



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

February 17th, 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

Approve minutes for 1/20/2026 and 2/3/2026

Highway Update

Facility Update

Scott Casto Minor Sub- ROW dedication

Harmon & Bills Major Sub- ROW dedication

Legal Services Agreements

BHC-Probation Officer Status

Manship Estates Lot 4

Outback Rezone

2026 Ongoing SW2

Boys & Girls Club

Goodin Rezone

Gary Pool

Cory Taylor

Chris Cooper

Philip Going

Kayla Brooks

Judge Davis

Michael & Nicole Scott

Kim Medlin

Chad Coughenour

David Esler

Eric Glasco

Public Comment: Open after all formal business has concluded

Commissioners' Action Items:

- 1.) Approve Claims and Payroll
- 2.) Auditor Business
- 3.) Nelson Alarm- adding Amplify monitoring to contract
- 4.) Weights & Measures- Funding for trailer and equipment
- 5.) County Farm
- 6.) Amplify- Disbursement #21
- 7.) Sheriff's Equitable Sharing Report
- 8.) Board Appointments

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

Hancock County Board of Commissioners
Regularly Scheduled Meeting
January 20th, 2026

Commissioner President McDaniel called to order the January 20th, 2026, Hancock County Commissioners Board meeting at 8:03 AM. Those present were Board of Commissioners, Gary McDaniel, Jeannine Gray, Bill Spalding, Auditor Debra Carnes, Executive Liaison Sara Hilderbrand, and County Attorney Scott Benkie.

Audio and video recording statement.

President Spalding opened the meeting with the “Pledge of Allegiance”.

Highway

Board of Commissioners opened the following bids:

- Pavement Maintenance Systems, LLC- \$357,952.86
- Microsurfacing Contractors, LLC- \$269,183.20
- Microsurfacing Contractors, LLC- \$490,330.12
- Pavement Maintenance Systems, LLC- \$192,091.68
- Pavement Solutions, Inc.- \$332,427.20
- Pavement Solutions, Inc.- \$178,393.60

Gary Pool presented the following updates:

- 300S Bridge west of New Palestine closed on Feb 2nd- 6-month construction contract
- 20 tons of salt sent to New Palestine and negotiated 800 tons more for Hancock County
- Jack & Sons did not accept offer and countered
- Steinmeyer Rd- successfully bid

Ordinance 2026-1B

Commissioner Gray motioned to approve Ordinance 2026-1B an ordinance amending Hancock County Code of Ordinances Title XV, Chapter 153.03 Permit Forms and Documents as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Highway Cont.

Commissioner Gray motioned to accept the bid from Pavement Solutions, Inc. for CCMG26 in the amount NTE \$332,427.20 as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to accept the bid from Pavement Solutions, Inc. for microsurfacing for additional roads not included in CCMG26 in the amount NTE \$178,393.60 as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Hancock County Senior Services

Suzanne Derengowski wanted the Commissioners okay to apply for a grant to replace two vehicles in her fleet which requires a 20% local match. The Board requested Suzanne to speak with Council on this matter as well.

Commissioners' Business

Commissioner Gray motioned to approve meeting minutes for 12/16/2025 and 1/6/2026 as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Health Department

Commissioner Gray motioned to approve the POD Overview and MOU between Mt. Vernon Community Schools and Hancock County Health Department as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Auditor's Business

Treasure's Board of Finance- Public Hearing moved to Feb 3rd, 2026.

Sheriff

Commissioner Gray motioned to approve the agreement with Policies360 for software as a service and hosting subscription as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to accept and agree to the request to declare a 2019 Chevy Tahoe VIN#9100 as surplus property and authorize its transfer for the nominal amount of \$1.00 to the Hancock County Solid Waste Management District. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to give council a favorable recommendation to pay for the 2026 Sheriff's vehicles in the amount NTE \$833,280 out of the 2026 GO Bond. Commissioner Spalding seconded. **Motion carried 3-0.**

Parks & Recreation Board

Miriam Rolles requested to add two new board members to the Parks & Recreation Board bringing the board member count from three to five. Hancock County Attorney, Scott Benkie stated due to new legislation that was established in the last year it states if two Parks and Recreation Board members are meeting it must be a public meeting. Therefore Ordinance 2024-4C will stand as is.

NineStar Park

Commissioner Gray motioned to approve and sign the consent of property owner for NineStar Park to begin the rezoning process from Agricultural to Institutional. Commissioner Spalding seconded. **Motion carried 3-0.**

Goodin Rezone

The Board of Commissioners requested more time to review the Goodin Rezone agreement and asked for Goodin to return to a future meeting once their review has been completed.

Commissioners' Business Cont.

Commissioner Spalding motioned to approve claims and payroll as presented. Commissioner Gray seconded. **Motion carried 3-0.**

i3 Rezone

Commissioner Spalding motioned to introduce Ordinance 2026-1C an Ordinance Amending Hancock County Zoning Ordinance No. 2007-1B Amending Title XV, Chapter 156. Zoning of the Hancock County Code of Ordinances and to suspend the rules on the date of introduction. Commissioner Gray seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to approve Ordinance 2026-1C an Ordinance Amending Hancock County Zoning Ordinance No. 2007-1B Amending Title XV, Chapter 156. Zoning of the Hancock County Code of Ordinances. Commissioners Gray seconded. **Motion carried 3-0.**

E911

Commissioner Gray motioned to accept the construction contract agreement between Rusche Outdoors and Hancock County for the E911 build out in the amount NTE \$18,000 to be paid for out of the 2022A GO Bond (911 Bond). Commissioner Spalding seconded. **Motion carried 3-0.**

Board Appointments

Commissioner Spalding motioned to reappoint Jonathan Albright to the Public Defender Board for a 3-year term ending in 2029. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Jamie Bohler Smith to the Capital Improvement Board for a 2-year term ending 1/14/2027. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to appoint Gary McDaniel to the Economic Development Commission for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to appoint Gary McDaniel to the Economic Development Council for a 1-year term ending 12/31/2026. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to appoint Gary McDaniel to the Personnel Advisory Task Force to close out Bill Spalding's 4-year term ending 12/31/2028. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to appoint Karen Willis to the Tourism Commission for a 2-year term ending 12/31/2027. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to reappoint Bob Sterrett to the Tourism Commission for a 2-year term ending 12/31/2027. Commissioner Spalding seconded. **Motion carried 3-0.**

Commissioner Gray motioned to appoint Sarah Jo Achor and Bob Yeager to the Hancock County Impact Fee Review Board for a 2-year term ending 12/31/2027. Commissioner Spalding seconded. **Motion carried 3-0.**

Department of Veterans' Affairs Commission

Cambria Sparks, District Service Officer for the State of Indiana Department of Veterans' Affairs presented the updated proposed policy, "Service Officer Accreditation Standards" and stated the Hancock County Veterans' Affairs Officers are complying and meet all standards.

Human Resources

Kim Woodward presented an amendment to the Hancock Government Employee Handbook that states any employee that runs out of job protection under Family Medical Leave Act (FMLA) or Americans Disability Act (ADA) would be entitled to a continuation of benefits through the county for a period of 30-days from the time the job protection ceased. This policy would be retroactive to November 1st of 2025. Kim also clarified that Short Term Disability would not be affected.

Commissioner Gray motioned to approve the changes to the Employee Handbook retroactive to November 1st, 2025, as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Amplify

Commissioner Gray motioned to approve construction fund disbursement #19 in the amount NTE \$351,877.06 as presented. Commissioner Spalding seconded. **Motion carried 3-0.**

Prosecutor's Office

Commissioner Gray motioned to approve the invoices from Office360 for office furniture in the amount NTE \$48,808 to be paid for out of CCD.

Opioid

Commissioner Gray motioned to disburse \$450,000 to Greenfield Church of God for their Men's Transitional Project and disburse \$250,000 to the Talitha Koum organization. Commissioner Spalding seconded. **Motion carried 3-0.**

Hancock County Attorney, Scott Benkie states he has reviewed the issue of church and state in this allocation and has advised his opinion that there is no concern with the constitutional violation based upon this distribution of allocations to the Greenfield Church of God.

Public Comment

Mr. George Langston wanted the Commissioners to be aware of the small nuclear reactors involving the Indiana Development Corporation.

Commissioner Gray motioned to adjourn until the next regularly scheduled meeting. Commissioner Spalding seconded. **Motion carried 3-0.**

The Hancock County Board of Commissioners meeting adjourned at 9:51 AM.

