

**HEBRON TOWN COUNCIL
HEBRON UTILITY REGULATORY COMMISSION
MINUTES OF FEBRUARY 20, 2024**

The Hebron Town Council and Regulatory Commission meeting of February 20, 2024, was called to order by President John Spinks, Jr. at 7:00 p.m. In attendance were Council Members, Justin Albright, Mike Wallace, Shane Spagnola, Tammy Grdinich, and John Spinks, Jr.; Town Attorney Brett Galvan; MCO Representative Randy Decker; Building Commissioner Brad Ladwig; Town Marshal Josh Noel; and Clerk-Treasurer Jamie Uzelac. Park Board President Linda Brebner was not in attendance.

Following the Pledge of Allegiance, the following business was conducted.

Public Comments – President Spinks read the following Public Comment Statement.

The Town Council would like to let everyone know that the agenda for our meetings is available online on the town website the Friday before we meet to allow citizens to come and speak on topics before a decision is made. This meeting is being recorded and will be made available on the website before our next meeting. In order to give everyone an opportunity to speak and to get through today's business, please state your name and address before limiting your comments to 3 minutes. Comments will only be allowed during the "Public Comment" sections of this meeting directly after this statement is read.

President Spinks asked three times for public comments.

Public Hearings – **Additional Appropriation Public Hearing – Resolution 2024-2-20-02 – A Resolution Providing for the Additional Appropriation in the American Recuse Plan Fund for the Year 2024** - President Spinks opened the public hearing regarding Resolution 2024-2-20-02 and read Resolution 2024-2-20-02. Three times President Spinks asked if anyone from the public had questions. President Spinks asked if any Council members had questions. There being no questions from the public nor the Council, President Spinks closed the public hearing.

New Hires for Police – Marshal Noel stated that the Department has two open positions and Shawn Dolan and Sean MacCormick have been selected to fill these positions. On motion of Council Albright, seconded by Councilman Spagnola, and duly carried 5-0, Shawn Dolan and Sean MacCormick were hired and sworn in by President Spinks. The first date of employment will be February 21, 2024.

Utility Adjustments – None

Approval of Minutes

On motion of Councilman Spagnola, seconded by Councilwoman Grdinich, and duly carried 5-0, the January 23, 2024, Council/HURC Minutes and the two sets of Workshop Minutes dated February 13, 2024, were approved as presented.

Docket

President Spinks read the docket totals for February 20, 2024: Total \$1,439,319.34, Transfers \$462,469.52, and Net \$976,849.82. On motion of Councilman Spagnola, seconded by Councilwoman Grdinich, and duly carried 5-0, the docket was approved as presented.

Ordinances and Resolutions

Unanimous Consent Vote – On motion of Councilman Albright, seconded by Councilman Spagnola, and duly carried 5-0, the Council approved consideration of **Ordinance 2023-12-19 (Amended 1/23/2024) Salary Ordinance, Ordinance 2024-2-20 An Ordinance Providing Payment in Lieu of Taxes by Hebron Wastewater Utility to the Hebron General Fund; Ordinance 2023-2-20-1 In Lieu of Taxes for Water, and Ordinance 2024-2-20-2 An Ordinance Amending Municipal Code Chapter 2- Administration, Article VIII – Personnel Policy Administration, Division III, Section 2-457, the policy for Reimbursement of Meals and Travel Expenses for Employees and Officials of the Town of Hebron, Porter County, Indiana** at this meeting.

Ordinance 2023-12-19 (Amended 1/23/2024) Salary Ordinance - On motion of Councilman Albright, to strike Section 2 of Ordinance 2023-12-19 (**Amended 1/23/2024**) and seconded by Councilman Wallace, and duly carried 5-0 Ordinance 2023-12-19 (**Amended 1/23/24**) was passed and adopted.

Ordinance 2024-02-20 An Ordinance Providing Payment in Lieu of Taxes by Hebron Wastewater Utility to the Hebron General Fund - On motion of Councilman Albright, seconded by Councilman Wallace, and duly passed 5-0, Ordinance 2024-02-20 was passed and adopted. A copy of said Ordinance is attached to these minutes.

Ordinance 2024-02-20-1 An Ordinance Providing Payment in Lieu of Taxes by Hebron Water Utility to the Hebron General Fund – On motion of Councilman Albright, seconded by Councilwoman Grdinich, and duly carried 5-0, Ordinance 2024-02-20-1 was passed and adopted. A copy of said Ordinance is attached to these minutes.

