



Hancock County Commissioners Meeting
Commissioners Court, Hancock County Annex
111 American Legion Place
Greenfield, Indiana

February 3rd, 2026
Meeting begins at 8:00 AM

**HANCOCK COUNTY
BOARD OF
COMMISSIONERS**

4-YEAR TERMS:

DISTRICT 3:

Bill Spalding
1/1/2025-12/31/2028

DISTRICT 2:

Gary McDaniel
1/1/2023-12/31/2026

DISTRICT 1:

Jeannine Gray
1/1/2025-12/31/2028

Audio Video Message

Pledge of Allegiance

Drainage Board

Highway Update

Facility Update

Land Purchase- 500E

Board of Finance- **Advertised at 9am**

Section Corner Perpetuation Contract

2026 Vehicle Purchase, Door Access

2026 Estimated Expenses

Solid Waste Management District

Buck Creek Township- MOU

Veteran's Affairs

Smith Projects- Extension

Chad Coughenour

Gary Pool

Cory Taylor

The White Family & Sarah Jo Achor

Jane Klemme

Chad Coughenour

John Jokantas

Miriam Rolles

Dede Allender

Chief Wilch and Trustee Simunek

Bob Workman

Kim Medlin

Public Comment: Open after all formal business has concluded

Commissioners' Action Items:

- 1.) Approve Claims and Payroll
- 2.) Auditor Business
- 3.) Board Appointment: Impact Fee Review Board- Alexander Huth (CPA)
- 4.) Amplify- Change Order #6
- 5.) Bid Opening- County Farm

View meeting videos at https://www.youtube.com/playlist?list=PL8UKyFP9Zi9N_yfAX07i58h7yqGNfVOu5

View meeting minutes at <https://www.hancockin.gov/AgendaCenter>

Accommodation requests related to a disability should be made 10 days prior to meeting.

Contact Hancock County Auditor Debra Carnes – debra.carnes@hancockin.gov



January 28, 2026

Hancock County Commissioners

ATTN: Commissioner Bill Spalding

RE: Amplify Hancock -- Meyer Najem Construction, Payment Application #15

Dear Commissioner Spalding,

Pursuant to the Agreement executed by and between Hancock County Commissioners (the Owner) and Meyer Najem Construction, LLC, (the Contractor), and dated July 25, 2024, the Contractor has submitted Payment Application #15 in the **TOTAL** amount of **\$1,384,329.14**

<u>Contractor</u>	<u>Application Number / Date</u>	<u>Amount to be Paid</u>
Meyer Najem Construction	02-24-739-00015 (01/31/2026)	\$1,384,329.14

In accordance with the Contract Documents and the Agreement, this Payment Application includes costs incurred by the Contractor to date in construction of the Amplify project. Veridus submits to the Owner that based upon site visits, digital communications, and the data comprising the provided invoice presented by the Contractor, to the best of our knowledge, information and belief, construction has progressed as indicated, the quality of work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the amount approved.

It is our recommendation that payment be made to the Contractor for Payment Application #15.

Comments:

1. Veridus received the signed payment application on January 28, 2026.
2. Ratio Design has reviewed and approved the application as submitted.
3. As required by the Agreement, the Contractor has provided a G702/G703.
4. Retainage has been withheld in accordance with the Agreement.
5. A partial lien waiver has been submitted as part of the application.
6. The amounts billed agree with progress in the field.

Please remit payment to “Meyer Najem Construction, LLC” in the amount of \$1,384,329.14.

Should you have any questions or comments please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Lance Snedeker".

Lance Snedeker
Senior Project Manager
Veridus Advisors

A VERIDUS GROUP COMPANY

ACH: Account #
 ABA Routing #
 First Financial Bank
 or remit to: **RATIO**
 101 S Pennsylvania Street
 Indianapolis, IN 46204



December 31, 2025
 Invoice No: 22129.000 - 37672

Hancock County Commissioners
 111 S American Legion Place
 Suite 217
 Greenfield, IN 46140

Invoice Amount: \$27,152.46

RATIO Project 22129.000 HCIEC
 Isnedeker@theveridusgroup.com; rrush@theveridusgroup.com

Professional Services
Fee

Phase Name	Phase Fee	% Complete	Earned Fee	Prior Fee	Current Fee
Design Phase	48,000.00	100.00	48,000.00	48,000.00	0.00
Total B105	48,000.00		48,000.00	48,000.00	0.00
Schematic Design Phase	405,000.00	100.00	405,000.00	405,000.00	0.00
Design Development Phase	675,000.00	100.00	675,000.00	675,000.00	0.00
Construction Documents Phase	945,000.00	100.00	945,000.00	945,000.00	0.00
Procurement Phase	135,000.00	100.00	135,000.00	135,000.00	0.00
Construction Contract Administration	540,000.00	70.00	378,000.00	351,000.00	27,000.00
Total B133	2,700,000.00		2,538,000.00	2,511,000.00	27,000.00
Nine Star Sanitary Revisions	9,000.00	100.00	9,000.00	9,000.00	0.00
County Storm Rev Hrly NTE \$14,900	0.00	0.00	0.00	0.00	0.00
Total Add Services	9,000.00		9,000.00	9,000.00	0.00
Total Fee	2,757,000.00		2,595,000.00	2,568,000.00	27,000.00
	Fee				27,000.00
Billing Limits	Current		Prior	To-Date	
Expenses	0.00		0.00	0.00	
Limit				30,429.70	
Remaining				30,429.70	
Billing Limits	Current		Prior	To-Date	
Consultants	0.00		14,900.00	14,900.00	
Limit				14,900.00	
Expenses					
Travel - Mileage				138.60	
Current Expenses			1.1 times	138.60	152.46
Billing Limits	Current		Prior	To-Date	
Expenses	152.46		22,422.46	22,574.92	
Limit				30,429.70	
Remaining				7,854.78	
			Total this Invoice		\$27,152.46

If you have questions concerning this invoice, please contact AR@ratiodesign.com.