Commissioner Gary McDaniel, President

Commissioner Jeannine Gray, Vice-President

Commissioner Bill Spalding

Attest: _____
Debra Carnes, Hancock County Auditor

Hancock County Board of Commissioners
Regularly Scheduled Meeting
January 20th, 2026

Commissioner President McDaniel called to order the January 20th, 2026, Hancock County Commissioners Board meeting at 8:00 AM. Those present were Board of Commissioners, Gary McDaniel, Bill Spalding, Financial Administrator Mary Bowmer, Executive Liaison Sara Hilderbrand, and County Attorney Scott Benkie. Jeannine Gray and Debra Carnes were not in attendance.

Audio and video recording statement.

President Spalding opened the meeting with the “Pledge of Allegiance”.

Board of Commissioners recessed at 8:01 AM.
Drainage Board called to order at 8:01 AM.
Drainage Board adjourned at 8:49 AM.
Board of Commissioners reconvened at 9:04 AM.

Board of Finance

Commissioner Spalding motioned to appoint Commissioner Gary McDaniel as the President of the Board of Finance. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner McDaniel motioned to appoint Treasurer Jane Klemme as Secretary of the Board of Finance. Commissioner Spalding seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to approve the Statement of Investment Policy. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to approve the additional Hancock County Investment Policy. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to approve the outstanding warrants and transfers presented by the Hancock County Treasurer. Commissioner McDaniel seconded. **Motion carried 2-0.**

Highway

The Board of Commissioners signed a thank you letter to Governor Braun for recognition of state partnership and achievements in Hancock County.

Gary Pool presented the following updates:

- Jack & Sons- they have until June of 2026 to accept offer
- Indiana Trails Program Grant
- Bridges on 300S and 400S to close this winter

Ordinance 2026-2A

Commissioner Spalding motioned to introduce Ordinance 2026-2A an ordinance amending Hancock County Code of Ordinances Title VII, Chapter 71 Speed Regulations and to suspend the rules on the date of introduction. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to adopt Ordinance 2026-2A an ordinance amending Hancock County Code of Ordinances Title VII, Chapter 71 Speed Regulations. Commissioner McDaniel seconded. **Motion carried 2-0.**

Ordinance 2026-2B

Commissioner Spalding motioned to introduce Ordinance 2026-2B an ordinance amending Hancock County Code of Ordinances Title VII, Chapter 74 Parking Schedules and to suspend the rules on the date of introduction. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to adopt Ordinance 2026-2B an ordinance amending Hancock County Code of Ordinances Title VII, Chapter 74 Parking Schedules. Commissioner McDaniel seconded. **Motion carried 2-0.**

Ordinance 2026-2C

Commissioner Spalding motioned to introduce Ordinance 2026-2C an ordinance amending Hancock County Code of Ordinances Title VII, Chapter 73 Traffic Schedules and to suspend the rules on the date of introduction. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to adopt Ordinance 2026-2C an ordinance amending Hancock County Code of Ordinances Title VII, Chapter 73 Traffic Schedules. Commissioner McDaniel seconded. **Motion carried 2-0.**

Highway Cont.

Commissioner Spalding motioned to approve the contract with Pavement Solutions, Inc. for CCMG26 Micro-Surface in the amount NTE \$332,427.20 as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Commissioner Spalding motioned to approve the contract with Pavement Solutions, Inc. for 2026 Micro-surface in the amount NTE \$178,393.60 as presented. Commissioner McDaniel seconded. **Motion carried 2-0.**

Facility

Commissioner Spalding motioned to approve the quote from K and K Fence Co., Inc. for the Highway Department's entrance gate in the amount NTE \$8,830 to be paid for out of Building Maintenance. Commissioner McDaniel seconded. **Motioned carried 2-0.**

A discussion was had on adding a vault toilet on the Pennsy Trail. The Board of Commissioners asked for more information on this matter.

A discussion was had on the courthouse elevator. Cory Taylor received a quote of \$284,000 to replace with updated equipment. The Board of Commissioners would like a quote for a brand-new unit/system as well.

On the northeast side of the Hancock County Courthouse there is a spruce tree that is leaning and dying. Cory is removing.

Cory asked for permission to get a quote to upgrade the Quonset Hut to 180amp service. The Board of Commissioners gave permission to get a quote.

Surveyor

Commissioner Spalding motioned to approve the contract with American Structurepoint, Inc. for Section Corner Maintenance and On-Call Surveying in the amount NTE \$190/hr. Commissioner McDaniel seconded. **Motion carried 2-0.**

E911

Commissioner Spalding motioned to approve the quote from Kelly Chevy, LLC for two 2026 Chevy Tahoes in the amount NTE \$109,704 to be paid for out of the 2025 GO Bond. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to authorize Gary McDaniel to sign off on an invoice for the vehicles outside of a regularly scheduled meeting. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to approve the quote from Nelson Alarm for a new axis control system at Community Corrections in the amount NTE \$31,055 to be paid for out of a fund to be determined. Commissioner McDaniel seconded. **Motion carried 2-0.**

Annual Real Estate Expenses

A discussion was had on 2026 Professional Licensing, CE & Membership fees. The Board of Commissioners are determining what fund to utilize for these expenses.

Commissioners' Business

Commissioner Spalding motioned to approve claims and payroll as presented. Commissioner McDaniel seconded. **Motion carried 3-0.**

Auditor's Business

Regularly scheduled Joint Meeting on March 31st, 2026, at 5:00pm has been rescheduled to a Commissioners' Meeting at 8:00am.

Board Appointments

Commissioner Spalding motioned to appoint Alexander Huth to the Impact Fee Board for a 2-year term ending 12/31/2028. Commissioner McDaniel seconded. **Motion carried 2-0.**

*Board of Commissioners recessed at 9:58 AM.
Solid Waste Board called to order at 10:02 AM.
Solid Waste Board adjourned at 10:34 AM.
Drainage Board called back to order at 10:42 AM.
Drainage Board Hearing called to order at 10:42 AM.
Drainage Board Hearing adjourned at 10:48 AM.
Drainage Board adjourned at 10:48 AM.
Board of Commissioners reconvened at 10:50 AM.*

Buck Creek Fire Department

Buck Creek Fire Chief, Brandon Wilch presented a proposed MOU between Buck Creek Township and Hancock County Redevelopment Commission regarding fire protection Funding for 2027 and 2028.

Amplify

Commissioner Spalding motioned to approve Change Order #6 from Meyer Najem in the amount NTE \$82,688 for the Amplify Project. Commissioner McDaniel seconded. **Motion carried 2-0.**

Commissioner Spalding motioned to approve construction fund disbursement #20 in the amount NTE \$1,411,481.60. Commissioner McDaniel seconded. **Motion carried 2-0.**

County Farm

The Board of Commissioners opened the following bids:

- MS Consultants, Inc.- \$227,068
- HWC Engineering- \$133,500 w/ reimbursable expenses

Commissioner Spalding motioned to accept the bids and review as presented. Commissioner McDaniel seconded. **Motion carried 2-0.**

Public Comment

Mr. George Langston spoke to 4H's operating expenses.

Commissioner McDaniel motioned to adjourn until the next regularly scheduled meeting. Commissioner Spalding seconded. **Motion carried 2-0.**

The Hancock County Board of Commissioners meeting adjourned at 11:17 AM.

Commissioner Gary McDaniel, President

Commissioner Jeannine Gray, Vice-President

Commissioner Bill Spalding

Attest: _____
Debra Carnes, Hancock County Auditor

ORDINANCE NO. 2026 –

AMENDING

HANCOCK COUNTY ZONING ORDINANCE NO. 2007-1B

AMENDING TITLE XV, CHAPTER 156. ZONING

OF THE HANCOCK COUNTY CODE OF ORDINANCES

SECTION 1

Title XV Chapter 156 of the Hancock County Code, is amended as follows: The Zoning Map Referenced in Section 156.020 for Center Township is hereby amended by rezoning the subject area from Industrial Light (IL) to R1.0 (Residential 1.0).

The subject area is described herein as Exhibit A.

ADOPTED THIS 17th DAY OF FEBRUARY 2026

BOARD OF COMMISSIONERS OF
HANCOCK COUNTY, INDIANA

Gary McDaniel

Bill Spalding

Jeannine Gray

ATTEST:

Debra Carnes, Hancock County Auditor

Petitioner: Hancock County Area Plan Commission

This instrument was prepared by Rhonda Cook, BRAND & MORELOCK, P.O. Box 6, 6 West South Street, Greenfield, IN 46140.