Ordinance 2024-02-20-2 An Ordinance Amending Municipal Code Chapter 2- Administration, Article VIII – Personnel Policy Administration, Division III, Section 2-457, the Policy for Reimbursement of Meals and Travel Expenses for Employees and Officials of the Town of Hebron, Porter County, Indiana - On motion of Councilman Spagnola, seconded by Councilwoman Grdinich, and duly carried 5-0, Ordinance 2024-02-20-2 was passed and adopted. A copy of said Ordinance is attached to these minutes.

Resolution 2024-02-20 – Establishing Fund #6107 for the Water Tower Maintenance Fund - On motion of Councilman Wallace, seconded by Councilman Albright, and duly carried 5-0, Resolution 2024-02-20 was passed and adopted. A copy of Resolution 2024-02-20 is attached to these minutes.

Resolution 2024-02-20-1 – Amounts of Monthly Transfers into the Listed Funds – On motion of Councilman Spagnola, seconded by Councilwoman Grdinich, and duly carried 5-0, Resolution 2024-02-20-1 was passed and adopted. A copy of Resolution 2024-02-20-1 is attached to these minutes.

Resolution 2024-2-20-2 - A Resolution Providing for the Additional Appropriation in the American Recuse Plan Fund for the Year 2024 – On motion of Councilman Albright, seconded by Councilwoman Grdinich, and duly carried 5-0, Resolution 2024-02-20-2 was passed and adopted. A copy of Resolution 2024-02-20-2 is attached to these minutes.

Resolution 2024-02-20-3 – A Resolution Providing for the Transfer of Appropriations for the Town of Hebron, Porter County, Indiana for 2024 For the Action and Passage by the Hebron Town Council Pursuant to IC 6-1.1-18-6 - On motion of Councilman Albright, seconded by Councilman Spagnola, and duly carried 5-0, Resolution 2024-02-20-3 was passed and adopted. A copy of Resolution 2024-02-20-3 is attached to these minutes.

Old Business – None

New Business

Partnership Agreement with the Army Corp/writing check to Army Corp for our share – Mary Jane Thomas of Thomas & Associates announced that with the help from Congressman Mrvan, the Army Corp of Engineers is going to provide \$1.4 million for the Snake Flats water project. She asked for Council approval to sign the agreement to accept this grant and to agree to the match of \$458,333.00 which brings the total project \$1.8 million. Attorney Galvan stated he reviewed the agreement and approves it. On motion of Councilman Wallace, seconded by Councilman Albright, and 5-0, the Council approved the signing of the Partnership Agreement with the Army Corp of Engineers and authorized the Clerk-Treasurer to write the check for the match of \$458,333.00 to be paid on the General's demand.

Wessler Contract for On Call Drinking and Wastewater Engineering Services – Randy Decker stated that this contract would allow Wessler to bill the Town for projects not covered by a contract. Discussion ensued. On motion of Councilman Wallace, seconded by Councilman Spagnola, and duly carried 5-0, the Council tabled the Wessler Contract for On Call Drinking and Wastewater Engineering Services. This issue will be added to the agenda for the next workshop.

Wessler Contract for Proposal for Professional Services for Elevated Water Tower – On motion of Councilman Wallace, seconded by Councilman Spagnola, and duly carried 5-0, the Proposal for Professional Services for Elevated Water Tower was approved as presented.

Wessler Contract for On Call Drinking and Wastewater Engineering Services – Randy Decker stated that this contract would allow Wessler to bill the Town for projects not covered by a contract. The contract is not to exceed \$5,000 for water, not to exceed \$5000 for sewer, and the contract will expire at the end of the year. On motion of Councilman Wallace, seconded by Councilman Spagnola, and duly carried 5-0, the Council tabled the Wessler Contract for On Call Drinking and Wastewater Engineering Services was approved as presented.

OCRA WW Collection Grant Extension – Mary Jane Thomas stated the construction is not yet completed and additional time needs to be added, March 31, 2024, to June 30, 2024. On motion of Councilman Albright, seconded by Councilman Spagnola, and duly 5-0, the Council authorized the Council President to sign the OCRA WW Collection Grant Extension.

New Hire – Public Works - Hiring of Public Works Employees – Randy Decker asked for approval for the following new hires and a promotion: Stephanie Yankauskas – Part-Time Lab Tech for Wastewater Plant; Bill Jenkins – Assistance Street Superintendent; and Nick Overton – promotion to Street Superintendent. On motion of Councilman Wallace, seconded by Councilman Spagnola, and duly carried 5-0, the Council approved this request.

Abonmarche Contract for CCMG – On motion of Councilman Wallace, seconded by Councilman Spagnola, and duly carried 5-0, this contract was approved.