Project	22129.000	HCIEC	Invoice	37672
---------	-----------	-------	---------	-------

Outstanding Invoices

Number	Date	Balance
37568	11/30/2025	27,253.99
Total		27,253.99

Billing Backup

Tuesday, January 6, 2026

RATIO Architects, LLC

Invoice 37672 Dated 12/31/2025

5:24:16 PM

RATIO Project 22129.000 HCIEC

Expenses

Travel - Mileage

EX	0000023889	11/3/2025	Beebe, Mark / mileage / 41.00 miles @ 0.70	28.70		
EX	0000023678	11/5/2025	Grajewski, Zachary / Amplify Site Visit / 43.00 miles @ 0.70	30.10		
EX	0000023889	11/13/2025	Beebe, Mark / mileage / 28.00 miles @ 0.70	19.60		
EX	0000023678	11/19/2025	Grajewski, Zachary / Amplify Site Visit / 43.00 miles @ 0.70	30.10		
EX	0000023865	12/3/2025	Grajewski, Zachary / Amplify Site Visit / 43.00 miles @ 0.70	30.10		
			Current Expenses		1.1 times	138.60
						152.46
					Total this Phase	\$152.46
					Total this Project	\$152.46
					Total this Report	\$152.46



January 27, 2026

Hancock County Commissioners

Attn: Commissioner Bill Spalding

Re: Amplify Hancock -- RATIO Invoice #22129.000 – 37672 (12.31.2025)

Dear Commissioner Spalding,

Pursuant to the Agreement executed by and between Hancock County Commissioners (the Owner) and RATIO Design (the Architect), the Architect has submitted an invoice for professional services in the **TOTAL** amount of **\$27,152.46**.

<u>Contractor</u>	<u>Invoice Number / Date</u>	<u>Amount to be Paid</u>
RATIO Design	Invoice: 22129.000 – 37672 (12.31.2025)	\$27,152.46

Comments:

1. This invoice was received by Veridus on January 6, 2026 and is for services rendered during December.
2. This billing invoices for the Construction Contract Administration phase of the Amplify project by Ratio and is appropriate as billed.
3. Reimbursable expenses are included for travel, and backup is provided within the invoice.

For these reasons, Veridus Advisors recommends that the Owner remit payment in full to satisfy Invoice #22129.000 – 37672.

Please remit payment to “RATIO” in the amount of \$27,152.46 as indicated on the invoice.

Should you have any questions or comments please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Lance Snedeker".

Lance Snedeker
Senior Project Manager
Veridus Advisors

A VERIDUS GROUP COMPANY



January 22, 2026

Hancock County Commissioners

ATTN: Commissioner Bill Spalding
RE: Amplify Hancock - Change Order #6

Dear Mr. Spalding and Commissioners

Meyer Najem Construction has provided Change Order #6 for Amplify Hancock which is an increase to the GMP for materials and work associated with scope as described below and in the attached change order.

- Change Order #6 dated January 13th, 2026
Total amount to be drawn from Owner Contingency: \$82,688.00

Comments:

- Change Order #6 includes the following Change Requests (see pages 2-3 of the change order):
 - CR #067: Lab Shell Sanitary, approved on September 16, 2025
 - CR #087: CNA and CCMA Cabinetry Changes, approved on December 16, 2025
- The funds for the change order will be allocated using the owner contingency and will increase Meyer Najem's contract amount by \$82,688.00, which is summarized on page 1 of the change order.
- All Owner contingency is held outside of the Meyer Najem GMP.

Veridus submits to the Owner that, following our review, we confirm that this scope aligns with the project's objectives and is critical for the successful completion of the project. The previously approved change requests have been evaluated by Veridus and Project Team and found to be reasonable and within industry standards for the specified scope of work. Veridus therefore recommends the Owner to authorize Meyer Najem to increase the GMP as outlined above. I have enclosed Change Order #6 for your review and signature.

Respectfully,

A handwritten signature in blue ink that reads "Lance Snedeker". The signature is written in a cursive, flowing style.

Lance Snedeker
Senior Project Manager
Veridus Advisors

A VERIDUS GROUP COMPANY



GENERAL NOTES

1. REFER TO THE MECHANICAL GENERAL NOTES AND APPENDIX.
2. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
3. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
4. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
5. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
6. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
7. ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.

KEYNOTES

- 0000: PROJECT SHALL BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0001: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0002: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0003: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0004: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0005: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0006: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0007: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0008: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0009: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0010: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0011: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0012: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0013: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0014: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0015: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0016: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0017: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0018: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0019: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- 0020: ALL WORK TO BE SUBJECT TO ALL APPLICABLE REGULATIONS AND ALL CITY, STATE AND FEDERAL REQUIREMENTS.