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

EXHIBIT A

The land is situated in the County of Hancock, State of Indiana, as follows:

Commencing at a point 55 rods and 10 links on the West line of the Southeast Quarter of the Southeast Quarter of Section 5, Township 16 North, Range 7 East, North of the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence East parallel with the South line of said Southeast Quarter of the Southeast Quarter 28 rods and 18 3/4 links to the center of the Greenfield and Pendleton gravel road; thence North with the center of said gravel road 16 rods and 17 1/2 links; thence West parallel with said South line 28 rods and 18 3/4 links to the West line of the Southeast Quarter of the Southeast Quarter; thence South on the said West line 16 rods and 17 1/2 links to the place of beginning, containing 2.25 acres, more or less.

Except a strip of real estate four (4) rods wide North and South off the entire North side thereof.

Commonly Known As: 204 North Main Street, Maxwell, IN 46140

Tax Parcel ID: 30-07-05-400-003.001-008 State Parcel ID: 30-07-05-400-003.001-008

AFFIDAVIT FOR CONSTRUCTION FUND DISBURSEMENT

Request NO. 21

Argent Institutional Trust Company
Attention: Mr. John Alexander
101 West Ohio Street, Ste. 660
Indianapolis, IN 46204

Re: Hancock County Redevelopment Authority
Redevelopment District Ad Valorem Property Tax
Lease Rental Bonds, Series 2025

Dear Mr. Alexander:

This request for disbursement is submitted to you pursuant to Section 3.1 of the Trust Indenture dated as of February 1, 2025, between the Hancock County Redevelopment Authority and The Huntington National Bank, now Argent Institutional Trust Company (the "Trustee"). You are hereby directed to make the following disbursements from the Construction Account of the Construction Fund for the payment of invoices in the amounts listed on Schedule A attached hereto.

We hereby certify the following:

1. The amounts paid or to be paid, as set forth in this request, are due and justly owing and represents the amount payable for the costs of the Project, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions.
2. No part of the costs of the Project for which payment or reimbursement is requested by this request was included in any request previously filed with the Trustee under the provisions of the Indenture.
3. Attached hereto are copies of invoices or bills of sales covering all items for which payment or reimbursement is being requested from the third-party sellers of such items showing the County or Authority as the owner or purchaser thereof and evidencing the purchase price of such items.

Dated: 2/17/2026

HANCOCK COUNTY REDEVELOPMENT AUTHORITY

By: _____
President of the Authority

By: _____

By: _____

OR

By: _____
Lessor Representative

SCHEDULE A

Veridus

\$15,539.05



Veridus Group, Inc.

5649 LEE RD, STE 1
INDIANAPOLIS, IN 46216
1-888-369-7271

5649 Lee Road Suite 1
Indianapolis, IN 46216

Hancock County Government
Deb Carnes
921 W Osage Street
Greenfield, IN 46140

Invoice number 205089
Date 02/10/2026
Project 2023.0167 AMPLIFY HANCOCK

Professional services through 01/31/2026

Description	Contract Amount	Prior Billed	Current Billed
Owner's Representative Services	475,000.00	359,550.00	15,410.00
Total	475,000.00	359,550.00	15,410.00

Reimbursable Expenses

Reimbursables

	Date	Units	Rate	Billed Amount
Mileage				
<i>Site observation</i>	01/05/2026	22.00	0.725	15.95
<i>Commissioners meeting</i>	01/06/2026	36.00	0.725	26.10
<i>Site walkthrough with Gary P.</i>	01/06/2026	22.00	0.725	15.95
<i>Ivy Tech walkthrough, OAC</i>	01/07/2026	32.00	0.725	23.20
<i>Amplify board meeitng - GCHS</i>	01/13/2026	34.00	0.725	24.65
<i>Hancock Health/HC3 walkthrough</i>	01/21/2026	32.00	0.725	23.20
	Subtotal			129.05
	Phase subtotal			129.05
	Invoice total			15,539.05

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
204997	01/12/2026	12,175.50		12,175.50			
205089	02/10/2026	15,539.05	15,539.05				
	Total	27,714.55	15,539.05	12,175.50	0.00	0.00	0.00

Approved by:

David C. Rainey
Director, Owner's Representation Group

Thank you for your business! We appreciate your prompt payment.



Nelson Alarm
Michelle Ramirez
(317) 255-2125
mramirez@nelsonalarm.com
2602 East 55th Street, Indianapolis
IN46220

Scope of Work

Nelson Alarm to:

Monitor Siemens fire panel installed by Koorsen

As long as Koorsen programs the dialer, Nelson Alarm can monitor the system

Nelson Alarm Technician, Steve Fosnot, will need to be on site around March 3rd while Koorsen is present so we can obtain a zone list and program the dialer for communication with our monitoring center.

Schedule-A

Monthly Monitoring Fees (Per Monitoring Account)	
Burglar Alarm	\$35.00
Burglar Alarm Remote Access	\$10.00
Fire Alarm	\$35.00
Elevator Alarm	\$20.00
Fire Inspection	\$30.00

Updated 2/2/2026

Subscriber	Street Address	City	State	Zip	Burg	Burg Remote Access	Fire	Fire Inspection	Elevator	Total Fees
Hancock County Annex Building	111 American Legion Pl	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
Hancock County Commissioners Office - Sheriff Department	398 Malcolm Grass Way	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
Hancock County Community Corrections	123 East Main Street	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$30.00	\$0.00	\$65.00
Hancock County Courthouse	8 East Main Street	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
Hancock County Highway Department	921 West Osage Street	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
Hancock County New Prosecutors Office	233 East Main Street	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$30.00	\$0.00	\$65.00
Hancock County Amplify Buidling	2110 West 300 North	Greenfield	IN	46140	\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00
					\$0.00	\$0.00	\$245.00	\$60.00	\$0.00	\$305.00

NA Printed Name: _____

Subscriber Printed Name: _____

NA Signature: _____

Subscriber Signature: _____

Date: _____

Date: _____



Nelson Alarm
Michelle Ramirez
(317) 255-2125
mramirez@nelsonalarm.com
2602 East 55th Street, Indianapolis
IN46220

Customer

Customer: _____
Signature: _____
Printed Name: _____
Date: _____

Nelson Alarm

Nelson Alarm: _____
Signature: _____
Printed Name: _____
Date: _____

THIS INSTRUMENT PREPARED BY:
 CHRISTOPHER M. COOPER
 COOR CONSULTING & LAND SERVICES, CORP.
 303 W. MAIN STREET
 KNIGHTSTOWN, IN 46148-0012
 PHONE: (765) 345-5943

DEVELOPED BY:
 SCOTT H. CASTO
 344 BEAR STORY CT.
 GREENFIELD, IN 46140

SCOTT CASTO MINOR SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 7 EAST
 BLUE RIVER TOWNSHIP, HANCOCK COUNTY, INDIANA

CABINET	SLIDE
INST. NO.	

LOT 4
 HILLCREST FARMS SUBDIVISION
 PC B, SLIDE 331
 INST. #970005804

LOT 3
 HILLCREST FARMS SUBDIVISION
 PC B, SLIDE 331
 INST. #970005804

LOT TWO
 ±3.377 ACRES (GROSS)
 ±0.261 ACRES (R/W)
 ±3.116 ACRES (NET)

LOT THREE
 ±3.989 ACRES (GROSS)
 ±0.767 ACRES (R/W)
 ±3.222 ACRES (NET)

LOT ONE
 ±3.419 ACRES (GROSS)
 ±0.253 ACRES (R/W)
 ±3.166 ACRES (NET)

LEGEND

- - 5/8" REBAR WITH CAP MARKED "C2LS FIRM #0035"
- ⊙ - "MAG" NAIL SET
- D.&U.E. - DRAINAGE & UTILITY EASEMENT

Assumed North

Scale: 1" = 60'

SOURCE OF TITLE
 TRANSFER ON DEATH DEED
 BENEFICIARY AFFIDAVIT
 "SCOTT H. CASTO"
 INSTR. #202402135
 PARCEL #30-11-26-400-037.000-001

ZONING INFORMATION
 - SITE ZONED "A" PER HANCOCK COUNTY
 - FRONT YARD SETBACK (F.Y.S.): 50' MIN.
 - SIDE YARD SETBACK (S.Y.S.): 15' MIN.
 - REAR YARD SETBACK (R.Y.S.): 15' MIN.

Flood Hazard Statement
 The accuracy of the flood hazard information shown or identified hereon is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. The within described parent tract of land lies within Flood Hazard X as said tract plots by scale on Community Panel Number 18059C0255D of the Flood Insurance Rate Maps for Hancock County, Indiana (maps dated December 4, 2007).