Salary increase - Building Commissioner – On motion of Councilman Albright, seconded by Councilman Wallace, and duly carried 5-0, the Building Commissioner’s salary was increased to \$27.50 per hour.

Grant – Indiana Financing Authority – Randy Decker asked for permission to apply for a lead/copper water line type 3 grant for \$100,000.00. There is no match or cost involved. On motion of Councilman Wallace, seconded by Councilman Albright, and duly carried 5-0, permission was given.

DEPARTMENT REPORTS

Public Works – The Public Works report is attached to these minutes and made a part hereof.

HRC – No report. President Spinks reported that the owner of the former Country Kitchen contacted his brother about doing work on the building. Mr. Spinks noted that this would be a conflict of interest for him and asked the Clerk-Treasurer to put a Conflict-of-Interest form in his mailbox.

Police Department – The Police Department report is attached to these minutes and made a part hereof.

Parks Department – No report. Clerk-Treasurer Uzelac said that her office is stuffing the eggs.

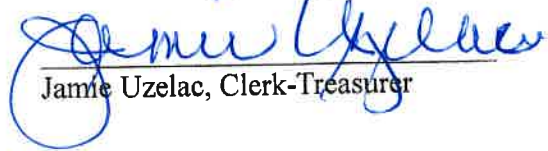
Building Department – Received more building applications from Park Ridge. There was a discussion regarding the debris on the road. Thirty-one permits have been issued.

Attorney Report – No report.

Announcements – President Spinks reported that Park Ridge has scheduled groundbreaking on March 1, 2024, at 1:00 p.m.

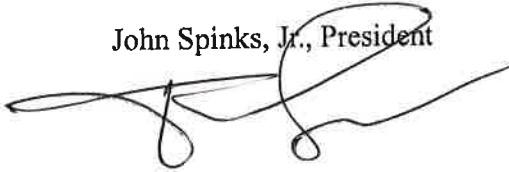
There being nothing more before the Council, on motion of Councilman Wallace, seconded by Councilman Albright, and duly carried 5-0, the meeting was adjourned.

Respectfully submitted,


Jamie Uzelac, Clerk-Treasurer

Approved:

John Spinks, Jr., President



Ordinance 2024-02-20

An Ordinance providing payment In Lieu of taxes by Hebron Wastewater Utility
To the Hebron General Fund

For action and passage by the Hebron Utility Regulatory Commission
And the Hebron Town Council

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HEBRON, PORTER COUNTY,
INDIANA THAT:

WHEREAS, the Town of Hebron is permitted Indiana Code to charge the Hebron Wastewater Utility rates and charges which would be due to the Town of Hebron on the utility property of the Hebron Wastewater Utility if the same were privately owned, said rates and charges being commonly referred to as payment in lieu of taxes; and

Whereas, the payment in lieu of taxes may be transferred to the General Fund of the Town of Hebron, Porter County, Indiana.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HEBRON, PORTER COUNTY, INDIANA, that the payment in lieu of taxes to be paid by the Hebron Wastewater Utility to the Hebron General Fund for the calendar years 2024 through 2027 shall be as follows:

1. Calendar Year 2024- \$14,000.00
2. Calendar Year 2025- \$14,000.00
3. Calendar Year 2026- \$14,000.00
4. Calendar year 2027- \$14,000.00

THE TOWN OF HEBRON, PORTER COUNTY, INDIANA that said payment in lieu of taxes shall be deposited to the credit of the Hebron General Fund.

Adopted the 20th of February, 2024.

John Spinks Jr. President

Shane Spagnola, Councilman

Justin Albright, Vice President

Mike Wallace, Councilman

Tammy Grdinich, Councilwoman

ATTEST:

Jamie Uzelac, Clerk Treasurer

ORDINANCE WORKSHEET

1. Old Ordinance/Resolution Number 2020-03-17-01
2. New Ordinance/Resolution Number 2024-02-20
3. Which Board /Commission/Committee did the original originate from? *Council*
4. Description of Change: Needed to update the dates on the ordinance from *2020*
5. Does it need a Public Hearing: *NO*
 - A. Which Board/Commission/Committee: Council
 - Date of Hearing N/A
6. Require 2 hearings? *N/A*
7. Will the Ordinance be voted on at the same meeting if unanimous consent vote of the council is taken after the reading? *It can be*
8. Does the ordinance require a reading at 2 separate meetings? No
 - a. Date of first reading _____
 - b. Date of 2nd reading _____
9. Date of Action on the ordinance/resolution 02/20/2024

NOTES

Budget required a public hearing and 2 readings. This may not be voted on by unanimous consent after the first reading and passed. Normally happens in August and September. Budget is passed in September.