DATE: 11/11/2011	SCALE: AS SHOWN
DRAWN BY: [Name]	CHECKED BY: [Name]
PROJECT NUMBER: 2-103-0506-00	

FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



Nelson Alarm

DylanThorpe

(317) 510-0163

dthorpe@nelsonalarm.com

2602 East 55th Street, Indianapolis

IN46220

Scope of Work

NELSON ALARM TO INSTALL NEW AXIS ACCESS CONTROL SYSTEM

CONDUIT AND CHASES TO BE INSTALLED BY ELECTRICAL CONTRACTOR

NELSON ALARM TO LOCATE BOARDS IN STORAGE ROOMS THROUGHOUT TO SAVE ON LABOR FOR WIRE RUNS

NELSON ALARM TO INSTALL ALL STRIKES

NELSON ALARM TO INSTALL ALL READERS

NELSON ALARM TO PROGRAM ACCESS CONTROL TO BE ON EXISTING SERVER

NELSON ALARM TO TEST ALL DEVICES BEFORE INSTALL IS COMPLETE

NELSON ALARM TO COMPLETE FULL DEMONSTRATION OF SYSTEM FOR CLIENT BEFORE INSTALL IS COMPLETE



Nelson Alarm

DylanThorpe

(317) 510-0163

dthorpe@nelsonalarm.com

2602 East 55th Street, Indianapolis

IN46220

Customer

Customer: _____

Signature: _____

Printed Name: _____

Date: _____

Nelson Alarm

Nelson Alarm: _____

Signature: _____

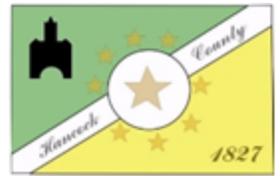
Printed Name: _____

Date: _____



Hancock County Commissioners

111 S. American Legion Place, Suite 219
Greenfield, IN 46140



Date: 2FEB26

The Honorable Mike Braun
Governor of Indiana
Office of the Governor
Statehouse, Room 206
200 West Washington Street
Indianapolis, IN 46204

Subject: Recognition of State Partnership and Achievements in Hancock County

Dear Governor Braun,

The commissioners of Hancock County extend our sincere gratitude for the leadership and technical expertise provided by the State of Indiana's staff.

Secretary Ubelhor and Commissioner Quist championed the Mt. Comfort Road projects and CR 200W interchange, attracting Amazon, Walmart, and several major businesses to our area—now thriving in Hancock County.

Deputy Commissioners Packer and Cockrum have multiplied local TIF-captured projects into four times the impact on road and utility infrastructure, further attracting businesses and fostering career and entrepreneurial success. Projects have problems and these two get problems fixed.

MPO Grant Administrator Eaton-McKalip's generosity with her vast technical experience and determination has enabled the successful delivery of 51 (100% success rate) federal aid projects valued at \$186 million—on time and within budget over the last 13 years. Kathy's help brought tens of millions in Hoosier federal tax dollars back to Hancock County and the region.

Over this period, Hancock County partnership with you and the staff listed above has created:

- A reduction in county road fatalities from an average of 7 per year to less than 2 per year
- \$3 billion in commercial and industrial development with thousands of jobs and secondary business opportunities.
- A \$48 million vocational training center to increase the already formidable skills of Hoosiers.
- Funding to connect the Pennsy Trail from Greenfield to Indianapolis
- Every county bridge open and operationally rated
- A \$60 million CR200W/I-70 interchange. Enhancing the I-70 added travel lane project's impact.
- \$1.5 million in additional annual funding for schools, fire, and police
- \$500,000 in additional road maintenance funding
- Hancock county was #5 job addition, #10 in wage growth, and #5 in new business birth per capita.

We deeply appreciate your leadership and your team's commitment. None of the above would have happened without Indiana's partnership.

Please contact Gary Pool P.E. at gary.pool@hancockin.gov with any questions.

Sincerely,

Gary McDaniel _____ Bill Spalding _____ Jeannine Gray _____

ORDINANCE 2026- _____

AMENDING HANCOCK COUNTY CODE OF ORDINANCES TITLE VII, CHAPTER 73
TRAFFIC SCHEDULES

CHAPTER 73: TRAFFIC SCHEDULES

Schedule

- [I.](#) Bridge load limits
- [II.](#) Road weight limits
- [III.](#) Speed limits
- [IV.](#) Preferential through roads
- [V.](#) Stop intersections
- [VI.](#) Yield streets
- [VII.](#) Prohibited streets for snowmobile use
- [VIII.](#) Intersections with traffic control signals

SCHEDULE I. BRIDGE LOAD LIMITS.

No vehicle, including cargo, which exceeds the following designated weights shall be operated on the following bridges.

Bridge	Location	Weight Limit	Ord. No.	Date Passed

Penalty, see § [10.99](#)

Statutory Reference:

Procedure for posting bridge load limits, see I.C. 9-20-7

Procedure for recovering cost for damage to bridges, see I.C. 9-20-4-3

SCHEDULE II. ROAD WEIGHT LIMITS.

No vehicle of which the total weight, including cargo, exceeds six tons shall be operated on or moved over any of the following roads, unless the vehicle is being used for agricultural purposes or its point of origin or destination is on the road.

