission

Date: 1/2/2025

**File Number:** Delaware County Redevelopment **Invoice Number:** Commission/General Municipal

Representation

41860

<u>Date</u>	<u>Initials</u>	Description of Service	<b>Hours</b>	<b>Amount</b>
12/02/2024	DNS	Work on Resolution 2024-19, 2024-20 and 2024-21 for bridges and roundabout at Cowan and Fuson	2.20	440.00
12/02/2024	JHB	Draft economic development agreement for new employer	1.50	300.00
12/03/2024	DNS	Update Resolution 2024-021; prepare for monthly planning meeting	0.90	180.00
12/03/2024	DNS	Monthly planning meeting	2.40	480.00
12/04/2024	DNS	Make final changes to Resolution 2024-20 and 2024-21	0.40	80.00
12/05/2024	DNS	Attend December board meeting	0.60	120.00
12/06/2024	DNS	Review emails with Brad and Tonya regarding meetings for 2025	0.10	20.00
12/17/2024	AJS	Place all 2025 monthly meeting dates on calendar.	0.50	No Charge
01/02/2025	DNS	Meeting with JHB, discussion with Brad regarding 2025	0.20	40.00
01/02/2025	JHB	Conference with Brad Bookout about meeting and transition	1.00	200.00
		Total Fees	9.80	\$1,860.00

TOTAL NEW CHARGES \$1,860.00

STATEMENT OF ACCOUNT

 Prior Balance
 6,332.50

 Payments
 -6,332.50

 Current Fees
 1,860.00

 AMOUNT DUE AND OWING TO DATE
 \$1,860.00

#### **Payments**

Date	Ret #	<u>Description</u>	<u>Amount</u>
12/26/2024	618438	Payment on Account	3,132.50
12/26/2024	618438	Payment on Account	3,200.00

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4	12	n	n		_
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Delaware County Redevelopment Delaware County Redevelopment Commission

Page:2

PER:

John H. Brooke



ECI Regional Planning District 1208 W. White River Blvd. Suite #136 Muncie, IN 47303 UNITED STATES

Invoice: 410957 Invoice Date: 12/26/2024 Project: 123100901W

Project Name: Cowan Road Industrial Site

#### For Professional Services Rendered Through 11/30/2024

Contract: 1231009

1231009

Contract Name: Cowan Road Industrial Site

Contract Date: 2/9/2023

		_	Billings		
	Fee	% Complete	To Date	Previous	Current
TEP - Traffic TEP	9,400.00	88.09	8,280.00	8,280.00	0.00
HYDES - Roadway Design	89,400.00	30.29	27,075.04	27,075.04	0.00
WRDES - Utility Design	52,300.00	61.33	32,074.79	30,889.79	1,185.00
UTDES - Utility Coordination	15,000.00	9.74	1,461.53	1,461.53	0.00
ENV - ENV Services	14,900.00	0.00	0.00	0.00	0.00
HYDDES - Stormwater and Hydraulic Design	39,600.00	18.76	7,428.15	5,897.93	1,530.22
		_	Billings		
	Fee	Available	To Date	Previous	Current
WR - Bid Phase Services	17,600.00	17,600.00	0.00	0.00	0.00
CA - Construction Administration	24,400.00	24,400.00	0.00	0.00	0.00
RPR - Resident Project Representative	165,000.00	165,000.00	0.00	0.00	0.00
			Current Billings		2 745 22
				2,715.22	
		Amou	2,715.22		

 Total Fee:
 427,600.00

 To Date Billings:
 76,319.51

 Total Remaining:
 351,280.49