Ordinances that require a fee do not take effect until 30 days after they are published after the meeting in which they are passed.

Ordinance 2024-02-20 -1

An Ordinance providing payment In Lieu of taxes by Hebron Water Utility
To the Hebron Geneal Fund

For action and passage by the Hebron Utility Regulatory Commission
And the Hebron Town Council

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HEBRON, PORTER COUNTY,
INDIANA THAT:

WHEREAS, the Town of Hebron is permitted Indiana Code to charge the Hebron Water Utility rates and charges which would be due to the Town of Hebron on the utility property of the Hebron Water Utility if the same were privately owned, said rates and charges being commonly referred to as payment in lieu of taxes; and

Whereas, the payment in lieu of taxes may be transferred to the General Fund of the Town of Hebron, Porter County, Indiana.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HEBRON, PORTER COUNTY, INDIANA, that the payment in lieu of taxes to be paid by the Hebron Water Utility to the Hebron General Fund for the calendar years 2024 through 2027 shall be as follows:

1. Calendar Year 2024- \$16,000.00
2. Calendar Year 2025- \$16,000.00
3. Calendar Year 2026- \$16,000.00
4. Calendar year 2027- \$16,000.00

THE TOWN OF HEBRON, PORTER COUNTY, INDIANA that said payment in lieu of taxes shall be deposited to the credit of the Hebron General Fund.

Adopted the 20th of February, 2024.

John Spinks Jr. President

Shane Spagnola, Councilman

Justin Albright, Vice President

Mike Wallace, Councilman

Tammy Grdinich, Councilwoman

ATTEST:

Jamie Uzelac, Clerk Treasurer

ORDINANCE WORKSHEET

- 1, Old Ordinance/Resolution Number 2020-03-17-02
2. New Ordinance/Resolution Number 2024-02-20-1
3. Which Board /Commission/Committee did the original originate from? *Council*
4. Description of Change: Needed to update the dates on the ordinance from *2020*
5. Does it need a Public Hearing: *NO*
 - A. Which Board/Commission/Committee: Council
 - Date of Hearing N/A
6. Require 2 hearings? *N/A*
7. Will the Ordinance be voted on at the same meeting if unanimous consent vote of the council is taken after the reading? *It can be*
8. Does the ordinance require a reading at 2 separate meetings? No
 - a. Date of first reading _____
 - b. Date of 2nd reading _____
9. Date of Action on the ordinance/resolution 02/20/2024

NOTES

Budget required a public hearing and 2 readings. This may not be voted on by unanimous consent after the first reading and passed. Normally happens in August and September. Budget is passed in September.

Ordinances that require a fee do not take effect until 30 days after they are published after the meeting in which they are passed.

ORDINANCE No. 2024-2-20-~~2~~

An Ordinance amending municipal code Chapter 2-Administration, Article VIII-PERSONNEL POLICY AND ADMINISTRATION, DIVISION III, SECTION 2-457, the policy for reimbursement of meals and travel expenses for the employees and officials of the Town of Hebron, Porter County, Indiana.

WHEREAS, the Town Council heretofore enacted the Hebron Municipal Code which contains Chapter 2-Administration, Article VIII-PERSONNEL POLICY AND ADMINISTRATION, DIVISION III, SECTION 2-457, which defines the travel reimbursement for town employees;

WHEREAS, the Hebron Town Council desires that Chapter 2-Administration, Article VIII-PERSONNEL POLICY AND ADMINISTRATION, DIVISION III, SECTION 2-457 be amended to include that town employees are to reimbursed travel;

NOW, THEREFORE, BE IT ORDAINED by the Hebron Town Council that the current Chapter 2-Administration, Article VIII-PERSONNEL POLICY AND ADMINISTRATION, DIVISION III, SECTION 2-457 be revised to read as follows:

Section 1. Chapter 2-Administration, Article VIII-PERSONNEL POLICY AND ADMINISTRATION, DIVISION III, SECTION 2-457 of the Municipal Code for the Town of Hebron is hereby amended by the addition of the language which is underlined and the deletion of the language which is stricken through, as follows:

(a)The town council must approve all employees' out-of-town function requests prior to the employees attending said function.

(b)~~Employees shall be reimbursed \$24.00 per day for meal expenses while attending out-of-town functions.~~

(c)~~Employees using their own vehicles shall be reimbursed for mileage at the current Internal Revenue mileage rate.~~ Said employees shall report their beginning mileage and ending mileage.

(d)Employees using town vehicles shall be reimbursed for the cost of fuel upon presentation of a fuel invoice.

(e)Employees' **housing** allowance will be at the rate not to exceed the group rate in effect at the hotel/motel where the event is taking place upon presentation of a paid statement.