<i>Road</i>	<i>Location</i>
CR 200N	From a point that is 2,551 feet east of the centerline of SR 9 to CR 600E
CR 650N	Between CR 600W and CR 700W
Station Way	Between CR 600W and CR 700W

(Ord. 1996-4B, passed 4-15-96; Am. Ord. 2007-6C, passed 6-4-07; Am. Ord. 2013-3A, passed 3-19-13; Am. Ord. 2026-1X passed 2-3-26) Penalty, see § [10.99](#)

SCHEDULE III. SPEED LIMITS.

No person shall operate a motor vehicle on the following designated streets at speed more than those speed limits posted by the Hancock County Highway dept. In the absence a posted speed limit, no person shall operate a vehicle in a platted neighborhood more than 20 mph, or other county roadways in excess of 55mph.

Penalty, see § [10.99](#) (Am. Ord. 2014-4A, passed 4-29-14; Am. Ord. 2014-5C, passed 5-20-14)

SCHEDULE IV. PREFERENTIAL THROUGH ROADS.

<i>Through Road</i>	<i>Location</i>	<i>'86 Code</i>	<i>Ord. No.</i>	<i>Date Passed</i>
---------------------	-----------------	-----------------	-----------------	--------------------

--	--	--	--	--

('86 Code, § 6-57) Penalty, see [§ 10.99](#)

SCHEDULE V. STOP INTERSECTIONS.

All motor vehicles entering the intersections posted with Stop signs by the county highway department shall come to a complete stop and yield the right-of-way to any motor vehicle already in the intersection.

The rules for determining who goes first at a 4-way stop where vehicles arrive at the same time are based on a hierarchy of importance:

1. First to Arrive, First to Go:

The vehicle that comes to a complete stop at the intersection first has the right-of-way.

2. Yield to the Right:

If vehicle stops at the same time, the vehicle to the right has the right-of-way and shall proceed first.

3. Straight Traffic Priority:

If two vehicles arrive head-to-head at the intersection, the vehicle traveling straight has the right-of-way over the vehicle turning left.

4. Right Turns Before Left:

If two vehicles are head-to-head and one is turning right while the other is turning left, the vehicle making the right turn has the right-of-way.

5. Northern followed by eastern vehicles have ROW if all vehicles arrive simultaneously.

('86 Code, § 6-57, Am. Ord. 2026-1X, passed 2-3-26)

SCHEDULE VI. YIELD STREETS.

At intersections poste with yield sign by the county highway department, vehicles traveling shall yield the right-of-way to the traffic traveling on the streets.

('86 Code, § 6-57) (Am. Ord. 2009-1B, passed 1-20-09, Am. Ord. 2026-1X, passed 2-3-26)

SCHEDULE VII. PROHIBITED ROADS FOR SNOWMOBILE USE.

The following roads or portions thereof are not for snowmobile use, and shall be regulated according to state code.

Road	Location
CR 100N	From the west county line to Fortville Pike
CR 200W	From CR 600N to Fortville Pike
CR 200W	From US 52 to CR 100N
CR 500W	From county line south to US 40
CR 600W	From the south county line to the north county line
CR 600N	From the west county line to CR 600E
CR 600E	From US 40 to SR 234
CR 700W	From Interstate 70S to Stinemeyer Road
CR 1050E	From US 40 to SR 109
Fortville Pike	From CR 100N to the Fortville city limits
Morristown Pike	From US 40 to CR 500S

(Ord. passed - -85)

SCHEDULE VIII. INTERSECTIONS WITH TRAFFIC CONTROL SIGNALS.

(A) Whenever traffic is controlled by traffic control signals exhibiting different colored lights or colored lighted arrows successively, one at a time or in combination, only the colors green, red, or yellow may be used.

(B) The lights indicate and apply to drivers of vehicles and pedestrians as follows:

(1) Green indication means the following:

(a) Vehicular traffic facing a circular green signal may proceed straight through or turn right or left, unless a sign at the place prohibits either turn.

(b) Vehicular traffic, including vehicles turning right or left, shall yield the right-of-way to other vehicles and to pedestrians lawfully within the intersection or an adjacent sidewalk at the time the signal is exhibited.

(c) Vehicular traffic facing a green arrow signal, shown alone or in combination with another indication, may cautiously enter the intersection only to make the movement indicated by the green arrow or other movement permitted by other indications shown at the same time.

(d) Vehicular traffic shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic lawfully using the intersection.

(e) Unless otherwise directed by a pedestrian control signal, pedestrians facing a green signal, except when the sole green signal is a turn arrow, may proceed across the roadway within a marked or unmarked crosswalk.

(2) Steady yellow indication means the following:

(a) Vehicular traffic facing a steady circular yellow or yellow arrow signal is warned that the related green movement is being terminated and that a red indication will be exhibited immediately thereafter.

(b) A pedestrian facing a steady circular yellow or yellow arrow signal, unless otherwise directed by a pedestrian control signal, is advised that there is insufficient time to cross the roadway before a red indication is shown, and a pedestrian may not start to cross the roadway at that time.

(3) Steady red indication means the following:

(a) Except as provided in division (B) below, vehicular traffic facing a steady circular red signal alone shall stop at a clearly marked stop line. However, if there is no clearly marked stop line, vehicular traffic shall stop before entering the crosswalk on the near side of the intersection. If there is no crosswalk, vehicular traffic shall stop before entering the intersection and shall remain standing until an indication to proceed is shown.