SITE MAP
 NO SCALE

POINT OF BEGINNING
 SW COR, SE 1/4
 SEC 26, T15N, R7E
 "MAG" NAIL FOUND

SE COR, SE 1/4
 SEC 26, T15N, R7E
 "MAG" NAIL FOUND

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

CR 500 SOUTH
 (35' DEDICATED RIGHT-OF-WAY)

THIS INSTRUMENT PREPARED BY:
CHRISTOPHER M. COOPER
COOR CONSULTING & LAND SERVICES, CORP.
303 W. MAIN STREET
KNIGHTSTOWN, IN 46148-0012
PHONE: (765) 345-5943

DEVELOPED BY:
SCOTT H. CASTO
344 BEAR STORY CT.
GREENFIELD, IN 46140

SOURCE OF TITLE
TRANSFER ON DEATH DEED
BENEFICIARY AFFIDAVIT
"SCOTT H. CASTO"
INSTR. #202402135
PARCEL #30-11-26-400-037.000-001

SCOTT CASTO MINOR SUBDIVISION

A PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 7 EAST
BLUE RIVER TOWNSHIP, HANCOCK COUNTY, INDIANA

CABINET SLIDE
INST. NO.

LAND DESCRIPTION

A part of the Southeast Quarter of Section 26, Township 15 North, Range 7 East, Blue River Township in Hancock County, Indiana, being more particularly described as follows:

BEGINNING at the southwest corner of said quarter section; thence North 00 degrees 52 minutes 23 seconds West along the West line of said Quarter a distance of 733.31 feet to the Northeast corner of Lot 3 in Hillcrest Farms Subdivision as recorded in Plat Cabinet B, Slide 331 as Instrument Number 970005804 in the Office of the Recorder for Hancock County, Indiana; thence North 89 degrees 17 minutes 37 seconds East along the South line of Lot 4 in said Hillcrest Farms Subdivision a distance of 463.24 feet to the centerline of Morrystown Pike; thence South 26 degrees 24 minutes 42 seconds East along said centerline a distance of 823.59 feet to the South line of said Quarter; thence North 89 degrees 17 minutes 31 seconds West along said South line a distance of 818.44 feet to the POINT OF BEGINNING, containing 10.784 acres, more or less.

CERTIFICATION: I, Christopher M. Cooper, hereby certify that I am a Professional Surveyor, registered in compliance with the laws of the State of Indiana; and I do further certify that I have surveyed the property described in the above caption and that I have subdivided the same into lots as shown on the hereon drawn plat. This plat correctly represents said survey and subdivision in every detail. Monuments shown are in place as located. All lot corners are marked as indicated. Dimensions are in feet and decimal parts thereof. Dated January 21, 2026.


Christopher M. Cooper
Professional Surveyor #21800010



REDACTION STATEMENT

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

Cross reference is made to a recorded survey for the subject tract recorded in Instrument Number _____.

DEED OF DEDICATION:

I, the undersigned, Scott H. Casto, the owner of the real estate shown and described herein, do hereby lay off, plat, and subdivide said real estate in accordance with the within plat, subject to all highway rights of way.

This THREE lot subdivision shall be known and designated as "SCOTT CASTO MINOR SUBDIVISION" of a part of S26-T15N-R7E, in BLUE RIVER TOWNSHIP, HANCOCK COUNTY, INDIANA. All streets, alleys and public open spaces shown and not therefore dedicated are hereby dedicated to the public.

RESTRICTIVE COVENANTS:

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected or maintained no buildings or structure. The strips of ground shown on this plat and marked "Easement" are reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities, and to the rights of the owners of other lots in this subdivision.

Open channel and tile drains within all drain easements shall be regulated drains subject to Indiana Code 36-9-27 and its amendments.

It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Hancock County Drainage Board through its agents, the Hancock County Surveyor and the Hancock County Engineer, and the requirements of all drainage permits for this plat by said Hancock County Drainage Board.

The property shall be graded pursuant to the final construction plan and may not thereafter be changed without the written approval by the Hancock County Surveyor, whose decision may be appealed to the Hancock County Drainage Board.

No trees or shrubs shall be planted, nor any structure erected in any drainage easement, unless otherwise approved by the Hancock County Surveyor and the Hancock County Engineer.

Drainage swales (ditches) along dedicated roadways and within the right of way, or on dedicated drainage easements, are not to be altered, dug out, filled in, or otherwise changed without the written permission of the Hancock County Drainage Board (County Commissioners). Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Drainage Board (County Commissioners).

Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such and will be given 10 days notice by registered mail to repair such damage, after which time, if no action is taken, the Hancock County Drainage Board (County Commissioners) will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

RIGHT TO FARM DEED RESTRICTION: The owner of the herein described real estate, for himself, and for all future owners and occupants of said real estate, or any other division thereof, for and in consideration of the right to develop the real estate for other than agricultural uses, hereby:

1. Acknowledges and agrees that the real estate is adjacent to an area zoned or used for agricultural purposes, which uses included but are not limited to:
 - a. Production of crops
 - b. Animal husbandry
 - c. Land application of animal waste
 - d. Raising, breeding and sale of livestock and poultry, including confinement feeding operations
 - e. Use of farm machinery, and /or
 - f. The sale of farm products.
2. Waives any and all objections to any agricultural uses within two miles of any boundary of the real estate.
3. Agrees that agricultural uses do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health.
4. Agrees that this covenant is for the benefit of Hancock County, Indiana and for all persons engaged in agricultural uses within two miles of any boundary of the real estate and is enforceable by any of the foregoing.

EASEMENTS:

The secondary septic field easement shown on this plat shall be deemed a permanent easement and permanently reserved for the construction of a secondary septic field in the event that the primary septic fails. The easement area shall remain undisturbed, with no buildings, structures or any other thing located within the easement. The easement should also remain free of any process or thing that might cause compaction of the soils.

CERTIFICATE OF OWNERSHIP:

I, Scott H. Casto, do hereby certify that I am the owner of the property described in the above caption and that as such owners we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed.

Signature
Scott H. Casto

State of Indiana, County of _____

I, _____, a Notary Public in and for said County and State, do hereby certify that Scott H. Casto, personally known to me to be the same persons whose names are subscribed to the above certificate appeared before me this day in person and acknowledged that they signed the above certificate as their own free and voluntary act and deed for the uses and purposed therein set forth. Given under my hand and notarial seal this

_____ day of _____, 2026.

Notary Public: _____ My Commission Expires: _____

Resident of _____ County.

Approved by the Hancock County Plat Committee this _____ day of _____, 2026.

VOID unless Recorded before _____.

Plat Committee Chairperson

Plan Commission Director

Be it resolved by the Board of County Commissioners, Hancock County, Indiana, that the dedications shown on this plat are

hereby approved and accepted this _____ day of _____, 2026.

"BOARD OF COMMISSIONERS"

Bill Spalding

Gary McDaniel

Jeannine Gray

V. Feeney Inc.

4518 W. 200 N., Greenfield, IN 46140
 Phone: 317-223-9807

INVOICE12626-2

DATE: 2/6/2026

TO; CORY TAYLOR
HANCOCK COUNTY FACILITIES MAINTENENCE

SHIP TO

COMMENTS OR SPECIAL INSTRUCTIONS:
 PLEASE REMIT PAYMENT TO V. FEENEY INC.
 4518 W. 200 N., GREENFIELD, IN 46140
 THANK YOU

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	SHOVELLED/ SALTED COUNTY SIDEWALKS 1/26/2026 10:00AM TO 2:30PM		
	ANNEX BUILDING		
	911 CENTER		
	PURDUE EXT.		
	COUNTY CORRECTIONS		
	MEMORIAL BUILDING		
	COUNTY COURT HOUSE		
	PLOWED WITH JOHN DEERE GATOR WITH V-BLADE	\$130.00 PER HR	\$585.00
	SHOVELLED WALKS (11 PEOPLE) 4.5HRS	\$100.00 PER HR	\$4,950.00
	SALTED SIDEWALKS WITH 21 BAGS OF SALT @ \$0.35 PER LB		\$367.50

SUBTOTAL	\$5,902.50
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	\$5,902.50

Make all checks payable to V. Feeney Inc. 4518 West 200 North Greenfield, Indiana 46140

THANK YOU FOR YOUR BUSINESS!