And shall now read as follows:

(a)The town council must approve all employees' out-of-town function requests prior to the employees attending said function.

(b) All town officials and employees shall be reimbursed for meals purchased during an event if the training classes, seminar or conference do not provide them. Meals for Town employees, may be reimbursed according to the current amount allowed that has been adopted by the Indiana Department of Administration. Reasonable gratuity is allowed and will be reimbursed with documentation provided. Alcohol purchases will not be reimbursed.

(c) All town officials and employees shall be reimbursed for mileage actually traveled on municipal business in transportation furnished by the official or the employee outside of the town corporate limits at the current amount allowed by the Indiana Department of Administration on submission of proper forms completed setting forth information and miles traveled for payment from the appropriate fund. Parking fees and tolls will be reimbursed during qualified travel times with receipts submitted. For all of such expenses and reimbursement, proper documentation must be presented, including receipts, and a monthly report will be prepared by the Clerk/Treasurer and made available to all Town Council members itemizing such reimbursements and expenses. Said employees shall report their beginning mileage and ending mileage.

(d) Employees or town officials using town vehicles shall be reimbursed for the cost of fuel at the current amount allowed by the Indiana Department of Administration upon presentation of a fuel invoice.

(e) Employees' or town officials' lodging allowance will be at the rate not to exceed the group rate in effect at the lodging where the event is taking place upon presentation of a paid statement. Each attendee may have their own accommodation.

BE IT FINALLY ORDAINED by the Hebron Town Council that this Ordinance No. 2024-1-23-1- shall be in full force and effect from and after the date of adoption, and all ordinances or parts of ordinances in conflict herewith are hereby repealed and or amended.

Adopted this ____ day of _____ 20 ____.

TOWN COUNCIL OF HEBRON,
INDIANA

John Spinks, Jr., President

Justin Albright, Councilman

Tammy Grdinich, Councilwoman

Shane Spagnola, Councilman

Mike Wallace, Councilman

ATTEST:

Jamie Uzelac, Clerk-Treasurer

RESOLUTION 2024-02-20

Establishing fund #6107 for the Water Tower Maintenance fund

WHEREAS, the Town of Hebron recognizes that it is required by the State Board of Account to establish accounts for any funds received, and;

WHEREAS, when said funds are received and receipted in, it is necessary for the Town Clerk Treasurer to have a fund in place for said monies, and;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Hebron, Porter County, Indiana, that the Hebron Clerk Treasurer be and hereby is directed to establish the following funds;

#6107 Water Tower Maintenance Fund

Adopted and approved by the Town Council of the Town of Hebron, Porter County, Indiana this 20th day of February, 2024.

John Spinks, Jr. President

Shane Spagnola, Councilman

Justin Albright, Vice President

Mike Wallace, Councilman

Tammy Grdinich, Councilwoman

ATTEST:

Jamie Uzelac, Clerk Treasurer

ORDINANCE WORKSHEET

1. Old Ordinance/Resolution Number: *N/A*
2. New Ordinance/Resolution Number: *2024-02-20*
3. Which Board /Commission/Committee did the original originate from?
4. Description of Change: *No change-Establishing a new fund for the water dept.*
5. Does it need a Public Hearing: *NO*
 - A. Which Board/Commission/Committee:
Date of Hearing:
6. Require 2 hearings? *NO*
7. Will the Ordinance be voted on at the same meeting if unanimous consent vote of the council is taken after the reading? *Yes*
8. Does the ordinance require a reading at 2 separate meetings?*No*
 - a. Date of first reading _____
 - b. Date of 2nd reading _____
9. Date of Action on the ordinance/resolution: *February 20, 2024*

NOTES

Budget required a public hearing and 2 readings. This may not be voted on by unanimous consent after the first reading and passed. Normally happens in August and September. Budget is passed in September.

Ordinances that require a fee do not take effect until 30 days after they are published after the meeting in which they are passed.

RESOLUTION 2024-02-20 ↩

TOWN OF HEBRON, PORTER COUNTY, INDIANA

Whereas, the Town of Hebron had passed Resolution 2024-1-1 to transfer money from the Water Operating fund to the Water Improvement fund and the Army Corp Snake Flats Project Fund.

Whereas, the Town of Hebron needs to change the amount of money transferred each month.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Hebron that the Clerk Treasurer of the Town of Hebron will be directed to deposit \$16,800 into the Water Improvement Fund and \$12,038.67 will be deposited into the 2023 Water Works Sinking Bond & Interest/ Debt Reserve Funds and \$3,961.33 into the Water Tower Maintenance fund.