(b) Except when a sign is in place prohibiting a turn described in this division, vehicular traffic facing a steady red signal, after coming to a complete stop, may cautiously enter the intersection to do the following:

1. Make a right turn.

2. Make a left turn if turning from the left lane of a one-way street into another one-way street with the flow of traffic. Vehicular traffic making a turn described in this division shall yield the right-of-way to pedestrians lawfully within an adjacent crosswalk and to other traffic using the intersection.

(c) Unless otherwise directed by a pedestrian control signal, pedestrians facing a steady circular red signal alone may not enter the roadway.

(4) No indication or conflicting indications means the following:

(a) Vehicular traffic facing an intersection having a signal that displays no indication or conflicting indications, where no other control is present, shall stop before entering the intersection.

(b) After stopping, vehicular traffic may proceed with caution through the intersection and shall yield the right-of-way to traffic within the intersection or approaching so closely as to constitute an immediate hazard.

(5) This division applies to traffic control signals located at a place other than an intersection. A stop required under this division must be made at the signal, except when the signal is supplemented by a sign or pavement marking indicating where the stop must be made.

(C) The following intersections have traffic control signals governed by this schedule:

Street	Location	'86 Code	Ord. No.	Date Passed
CR 600W	John L. Modglin Dr.		2008-3C 2013-3A	3-31-08 3-19-13
CR 600W	CR 100N		2008-3C	3-31-08

(Ord. 2008-3C, passed 3-31-08; Am. Ord. 2013-3A, passed 3-19-13, Am. Ord. 2026-1X, passed 2-3-26)

ADOPTED THIS 3rd DAY OF FEBRUARY 2026

BOARD OF COMMISSIONERS OF
HANCOCK COUNTY, INDIANA

Gary McDaniel

Jeannine Gray

Bill Spalding

ATTEST:

Debra Carnes, Hancock County Auditor

ORDINANCE 2026- _____

AMENDING HANCOCK COUNTY CODE OF ORDINANCES TITLE VII, CHAPTER 71
SPEED REGULATIONS

CHAPTER 71: SPEED REGULATIONS

§ 71.01 SPEED REGULATIONS

(A) Except for those county roads in [Schedule III](#) of Chapter 73 of Title VII of the County Code where the speed limit is specifically designated, no person shall drive a motor vehicle at a speed greater than 55 miles per hour on any county road. ('86 Code, § 6-44)

(B) No person shall drive a motor vehicle at a speed greater than 35 miles per hour on any public road in a residential area except for those roads set out in [Schedule III](#) of Chapter 73 of Title VII of the County Code. ('86 Code, § 6-42)

(C) No person shall drive a motor vehicle at a speed greater than 20 miles per hour on any public road within a platted subdivision. ('86 Code, § 6-41)

(D) No person shall operate a vehicle at a speed greater than 30 miles per hour in a school zone when children are present except for those roads set out in [Schedule III](#) of Chapter 73 of Title VII of the County Code.

(Ord. 1971-7A, passed 7-19-71; Am. Ord. 1997-3B, passed 3-3-97; Am. Ord. 1996-8D, passed 8-12-96; Am. Ord. 2005-9B, passed 9-12-05; Am. Ord. 2015-5D, passed 5-19-15)
Penalty, see § 10.99

ADOPTED THIS 3rd DAY OF FEBRUARY 2026

BOARD OF COMMISSIONERS OF
HANCOCK COUNTY, INDIANA

Gary McDaniel

Jeannine Gray

Bill Spalding

ATTEST:

Debra Carnes, Hancock County Auditor

ORDINANCE 2026- _____

AMENDING HANCOCK COUNTY CODE OF ORDINANCES TITLE VII, CHAPTER 74
PARKING SCHEDULES

CHAPTER 74: PARKING SCHEDULES

Schedule

I. No parking zones

SCHEDULE I. NO PARKING ZONES.

I. No parking zones signed PER MUTCD as directed by the Highway Engineer.

SCHEDULE I. NO PARKING ZONES.

(A) It shall be unlawful to park in in any area signed no parking as determined by the Hancock County Engineer.

Street	Location	Side	Ord. No.	Date Passed
South Main Street (Carthage Road)	Between the south line of the right-of-way of US 40 and the Rush County line	East	1978-1A	1-9-78
	The first alley south of SR 67 between East Street and Hanna Street in McCordsville	Both	1978-1A	1-9-78
	Within the right-of-way of CR 600W from the centerline of CR 400N to the south line of the right-of-way of Interstate route 70		1978-1A	1-9-78
	Within 200 feet from either side of the bridge on CR 200N over Brandywine Creek	Both	1978-1A	1-9-78
	Hickory Blvd from CR 200N to Hill Drive	Both	2015-5D	5-19-15

('86 Code, § 6-76) Penalty, see § 10.99

(B) It shall be unlawful to park a vehicle or trailer for seven consecutive days in a public right-of-way.

(C) It shall be unlawful to park or abandon a vehicle or trailer within 200 feet of any bridge on any improved right-of-way.

(D) It shall be unlawful to park a vehicle or trailer with any part of it within 12 feet of the center of a county roadway.