PDF

MECHANICAL. LLC

8423 E 400S
Carthage, IN 46115

Phone: 317-903-7196
FAX: 765-565-7158

Proposal

Date: 2/10/2026

Hancock County Annex

111 American Legion Place
Greenfield, IN 46140

Attn: Cory Taylor

Phone: 317-665-1875

Fax:

Project: Community Corrections Water Heater

We hereby submit specifications and estimates for:

Scope of Work:

PDF Mechanical LLC will provide labor and material to remove and replace two water heaters. The new water heaters will be Lochinvar AWN201 95% efficiency. They will be installed with new pumps sized for each boiler. The piping between the boilers and the storage tank will be replaced. A reverse return piping arrangement will be used to allow even distribution of flow through both water heaters. Schedule 40 PVC piping will be used with a concentric termination for both intake and exhaust of flue gases on each boiler. The concentric terminations will be mounted on the outside of the East wall of the boiler room. Each boiler will have a BACnet MSTP communication card for integration into the building automation system. Existing gas lines will be modified and connected to the new water heaters. Upon completion of the installation, the water heaters will be started and operationally tested.

Warranty:

Labor and material will be warranted to be free from defects in materials and workmanship for one year from date of equipment start up.

Omissions:

All work to be accomplished during normal business hours: Mon-Fri 7am to 5pm.

Price:

Material	\$41,520.00
Subs	\$ 7,890.00
Labor	<u>\$21,700.00</u>
Total	\$71,110.00

PAYMENT TERMS - NET THIRTY (30) DAYS.

All material is guaranteed to be as specified. And, all warranties exclude incidental damages and, damage due to accident, abuse, improper use external causes, freezing, corrosion, erosion or deterioration. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized

Signature: _____

Tom Fitzwater, Vice President

NOTE: We may withdraw this proposal if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I furthermore agree to pay legal fees and court cost to PDF Mechanical LLC if legal action is necessary for collection of payment.

Purchase Order# _____ Date _____

PROPOSED COMMITMENT

EXHIBIT B

IN RE THE HANCOCK COUNTY AREA PLAN COMMISSION AND THE HANCOCK COUNTY BOARD OF COMMISSIONERS' CONSIDERATION OF A PETITION FOR REZONING BY GOODIN GROUND MAINTENANCE, INC.

Commitment made on _____, 20__, by Goodin Ground Maintenance, Inc. ("Petitioner") pursuant to Indiana code 36-7-4-1015.

1. Petitioner makes this commitment as the owner ("Owner") of certain real estate ("Real Estate") located in Hancock County, Indiana ("County"), commonly known as 3859 and 3863 W US 40, Greenfield, Indiana and more particularly described on EXHIBIT A which is attached hereto and incorporated by reference herein.
2. Petitioner filed a request with the Hancock County Area Plan Commission ("Commission") to rezone the Real Estate from Commercial Neighborhood (CN) to Commercial Community (CC) and received a favorable recommendation by a vote of seven (7) ayes and zero (0) nays following a public hearing held by the Commission on September 22, 2025.
3. As a condition accompanying the favorable recommendation, the Commission required that privacy fencing or screening be put in place as required by the adjacent park land use to the south per Zoning Ordinance §156.075 (Landscaping Standards) or as approved by the Board of Zoning Appeals or staff.
4. At the Hancock County Board of Zoning Appeals ("BZA") public hearing held on September 25, 2025 to consider Petitioners' request for a Special Exception to allow a contractor's storage yard on the Real Estate, the BZA adopted a condition of approval that the landscape buffer requirements be addressed by staff and the Board of Commissioners at the time of consideration of the rezoning.
5. The Hancock County Board of Commissioners considered the Petitioners' request for rezoning at its regular meeting on _____, 20__.
6. Petitioner hereby agrees and makes the following commitment in connection with the rezoning request, Case No. 25-2624:
 - a. Prior to the issuance of a final Certificate of Occupancy for the first new building to be constructed on the Real Estate, the Owner agrees to install and maintain landscaping between the location of the current fence located on the south side of the Real Estate and the Pennsy Trail as follows:
 - i. Goodin Ground will install twenty-four 6ft Black Hills Spruce trees along the south end of Goodin Ground property, with the length of the install area to be approximately 550ft.

- ii. Trees will be planted in a staggered pattern to create a barrier between the Pennsy Trail and Goodin Ground Maintenance.
 - iii. Goodin will install clean soil and place fertilizer tablets in each hole dug for the trees.
 - iv. Goodin will water the trees for one season to ensure the best result for the life of the trees.
 - v. Goodin will stake any trees leaning on the one-year anniversary of installation.
 - vi. Goodin will not warranty the trees, will not be required to replace any trees that die after installation, and will not be required to maintain the trees beyond one season of watering and staking leaning trees on the one-year anniversary of planting.
 - b. All landscaping shall remain on Owner's property and shall not encroach onto property owned by others.
 - c. Owner may request excess soil from the Hancock County Highway Department, but is not guaranteed.
 - d. Owner acknowledges that the County will not remove any railroad ballast.
7. This commitment shall be a covenant running with the Real Estate and shall be binding and enforceable against the Petitioner, successors and assigns, subsequent owners of the Real Estate, and other persons acquiring an interest therein.
8. This commitment may be modified or terminated only in writing and only by a decision of the Commission following a public hearing for which proper notice has been given, which decision also has been approved by the Hancock County Board of Commissioners.
9. The commitment may be enforced jointly or severally in the circuit or superior court of Hancock County by:
 - a. The Commission;
 - b. The BZA;
 - c. The Hancock County Board of Commissioners;
 - d. Property owners of the Real Estate; and
 - e. Any person who is aggrieved by a violation of the commitment, including but not limited to, all owners of the real estate which are abutting or adjoining the Real Estate.
10. In the event it becomes necessary to enforce this commitment in court, and the owner(s) of the Real Estate are found to be in violation of the commitment, the owners shall pay all reasonable costs in the enforcement of this commitment, including attorney fees.

11. The undersigned hereby authorizes the Commission and the Hancock County Board of Commissioners to see that this commitment is recorded in the Office of the Recorder of Hancock County, Indiana upon final approval of the ordinance rezoning the property from Commercial Neighborhood (CN) to Commercial Community (CC) by the Hancock County Board of Commissioners. The cost of the recording shall be paid by the Owner.

In Witness Whereof, the Owner has executed this instrument this ____ day of _____, 20__.

Authorized Representative of
Goodin Ground Maintenance, Inc.

Before me, a Notary Public, in and for said county and State, personally appeared _____ who acknowledged the execution of the foregoing commitment, and who, having been duly sworn, states that the representations therein contained are true.

Witness my hand and Notarial Seal this ____ day of _____, 2025.

_____, Notary Public

My Commission Expires: _____

County of Residence: _____

APPROVED THIS ____ DAY OF _____, 20__

BOARD OF COMMISSIONERS
HANCOCK COUNTY, INDIANA

Jeannine Gray

Gary McDaniel

William Spalding

Attest: _____
Debra Carnes, Hancock County Auditor

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana, in the person of the Planning Director, to be hereinafter known as “Contracting Agency” and BRAND & MORELOCK, Attorneys-at-Law, Greenfield, Indiana to be known hereinafter as “Contractor or his associate” is to hereby set our terms and conditions as follows:

ARTICLE ONE

That said Contracting Agency hereby employs said Contractor or his associate for the purposes and under the conditions designated and set forth herein, and said Contractor or his associate agrees to perform such work in a timely manner.

ARTICLE TWO

The Contractor or his associate will advise and consult with the Contracting Agency on matters pertaining to the governing of the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana in the following scope:

1. The Contractor or his associate will be reasonably available to consult over the telephone or by mail or in person when requested by the Contracting Agency;
2. The Contractor or his associate will meet with the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana at their monthly meeting and at such other times as may be deemed reasonably necessary by both parties;
3. The Contractor or his associate will make visits and arrange for conferences or meetings which are essential to the governing of the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana as requested by the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana;
4. The Contractor or his associate will represent the Contracting Agency in any legal matters in which such representation is requested by the Planning Director of the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana.

ARTICLE THREE

It is understood that the period covered by the work outlined in Article Two, herein, will be accomplished during the calendar year of 2026.

ARTICLE FOUR

It is understood that Gregg H. Morelock will be the person in charge of all work outlined in Article Two, herein, for the Contractor or his associate and that he will personally attend the meetings and conferences set forth above.