BE IT FINALLY ORDAINED, by the Town of Hebron Town Council that this Resolution 2024-02-20 shall be in full force from and after ~~January 1, 2024.~~

Feb 20, 2024

Adopted this 20th day of February, 2024.

John Spinks, Jr. Councilman

Shane Spagnola, Councilman

Justin Albright, Councilman

Mike Wallace, Councilman

Tammy Grdinich, Councilwoman

ATTEST:

Jamie Uzelac, Clerk Treasurer

ORDINANCE WORKSHEET

1. Old Ordinance/Resolution Number: 2024-1-1
2. New Ordinance/Resolution Number: 2024-02-20-1
3. Which Board /Commission/Committee did the original originate from?
4. Description of Change: *Changing the amount of monthly transfer of funds into the listed funds.*
5. Does it need a Public Hearing: *No*
 - A. Which Board/Commission/Committee:
Date of Hearing:
6. Require 2 hearings?
7. Will the Ordinance be voted on at the same meeting if unanimous consent vote of the council is taken after the reading? That is up to Brett
8. Does the ordinance require a reading at 2 separate meetings?
 - a. Date of first reading _____
 - b. Date of 2nd reading _____
9. Date of Action on the ordinance/resolution: *February 20, 2024*

NOTES

Budget required a public hearing and 2 readings. This may not be voted on by unanimous consent after the first reading and passed. Normally happens in August and September. Budget is passed in September.

Ordinances that require a fee do not take effect until 30 days after they are published after the meeting in which they are passed.

RESOLUTION 2024-02-20-2

A RESOLUTION PROVIDING FOR THE ADDITIONAL APPROPRIATION IN THE AMERICAN RESCUE PLAN FUND FOR THE YEAR 2024.

WHEREAS, it has been determined that it is now necessary to appropriate more money than was originally appropriated in the annual budget; now therefore:

Section 1. Be it ordained by the Hebron Town Council of the Hebron Civil Town, Porter County, Indiana, that for the expenses of the taxing unit, the following additional sum of monies are hereby appropriated out of the funds named and for the purposes specified, subject to laws governing the same:

	AMOUNT REQUESTED	AMOUNT APPROVED BY FISCAL BODY
Fund Name: American Rescue Plan Fund #2503		
Major Budget Classification: #25030001441 Misc. Improvements		\$822,965.50

Section 2. Passed and Adopted by the Hebron Town Council of the Town of Hebron, Porter County, Indiana on the 20th day of February 2024.

John Spinks, Jr President

Shane Spagnola, Councilman

Justin Albright, Vice President

Mike Wallace, Councilman

Tammy Grdinich, Councilwoman

ATTEST:

Jamie Uzelac, Clerk Treasurer

ORDINANCE WORKSHEET

1. Old Ordinance/Resolution Number: *N/A*
2. New Ordinance/Resolution Number: *2024-02-20-2*
3. Which Board /Commission/Committee did the original originate from?
4. Description of Change: *Adding money to the budget from the American Rescue Plan Fund.*
5. Does it need a Public Hearing: *Yes*
 - A. Which Board/Commission/Committee:
Date of Hearing: *February 20, 2024*
6. Require 2 hearings? *NO*
7. Will the Ordinance be voted on at the same meeting if unanimous consent vote of the council is taken after the reading? That is up to Brett
8. Does the ordinance require a reading at 2 separate meetings? *No*
 - a. Date of first reading _____
 - b. Date of 2nd reading _____
9. Date of Action on the ordinance/resolution: *February 20, 2024*

NOTES

Budget required a public hearing and 2 readings. This may not be voted on by unanimous consent after the first reading and passed. Normally happens in August and September. Budget is passed in September.

Ordinances that require a fee do not take effect until 30 days after they are published after the meeting in which they are passed.

RESOLUTION 2024-02-20-3

A RESOLUTION PROVIDING FOR THE TRANSFER OF APPROPRIATIONS FOR THE
TOWN OF HEBRON, PORTER COUNTY, INDIANA
FOR THE 2024
FOR THE ACTION AND PASSAGE BY THE
HEBRON TOWN COUNCIL PURSUANT TO IC 6-1.1-18-6

Whereas certain extraordinary conditions have developed since the adoption of the existing annual budget for the year 2023, it is now necessary to transfer appropriations into different line items than were appropriated in the annual budget for the various functions of the department to meet the emergencies.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HEBRON, PORTER COUNTY, INDIANA, that for the expenses of the General Fund, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified subject to the laws governing the same, such sums here in transferred unless otherwise stipulated by law.