(Ord. 2015-5D, passed 5-19-15)

ADOPTED THIS 3rd DAY OF FEBRUARY 2026

BOARD OF COMMISSIONERS OF
HANCOCK COUNTY, INDIANA

Gary McDaniel

Jeannine Gray

Bill Spalding

ATTEST:

Debra Carnes, Hancock County Auditor



Appearance Request and Tracking

Request to Appear

- Governing Body: _____
- Requester: _____
- Amount Requested (if applicable): \$ _____

Appearance Information

- Public Meeting Date Requested: _____
- Agenda Item: _____
- Purpose of Appearance: _____
- Project / Time Needed: _____
- Document(s) to Sign: Yes No
- Handouts: Yes No
- Slideshow: Yes No

Action Taken

- Approved
- Favorable Motion
- Tabled
- Denied

Funding Details

- Fund Name: _____
- Fund Number: _____
- Is an appropriation of funds required? Yes No

If yes, explain:

Next Steps / Follow-Up

- Return to Governing Body required? Yes No
- If yes, anticipated date: _____

Received a copy of signed minutes

2026 Estimated Professional Licensing & Membership Expenses

This summary reflects anticipated 2026 costs associated with maintaining required professional licensure, continuing education, and professional membership necessary to perform Title and real estate–related functions for the County. Amounts are estimates based on current vendor pricing and standard dues. Real Estate CE is provided at no cost through the broker.

Estimated Cost Breakdown (2026)

Expense Category	Description	Estimated Cost
Title Producer Continuing Education	7 hours IDOI-approved Title CE (CE Seminars)	\$180 – \$245
Title Producer License Renewal	Indiana Department of Insurance renewal fee (biennial)	\$40
Indiana Real Estate Broker License	Renewal fee (due June 30, 2026)	\$60
MIBOR Membership Dues	Annual REALTOR® membership	\$760
MIBOR Technology Fee	Required annual technology / MLS access fee	\$460
TOTAL ESTIMATED ANNUAL COST		\$1,500 – \$1,565

Previously Paid / Submitted for Reimbursement

Notary Renewal Expense	Amount
Criminal History Payment Receipt	\$15.70
Indiana Licensing Enterprise Fee	\$74.37
25K Mandatory Bond & Seal Stamp	\$108.63
TOTAL NOTARY RENEWAL (PREPAID)	\$198.70

Notes:

- Real Estate CE is provided at no cost to the County through the broker.
- Title CE costs may vary based on course selection and format.
- No additional Notary CE is required at this time following renewal.



Developer:
Garmong - BOT Development 2, LLC
5988 Michigan Road
Indianapolis, IN 46228

Project:
Hancock Support Services Building

Purchase Order: N/A

Contractor Invoice No.: 7202.01-02
Invoice Date: 10/31/2025

Scoping Phase Services Budget:	\$ 350,000.00
Construction Budget:	
Contract Sum to Date:	<u>\$ 350,000.00</u>

Scoping Phase Costs to Date:	\$ 115,000.00
Construction Costs to Date:	\$ -
Developer Costs to Date:	\$ -
Total Costs to Date:	<u>\$ 115,000.00</u>

Less Previous Invoices: \$ 65,000.00

Current Payment Due: **\$ 50,000.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7202OCT25

To Owner: Hancock County Government
111 American Legion Place

Project: 7202.01 Hancock Support Building

Application No.: 2

Distribution to:

Owner

Architect

Contractor

Greenfield, IN 46140

Period To: 10/31/2025

From Contractor: Garmong- BOT Dev 2, LLC
5988 Michigan Rd
Indianapolis, IN 46228

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$350,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$350,000.00
4. Total Completed and Stored To Date	\$115,000.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$115,000.00
7. Less Previous Certificates For Payments	\$65,000.00
8. Current Payment Due	\$50,000.00
9. Balance To Finish, Plus Retainage	\$235,000.00

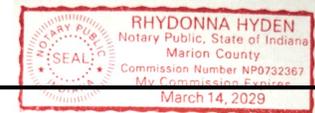
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Garmong-BOT Dev 2, LLC.

By: Mitch Hannum Date: 11/24/25

State of: Indiana
Subscribed and sworn to before me this 24th
Notary Public: Rhydonna Hyden
My Commission expires: 03/14/29

County of: Marion
day of November, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$50,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2

Application Date : 11/05/25

To: 10/31/25

Architect's Project No.:

Invoice # : 7202OCT25

Contract : 7202.01 Hancock Support Building

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			D From Previous Application (D+E)	E This Period In Place					
005	Site Due Diligence	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	
010	Design Development Costs	100,000.00	50,000.00	50,000.00	0.00	100,000.00	100.00%	0.00	
015	Construction Documents	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	
020	GMP Preparation	85,000.00	0.00	0.00	0.00	0.00	0.00%	85,000.00	
Grand Totals		350,000.00	65,000.00	50,000.00	0.00	115,000.00	32.86%	235,000.00	0.00

PARTIAL AFFIDAVIT AND WAIVER OF LIEN

State of Indiana, County of Marion, SS:

TO ALL WHOM IT MAY CONCERN:

Mitch Hannum being duly sworn states that Garmong- BOT Dev 2, LLC has been contracted by
(Name) (Company)

Hancock County Government to furnish labor and /or materials for a project
(Customer Name)

known as Hancock Support Building, located at
398 Malcom Grass Way Greenfield IN 46140

and owned by Hancock County Government, and does hereby further state on behalf of the
aforementioned Company:

that the balance due from the owner is the sum of:

Fifty Thousand And Xx / 100 (\$50,000.00)

- () receipt of which is hereby acknowledged; or
- (**X**) the payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien which is given to and for said amount, effective upon receipt of such payment.