ARTICLE FIVE

That for the accomplishment of the work set forth above, the Contractor or his associate shall be reimbursed by the Contracting Agency in the amount of \$250.00 per hour. The method of payment shall be either payment of the Contractor or his associate’s monthly statement upon receipt and approval of said claim by the Planning Director of the Contracting Agency and if not monthly, at least quarterly.

ARTICLE SIX

It is understood and agreed that the Contractor or his associate shall commence work promptly upon execution of this Agreement.

ARTICLE SEVEN

As required by IC 5-22-16.5-13, the Contractor hereby certified that the Contractor is not engaged in investment activities in Iran.

ARTICLE EIGHT

The Contractor hereby certifies that the Contractor has complied with the requirements of IC 22-5-1.7-3 regarding the E-Verify program, as shown by the attached affidavit.

In accordance with the terms so set forth, we do hereby set our hands and seal this _____ day of _____, 202__.

BRAND & MORELOCK

Gregg H. Morelock

As recommended to the Hancock County, Indiana Board of Commissioners for execution by the:

HANCOCK COUNTY AREA WIDE
BOARD OF ZONING APPEALS

Kayla Brooks, Director

Date

HANCOCK COUNTY, INDIANA
BOARD OF COMMISSIONERS

Bill Spalding

Gary McDaniel

Jeannine Gray

ATTEST:

Debra Carnes, Auditor

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C.22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the Hancock County Area Wide Board of Zoning Appeals, Hancock County, Indiana, must, as a term of the contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Gregg H. Morelock, a duly authorized agent of BRAND & MORELOCK, declare under penalties of perjury that BRAND & MORELOCK, does not employ unauthorized aliens to the best of it knowledge and belief.

BRAND & MORELOCK

By: _____
Gregg H. Morelock

Subscribed and sworn to before me on this ____ day of _____, 202__.

My Commission Expires: February 25, 2033

County of Residence: Hancock

Sheryl L. Shepherd, Notary Public

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between Hancock County, Indiana, to be hereinafter known as “Contracting Agency” and BRAND & MORELOCK, Attorneys-at-Law, Greenfield, Indiana to be known hereinafter as “Contractor” is to hereby set our terms and conditions as follows:

ARTICLE ONE

That said Contracting Agency hereby employs said Contractor for the purposes and under the conditions designated and set forth herein, and said Contractor agrees to perform such work in a timely manner.

ARTICLE TWO

The Contractor will advise and consult with the Contracting Agency on matters pertaining to the governing of the Hancock County Area Wide Plan Commission, Hancock County, Indiana in the following scope:

1. The Contractor will be reasonably available to consult over the telephone or by mail or in person when requested by the Contracting Agency;
2. The Contractor or his associate will meet with the Hancock County Area Wide Plan Commission, Hancock County, Indiana at their monthly meeting and at such other times as may be deemed reasonably necessary by both parties;
3. The Contractor or his associate will make visits and arrange for conferences or meetings which are essential to the governing of the Hancock County Area Wide Plan Commission, Hancock County, Indiana as requested by the Hancock County Area Wide Plan Commission, Hancock County, Indiana;
4. The Contractor or his associate will represent the Contracting Agency in any legal matters in which such representation is requested by the Planning Director of the Hancock County Area Wide Plan Commission, Hancock County, Indiana.

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It is understood that the period covered by the work outlined in Article Two, herein, will be accomplished during the calendar year of 2026.

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The Contractor hereby certifies that the Contractor has complied with the requirements of IC 22-5-1.7-3 regarding the E-Verify program, as shown by the attached affidavit.

In accordance with the terms so set forth, we do hereby set our hands and seal this _____ day of _____, 202__.

BRAND & MORELOCK

Gregg H. Morelock

As recommended to the Hancock County, Indiana Board of Commissioners for execution by the:

HANCOCK COUNTY AREA WIDE
PLAN COMMISSION

Kayla Brooks, Director

Date

HANCOCK COUNTY, INDIANA
BOARD OF COMMISSIONERS

Bill Spalding

Gary McDaniel

Jeannine Gray

ATTEST:

Debra Carnes, Auditor

INDIANA LEGAL EMPLOYMENT DECLARATION

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1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Gregg H. Morelock, a duly authorized agent of BRAND & MORELOCK, declare under penalties of perjury that BRAND & MORELOCK, does not employ unauthorized aliens to the best of it knowledge and belief.

BRAND & MORELOCK

By: _____
Gregg H. Morelock

Subscribed and sworn to before me on this _____ day of _____, 202__.

My Commission Expires: February 25, 2033

County of Residence: Hancock

Sheryl L. Shepherd, Notary Public

ORDINANCE NO. 2026 –

AMENDING

HANCOCK COUNTY ZONING ORDINANCE NO. 2007-1B

AMENDING TITLE XV, CHAPTER 156. ZONING

OF THE HANCOCK COUNTY CODE OF ORDINANCES

SECTION 1

Title XV Chapter 156 of the Hancock County Code, is amended as follows: The Zoning Map Referenced in Section 156.020 for Center Township is hereby amended by rezoning the subject area from Industrial Light (IL) to R1.0 (Residential 1.0).

The subject area is described herein as Exhibit A.

ADOPTED THIS 3RD DAY OF FEBRUARY 2026

BOARD OF COMMISSIONERS OF
HANCOCK COUNTY, INDIANA

Gary McDaniel

Bill Spalding

Jeannine Gray

ATTEST:

Debra Carnes, Hancock County Auditor

Petitioner: Hancock County Area Plan Commission

This instrument was prepared by Rhonda Cook, BRAND & MORELOCK, P.O. Box 6, 6 West South Street, Greenfield, IN 46140.

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

EXHIBIT A

The land is situated in the County of Hancock, State of Indiana, as follows:

Commencing at a point 55 rods and 10 links on the West line of the Southeast Quarter of the Southeast Quarter of Section 5, Township 16 North, Range 7 East, North of the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence East parallel with the South line of said Southeast Quarter of the Southeast Quarter 28 rods and 18 3/4 links to the center of the Greenfield and Pendleton gravel road; thence North with the center of said gravel road 16 rods and 17 1/2 links; thence West parallel with said South line 28 rods and 18 3/4 links to the West line of the Southeast Quarter of the Southeast Quarter; thence South on the said West line 16 rods and 17 1/2 links to the place of beginning, containing 2.25 acres, more or less.

Except a strip of real estate four (4) rods wide North and South off the entire North side thereof.

Commonly Known As: 204 North Main Street, Maxwell, IN 46140

Tax Parcel ID: 30-07-05-400-003.001-008 State Parcel ID: 30-07-05-400-003.001-008

January 30, 2026

Michael Scott
9120 Manship Lane
Fortville, IN 46040

Re: Request for Approval to Modify Driveway Easement – Manship Estates, Lot 4

To Whom It May Concern,

My name is Michael Scott, and my wife Nicole and I are the owners of Lot 4 in Manship Estates, a 2.7-acre corner lot. We recently purchased this property with the intent of constructing our primary residence and an accessory pole barn in a manner that is consistent with county standards and the character of the neighborhood.

During the review of our survey and site planning with our builder, Joyner Homes of Greenfield, we noted that there are currently two driveway access easements located at the north and far south ends of the lot. Utilizing the existing southern easement would require placing the residence significantly closer to County Road 900N or constructing a long concrete driveway, both of which create unnecessary cost and limit thoughtful use of the property.

We respectfully request approval to modify the location of the southern driveway easement by relocating it closer to the center of the lot, while keeping the northern easement unchanged, except in the event of unknown discoveries that prevent this requested amendment. This request does not increase the number of access points and is intended solely to improve site functionality and long-term compatibility with surrounding properties.

The proposed adjustment would provide the following benefits:

1. Allow more efficient and balanced use of the 2.7-acre parcel while maintaining appropriate setbacks.
2. Improve spacing between the residence, pole barn, septic system, and required secondary septic easement, reducing congestion at the north end of the lot.
3. Support placement of the pole barn north of the residence, which aligns with neighborhood aesthetics and enhances security by keeping accessory structures set back from the roadway.
4. Reduce unnecessary concrete construction and preserve more of the property's natural landscape.

We have included the survey along with a conceptual layout illustrating the proposed easement location for your review. Our intent is to work cooperatively with the county and any reviewing departments to ensure the final plan meets all applicable requirements.

Thank you for your time and consideration. We appreciate your review of this request and are happy to provide any additional information needed.