Where it had been shown that existing appropriations have unobligated balances which will be available for transferring as follows:

General Fund

From: 4224	Gen/fire Gas&Oil	\$ 8,383.690
4325	Gen/fire tele	\$ 2,608.48
4341	Gen/fire ins	\$16,850.00
4351	Gen/fire elect&gas	\$11,133.74
4352	Gen/fire water&sewer	\$ 1,292.06
4361	Gen/fire veh rep&serv	\$10,000.00
4397	Gen/fire Cloth&Veh Allowance	\$12,000.00
4398	Gen/fire physicals	\$ 4,000.00
4451	Gen/fire Equipment	\$ 3,550.00
4491	Gen/fire repairs	\$ 6,000.00
To: 4393	Gen/fire Contract	\$75,817.97
From: 2363	Gen/Town Comp Maintenance	\$ 500.00
To: 2324	Gen/Town travel	\$ 500.00

SECTION 2. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HEBRON, PORTER COUNTY, INDIANA, that for the expenses of the Lit (Cedit) Fund, the following appropriations are hereby transferred and set apart out of the funds hereinafter named for the purposes specified subject to the laws governing the same, such sums here in transferred unless otherwise stipulated by law.

Where it had been shown that existing appropriations have unobligated balances which will be available for transferring as follows:

Town of Hebron
Ordinance Worksheet

1. Old Ordinance Number: Res
2. New Ordinance Number: 2021-02-20-3
3. From which board/commission/committee did the ordinance originate?: Clerk
3. Description of What Changed:
Monthly Transfer of All funds
4. Does this ordinance need a public hearing? N/D
- A. Which board/commission/committee held the public hearing? N/A
- B. Date of Public Hearing N/A
5. Does the ordinance require two readings? N/A
6. Can the ordinance be voted on at the same meeting if unanimous consent vote of the council is taken after first reading? N/A
7. Does the ordinance require a reading at two separate meetings? N/A
- A. Date of First Reading: N/A
- B. Date of Second Reading: N/A
8. Date of action on the ordinance: _____

Notes

1. Budget requires a public hearing and two readings. This may not be voted on my unanimous consent after the first reading and passed. Normally happens in August and September. Budget is passed in September.
2. Ordinances that require a fee do not take effect until 30 days after they are published after the meeting in which they are passed.



**Town of Hebron
Report of Operations
Prepared By: Randy Decker
January 2024**

WATER PLANT

- We believe we have the communication failure issues resolved for the south tower. We have switched to AT&T radios and sim cards.
- The DNR water withdrawal for 2023 has been reported.
- Tier II has been submitted for 2024.
- Bob and I are working with Wessler to complete an Asset Management Plan. This will allow the Town to apply for SRF funding for the tower projects.

WATER DISTRIBUTION

- Hydrants #150, #65 and #114 are out-of-service. These are Traverse City hydrants which are obsolete. As of now, the plan for funding to replace them will be to wait for grants.
- We have a meeting with Abonmarche on February 14, 2024, to discuss the round 2 funding of the Lead and Copper Grant.
- Attached is the agreement between the Army Corps of Engineers (USACE) and the Town of Hebron. This is the last step we need to complete before we can go to bid in March.
- We have had main breaks at the following locations: West Wilson, Madison and West Mc Alpin, and Quincy and East Bates.
- All backflow device inspections are current at this time.

WASTEWATER

- The OCRA collection system project has been completed. During the final walkthrough it was discovered that many of the manholes were not done correctly. Wessler will provide an inspection report and a plan for correction.
- We have a quote from Flyght to replace the South Lift Station pumps, and we are working with Gasvoda to get a second quote.
- There has been an issue with sewage backing up at 5 Ventnor. We had Metz Sewer run the camera up the lateral and found no structural damage. We had Culy grind the channel down and smooth it out and we will see if this helps.
- Manhole inspections of all the dead ends will continue as time allows.
- Chester, the part-time lab employee, quit after just one day. I recommend hiring Stephanie Yankowski.
- We are compiling a list of potential customers that might have grease traps. Once we have the list completed, we will send out a survey. This is to make sure we are compliant with the Town's FOG Program (Food, Oils and Grease).