Now, Therefore, Know ye, the undersigned for and in consideration of the sum of dollars referred above and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby waive and release unto the Owner of said premises, any and all lien or claim or right to lien on said above described building and premises under the Statues of the State of Indiana relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said firm or individual therein named for said building or premises.

Garmong- BOT Dev 2, LLC
(Name of Company)

Mitch Hannum

Mitch Hannum
Executive VP
(Title)

Subscribed and sworn to before me this

24th day of _____ 2025



My commission expires 103/14/29

Notary Public *RA*



Developer:
Garmong - BOT Development 2, LLC
3050 Poplar Street
Terre Haute, IN 47803

Project:
Hancock Support Services Building

Purchase Order: N/A

Contractor Invoice No.: 7202.01-03
Invoice Date: 11/30/2025

Scoping Phase Services Budget:	\$ 350,000.00
Construction Budget:	
Contract Sum to Date:	<u>\$ 350,000.00</u>

Scoping Phase Costs to Date:	\$ 162,588.00
Construction Costs to Date:	\$ -
Developer Costs to Date:	\$ -
Total Costs to Date:	<u>\$ 162,588.00</u>

Less Previous Invoices: \$ 115,000.00

Current Payment Due: **\$ 47,588.00**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 7202NOV25

To Owner: Hancock County Government
111 American Legion Place

Project: 7202.01 Hancock Support Building

Application No.: 3

Distribution to :

Owner

Architect

Contractor

Greenfield, IN 46140

Period To: 11/30/2025

From Contractor: Garmong BOT Dev 2, LLC.
3050 Poplar Street
Terre Haute, IN 47803

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$350,000.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$350,000.00
4. Total Completed and Stored To Date	\$162,588.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$162,588.00
7. Less Previous Certificates For Payments	\$115,000.00
8. Current Payment Due	\$47,588.00
9. Balance To Finish, Plus Retainage	\$187,412.00

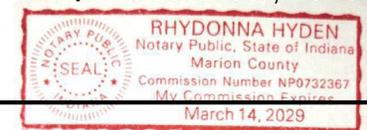
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Garmong BOT Dev 2, LLC

By: Mitch Hannum Date: 12/29/25

State of: **Indiana** County of: **Marion**
 Subscribed and sworn to before me this **29th** day of **December, 2025**
 Notary Public: **Rhydonna Hyden**
 My Commission expires: **03/14/29**

RH



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$47,588.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 12/23/25
To: 11/30/25
Architect's Project No.:

Invoice # : 7202NOV25 **Contract :** 7202.01 Hancock Support Building

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
005	Site Due Diligence	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	
010	Design Development Costs	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	
015	Construction Documents	150,000.00	0.00	47,588.00	0.00	47,588.00	31.73%	102,412.00	
020	GMP Preparation	85,000.00	0.00	0.00	0.00	0.00	0.00%	85,000.00	
Grand Totals		350,000.00	115,000.00	47,588.00	0.00	162,588.00	46.45%	187,412.00	0.00

PARTIAL AFFIDAVIT AND WAIVER OF LIEN

State of Indiana, County of Marion, SS:

TO ALL WHOM IT MAY CONCERN:

Mitch Hannum being duly sworn states that Garmong BOT Dev 2, LLC has been contracted by
(Name) (Company)

Hancock County Government to furnish labor and /or materials for a project
(Customer Name)

known as Hancock Support Building, located at
398 Malcom Grass Way Greenfield IN 46140

and owned by Hancock County Government, and does hereby further state on behalf of the
aforementioned Company:

that the balance due from the owner is the sum of:

Forty-Seven Thousand Five Hundred Eighty-Eight And Xx / 100 (\$47,588.00)

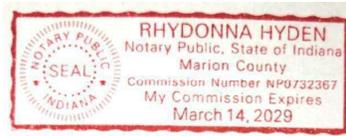
- () receipt of which is hereby acknowledged; or
- (**X**) the payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien which is given to and for said amount, effective upon receipt of such payment.

Now, Therefore, Know ye, the undersigned for and in consideration of the sum of dollars referred above and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby waive and release unto the Owner of said premises, any and all lien or claim or right to lien on said above described building and premises under the Statues of the State of Indiana relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said firm or individual therein named for said building or premises.

Garmong BOT Dev 2, LLC
(Name of Company)

Mitch Hannum
Mitch Hannum
Executive VP
(Title)

Subscribed and sworn to before me this
29th day of Dec 2025



My commission expires 03/14/29

Notary Public *RH*

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

THIS IS AN AGREEMENT effective as of the date of the latest required signature below (“Effective Date”) between Hancock County Surveyor (“Owner”) and American Structurepoint, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Section Corner Maintenance and On-Call Surveying (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Engineer will assist Owner in meeting the requirements of Indiana Code 36-2-12-11 specifically in the maintenance and perpetuation of section corners located in Hancock County, Indiana. (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. This Agreement effectively terminates and replaces the Agreement between the Engineer and Owner for the same Services dated January 7, 2025.
- B. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- C. Engineer shall complete its Services within a reasonable period of time upon request of Services from the Owner.
- D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably, **as outlined below in Part 5.01.R.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner

V. 4-2024

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

2021.00283

This document is a MODIFIED version of EJCDC® E-520, Copyright © 2015 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Compensation for providing the Services shall be an hourly rate of \$190.00, plus reimbursable expenses.
- B. Reimbursable expenses will be invoiced separately at their direct cost.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.~~ **Engineer's standard hourly rates are attached as Appendix 1. a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

V. 4-2024

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

2021.00283

This document is a MODIFIED version of EJCDC® E-520, Copyright © 2015 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

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

V. 4-2024

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

2021.00283

This document is a MODIFIED version of EJCDC® E-520, Copyright © 2015 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$500,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the**

professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.01 Total Agreement

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

7.01 Definitions

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Hancock County Surveyor

Engineer: American Structurepoint, Inc.