Respectfully,
Michael Scott



Accura Land Surveying
Philip D. Going, Owner
PO Box 786
Greenfield, IN, 46140
(317) 462-3734
Fax: (888) 585-9642
accura@prodigy.net

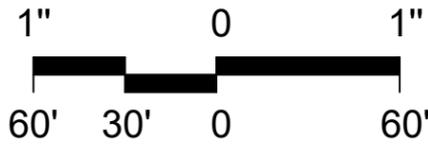


Scale 1" = 60'
Date: 01/08/2026
Project #: 02-26-1098

Lot 4
Manship Estates
Hancock County, Indiana
Parcel Number:
30-02-15-400-045.040-016



Know what's below.
Call before you dig.



Property Address:	9120 Manship Lane Fortville, IN 46040
Prepared For:	Joyner Homes - JH201
Client:	The Scott Residence

FLOOD STATEMENT:

This proposed real estate is NOT located in a Special Flood Hazard Zone A by scale on the FEMA FIRM 18059C0037 D, dated December 4, 2007. The accuracy of this flood hazard statement is subject to map scale uncertainty or any other uncertainty associated with the published map.

I, the undersigned Registered Land Surveyor, hereby certify that I have prepared a Plot Plan of proposed improvements, and to the best of my knowledge, information and belief this drawing is an accurate representation of that survey of the following described real estate:

Parcel 1:

Lot Four (4) in Manship Estates, an addition in Vernon Township, Hancock County, Indiana, as per plat thereof, recorded July 7, 2023 as Instrument No. 202306201, Plat Cabinet D, Pages 243-244, in the Office of the Recorder of Hancock County, Indiana.

Parcel 2:

Non-exclusive Easement for pedestrian and vehicular ingress and egress over Access Easement "B" as set forth in Manship Estates Declaration of Covenants, Conditions and Restrictions, recorded July 7, 2023 as Instrument Number 202306200, and as set forth in and identified as Manship Lane - Access Easement "B" on the plat of Manship Estates recorded July 7, 2023 as Instrument Number 202306201, Plat Cabinet D, Pages 243-244, in the Office of the Recorder of Hancock County, Indiana.

Certified: January 10, 2026

LEGEND

- 000.0 Proposed finished grade elevation
- x000.0 Existing grade spot elevations
- 000--- Existing grade contours
- Water Lateral & Main
- Sanitary Sewer Lateral & Main
- Silt Fence

Proposed Finished Floor Elevation and Finished Grade Elevations shown are minimum for adequate storm water drainage.

A minimum separation of ten feet must be maintained between water service lines and sanitary sewer service lines.

Proposed finished floor elevation of the main level of the residence shall be 861.00. (Basement: 851.00).

The finished grade elevation around the residence shall be a minimum of (859.7) and shall be sloped away from the residence to prevent any surface drainage towards the residence and absorption field.

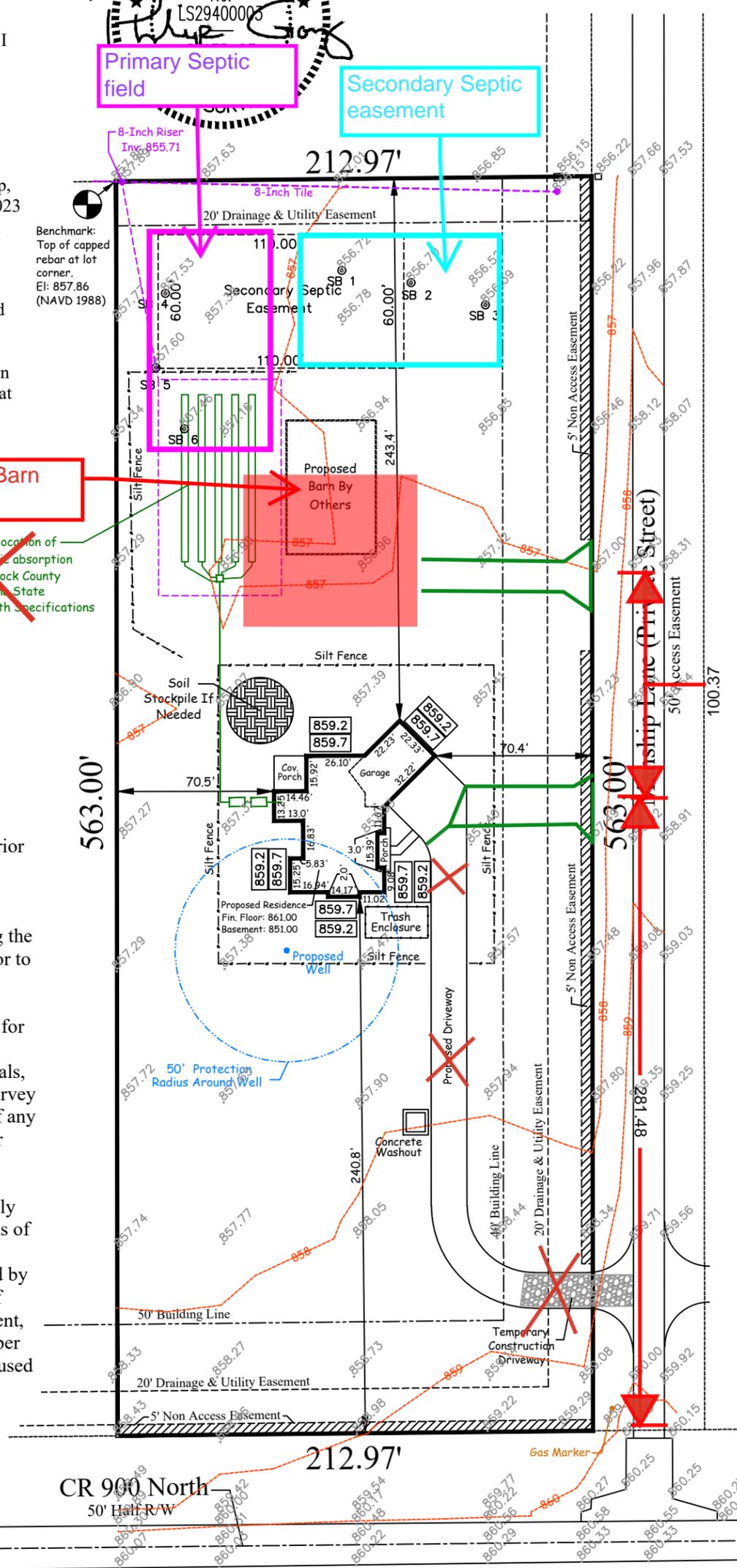
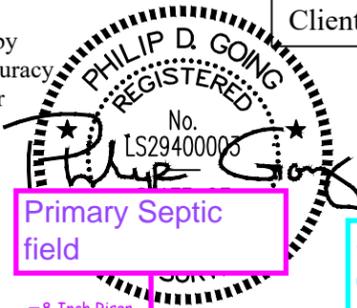
All house dimensions shown are as provided by the client at the date indicated hereon. The contractor shall be responsible

to verify all dimensions prior to construction.

The contractor shall be responsible for identifying the location of all utilities prior to beginning construction.

This plot plan is designed for use by the contractor for obtaining building approvals, and is not intended as a survey to establish the location of any of the boundary corners or deed lines.

The contractor shall comply with all applicable sections of the 'Indiana Stormwater Quality Manual' published by the Indiana Department of Environmental Management, October 2007, for the proper installation and materials used for all erosion control measures shown on these plans.





Accura Land Surveying
 Philip D. Going, Owner
 PO Box 786
 Greenfield, IN, 46140
 (317) 462-3734
 Fax: (888) 585-9642
 accura@prodigy.net

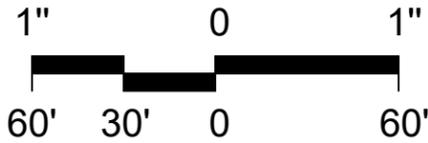


Scale 1" = 60'
 Date: 01/08/2026
 Project #: 02-26-1098

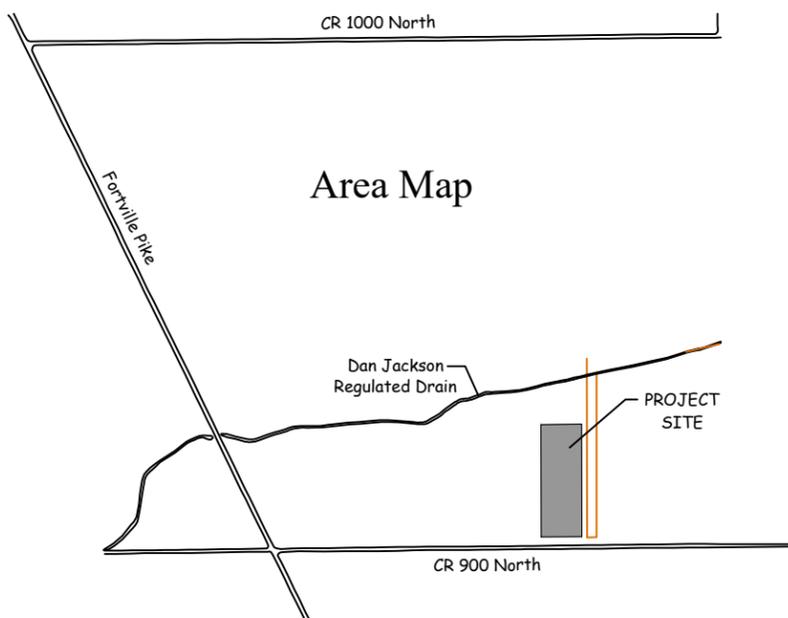
Lot 4
 Manship Estates
 Hancock County, Indiana
 Parcel Number:
 30-02-15-400-045.040-016



Know what's below.
 Call before you dig.



Property Address:	9120 Manship Lane Fortville, IN 46040
Prepared For:	Joyner Homes - JH201
Client:	The Scott Residence



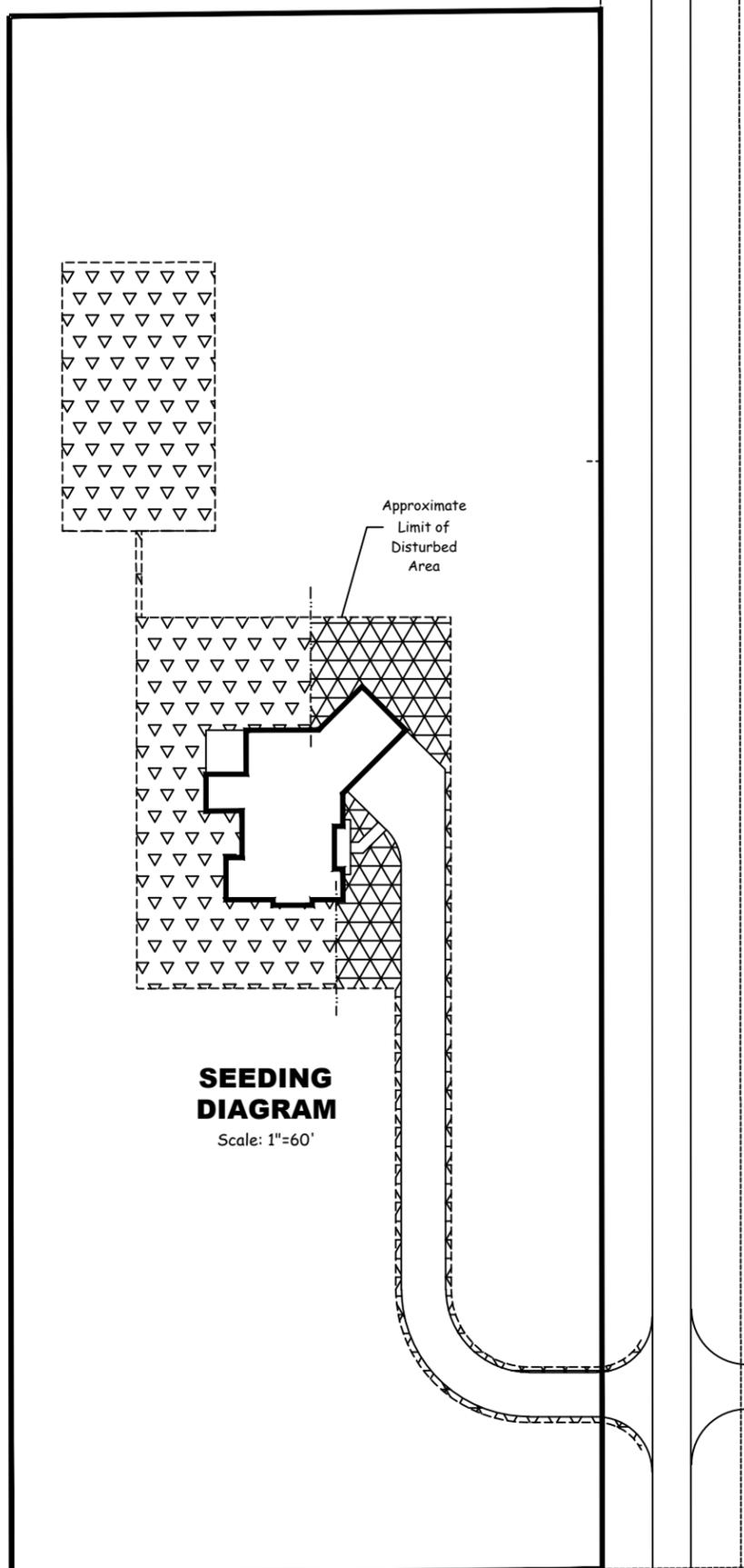
- AREAS FOR PERMANENT SEEDING
- AREAS FOR TEMPORARY SEEDING

RESPONSIBLE PARTY:
 Tom Joyner
 Phone: (317) 468-2320

DISTURBED AREA = 24,830 S.F. (0.570 AC.)

CALCULATED AREAS (square feet):

- TEMPORARY SEEDING 12081
- PERMANENT SEEDING 4203
- DRIVEWAY 5361
- PRIVATE SIDEWALK 59
- PUBLIC SIDEWALK 0
- FRONT PORCH 102
- PATIO 230
- STOOP 0



January 20, 2026

Chad Coughenour
Hancock County Surveyor's Office
111 S. American Legion Pl., Ste. 171
Greenfield, IN 46140

Subject: **2026 Ongoing SW2
Professional Services Proposal**

Dear Mr. Coughenour,

As requested, Christopher B. Burke Engineering, LLC has prepared this proposal to provide professional services to Hancock County for the 2026 calendar year. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

This project will include providing assistance, as needed, with activities associated with the county's MS4 program, as detailed below.

SCOPE OF SERVICES

Burke will provide the following services, as needed and requested:

- Assist with preparation of implementation documents needed for compliance with IDEM's MS4 General Permit (MS4GP) such as procedures, policies, plans and the Annual Report
- Provide training to staff on various MS4 program topics
- Assist with preparation for possible IDEM program audits
- Continue to serve as a resource when questions arise regarding the MS4 program
- Other tasks as agreed upon

ESTIMATED FEE

We have estimated the total cost for these services shall not exceed **\$20,000**. We will bill you monthly, on a time and material basis, in accordance with our attached standard charges for professional services. Should the requested services exceed the estimated fee, Burke will submit an amendment for the additional requested services. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services. Should Hancock County request additional services outside of the estimated fee, Burke will prepare a contract amendment for those services.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will null and void this agreement. Any

time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please call me or Susan Bodkin at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Executive Vice President

THIS PROPOSAL, SCOPE OF SERVICES, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY HANCOCK COUNTY:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
General Terms and Conditions

Personnel	(\$/Hr)
Engineer VI	305
Engineer V	280
Engineer IV	225
Engineer III	195
Engineer I/II	165
Resource Planner V	225
Resource Planner IV	185
Resource Planner III	155
Resource Planner I/II	135
Engineering Technician IV	190
Engineering Technician III	170
Engineering Technician I/II	130
CAD II	155
CAD I	125
GIS Specialist IV	190
GIS Specialist III	190
GIS Specialist I/II	130
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	195
Environmental Resource Specialist III	155
Environmental Resource Specialist I/II	135
Environmental Resource Technician	115
Administrative	105
Engineering Intern	75
Information Technician I/II	100

**Charges include overhead and profit*

Direct Costs	
Outside copies, messenger, delivery services, mileage	Cost + 12%

Christopher B. Burke Engineering, LLC reserves the right to increase these rates after December 31, 2026.

1. Relationship Between Engineer and Client:

Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer:

Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes

described in such amendment and is signed by the Engineer.

3. Changes:

Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services:

Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination:

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client:

Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic

tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the

Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

- 7. Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

- 8. Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- 9. Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is

advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction

Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law and Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party

shall assign this Agreement in whole or in part without the prior written approval of the other.

- 14. Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 15. Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 16. Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
- 17. Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 19. Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Furthermore, neither Client nor Engineer shall be liable to the other for special, incidental or consequential damages, including, but not limited to, loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on

contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

24. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

25. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend

performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

26. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

*February 23, 2010-INDIANA
Modified for Hancock County*