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner’s receipt of notices:
 Chad Coughenour
 111 South American Legion Place, Suite 171
 Greenfield, Indiana 46140

Address for Engineer’s receipt of notices:
 Cash E. Canfield
 9025 River Road, Suite 200
 Indianapolis, Indiana 46240



Appearance Request and Tracking

Request to Appear

- Governing Body: _____
- Requester: _____
- Amount Requested (if applicable): \$ _____

Appearance Information

- Public Meeting Date Requested: _____
- Agenda Item: _____
- Purpose of Appearance: _____
- Project / Time Needed: _____
- Document(s) to Sign: Yes No
- Handouts: Yes No
- Slideshow: Yes No

Action Taken

- Approved
- Favorable Motion
- Tabled
- Denied

Funding Details

- Fund Name: _____
- Fund Number: _____
- Is an appropriation of funds required? Yes No

If yes, explain:

Next Steps / Follow-Up

- Return to Governing Body required? Yes No
- If yes, anticipated date: _____

Received a copy of signed minutes



County Real Property Purchase Commissioner, Auditor, Wire Verification & Approvals Form

Real Property Purchase Checklist – Indiana Code Compliance

Property Information

- Seller(s) Name: _____
 - Property Address: _____
 - Legal Description: _____
 - Parcel Number: _____
 - Purchase Price: \$ _____
-

Request to Board of Commissioners to Pursue Purchase

- Appearance before the Board of Commissioners completed
Date of Commissioners' Meeting: _____
 - Authorized to order two (2) independent appraisals (IC 36-1-11-4)
Appraisals authorized to be paid from Fund Number: _____
-

Appraisals – Fair Market Value (IC 36-1-11-4)

- Appraisal #1 Ordered
Appraiser Name: _____
Appraisal Date: _____
Appraised Value: \$ _____
 - Appraisal #2 Ordered
Appraiser Name: _____
Appraisal Date: _____
Appraised Value: \$ _____
 - Appraisals sent to County Attorney & BOC for review
Agenda Date to Approve Purchase: _____
-

Commissioners' Approval to Purchase Real Property (IC 36-1-11-1 through IC 36-1-11-4)

- Commissioners approved purchase
Approval Date: _____
 - Authorized signing authority confirmed (IC 36-1-3-4)
Authorized Signatory Name & Title: _____
-

Purchase Documentation (IC 36-1-11-3)

- Executed Purchase Agreement received
Date Executed: _____
 - Purchase Agreement reviewed by County Attorney
Date: _____
 - Purchase Agreement received by Auditor
-

Funding Reviewed (Auditor) (IC 36-1-8-4; IC 36-2-5-9)

- Fund Name: _____
- Fund Number: _____
- Sufficient funds verified and appropriated
Auditor Name (Printed): _____
Date: _____



County Real Property Purchase Commissioner, Auditor, Wire Verification & Approvals Form

Real Property Purchase Checklist – Indiana Code Compliance

Property Information

- Seller(s) Name: _____
 - Property Address: _____
 - Legal Description: _____
 - Parcel Number: _____
 - Purchase Price: \$ _____
-

Request to Board of Commissioners to Pursue Purchase

- Appearance before the Board of Commissioners completed
Date of Commissioners' Meeting: _____
 - Authorized** to order two (2) independent appraisals (IC 36-1-11-4)
Appraisals authorized to be paid from Fund Number: _____
-

Appraisals – Fair Market Value (IC 36-1-11-4)

- Appraisal #1 Ordered
Appraiser Name: _____
Appraisal Date: _____
Appraised Value: \$ _____
 - Appraisal #2 Ordered
Appraiser Name: _____
Appraisal Date: _____
Appraised Value: \$ _____
 - Appraisals sent to County Attorney & BOC for review
Agenda Date to Approve Purchase: _____
-

Commissioners' Approval to Purchase Real Property (IC 36-1-11-1 through IC 36-1-11-4)

- Commissioners approved purchase
Approval Date: _____
 - Authorized signing authority confirmed (IC 36-1-3-4)
Authorized Signatory Name & Title: _____
-

Purchase Documentation (IC 36-1-11-3)

- Executed Purchase Agreement received
Date Executed: _____
 - Purchase Agreement reviewed by County Attorney
Date: _____
 - Purchase Agreement received by Auditor
-

Funding Reviewed (Auditor) (IC 36-1-8-4; IC 36-2-5-9)

- Fund Name: _____
- Fund Number: _____
- Sufficient funds verified and appropriated
Auditor Name (Printed): _____
Date: _____



HANCOCK COUNTY FARM

DAVID CAMPS MINOR

JAMES MCKINLEYS MINOR

MCKINLEY ESTATES

N 500 E

E US 40

E US 40

E US 40

Hancock County

White Family

PAULA LAWRENCE MINOR

Hancock County

WHITE MINOR

Parcel 1

Parcel 2

Wesley Family

Hancock County

Hancock County

S 500 E