Yankowski

Town of Hebron - Operational Summary

Wastewater Treatment Plant - Influent

2023	Total Gallons	Flow			BOD		TSS		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	mg/l	#'s	mg/l	#'s	mg/l	#'s
January	9,991,300	760,000	240,000	323,300	219	551.34	249	650.57	30.4	
February	14,361,200	1,990,000	250,000	512,900	240	1172.7	226	916.46	18.1	
March	18,860,090	1,200,000	370,000	608,390	224	930.68	165	708.3	10.81	
April	12,900,000	1,420,000	240,000	430,000	252	829.44	301	916.71	31.13	
May	7,580,120	360,000	200,000	244,520	242	486.02	296	594.66	32.60	
June	6,321,000	320,000	190,000	210,700	382	660.9	462	798.5	30.83	
July	8,261,500	750,000	200,000	266,500	327	683.86	291	594.31	37	
August	8,750,060	970,000	200,000	282,260	257	514.01	323	633.1	29.29	
September	6,350,100	300,000	180,000	211,670	367	666.51	496	890.23	38.33	
October	11,439,000	970,000	200,000	369,000	313	712.1	402	866.86	32.21	
November	7,530,000	330,000	210,000	251,000	309	642.26	220	455.32	59.31	
December	12,489,900	810,000	240,000	402,9000	266	833.88	316	1053.2	26.8	

Wastewater Treatment Plant - Effluent

2023	Total Gallons	Flow			BOD		TSS		Ammonia	
		Max. Daily	Min. Daily	Monthly Avg.	Monthly Avg.	% Removed	Monthly Avg.	% Removed	Monthly Avg.	% Removed
January	9,170,000	720,000	220,000	295,800	8.3	96.2	12.4	95	.207	99.3
February	13,060,000	1,740,000	230,000	466,400	8.3	96.5	14.1	93.8	.208	98.9
March	18,390,000	1,130,000	350,000	593,230	7.5	96.6	8.1	95.1	.215	98
April	13,270,000	1,370,000	220,000	442,233	3.9	98.4	11.8	96.1	.2	99.4
May	7,170,000	340,000	180,000	231,290	4.8	98.0	9.1	97.1	.2	99.4
June	5,990,000	290,000	160,000	199,700	5.1	98.7	9.8	97.9	.2	99.4
July	8,000,000	720,000	190,000	258,100	4.9	98.5	8.6	97	.2	99.5
August	8,190,000	770,000	196,000	264,190	6.7	97.4	11.4	96.5	.2	99.3
September	5,950,000	290,000	160,000	198,300	6	98.4	7.6	98.5	.2	99.5
October	11,170,000	920,000	257,000	360,300	6.3	98	11.3	97.2	.25	99.2
November	6,960,000	320,000	200,000	232,000	5.3	98.3	8.4	96.2	.315	99.5
December	11,850,000	770,000	220,000	382,300	5.8	97.8	10.4	96.7	.2	99.3

Water Treatment Plant

Month Ending	Total Monthly Flow	Maximum Daily Flow	Minimum Daily Flow	Average Daily Flow	Chlorine Usage (pounds.)
01/31/2024	6,144,990	312,760	158,440	204,833	80.4
02/29/2024					
03/31/2024					
04/30/2024					
05/31/2024					
06/30/2024					
07/31/2024					
08/31/2024					
09/30/2024					
10/31/2024					
11/30/2024					
12/31/2024					



Professional Services Agreement

Abonmarche Project Number: 23-2026a

AGREEMENT between (Client name), Town of Hebron (Date) 2/5/2024

(Client address) PO Box 478, Hebron, IN 46341 (Phone) 219-252-7738

(Cell) 219-252-7738 (Fax) _____ (Email) rdecker@mco-us.com hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 17 N Washington Street, Valparaiso, IN 46383

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) 2024 CCMG Grant Applications, Plans and CA Incorporation (Location) Town of Hebron, Indiana

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) Add task 520 - Plans and Specifications for the additional design of the CCMG into the Church and Sigler Plans.

Add task 700 - Construction Administration to oversee the construction

(Project schedule) Out to bid once CCMG award is announced (anticipated April/May 2024)

(Special Provisions) _____

Abonmarche's proposal/work plan, dated N/A is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) Add to existing contract - Task 520 - \$10,500, Task 700 - \$40,000

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated Randy Decker as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings. These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: <u>Daryl Knip</u> <small>Digitally signed by Daryl Knip DN: cn=Daryl Knip, o=Abonmarche, c=US</small>
Signature: _____	Printed Name: _____	Printed Name: <u>Daryl Knip, PE</u>
Printed Name: _____	Date of Birth: _____	Title: <u>CEO</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc. 17 N Washington Street Valparaiso, IN 46383</u>
Federal Tax ID: _____	Employed by: _____	Date Signed: <u>2/5/2024</u>
	Address: _____	
	City/State: _____	
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$ 0.00 (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Revised 1-16-2020

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation look place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.

13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any 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. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

does not pay for those services except when the Client is a governmental agency and lien rights do not apply.

DK ~~25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.~~

26. **Liability Limitation.** In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.

27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. 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.

28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.

29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.

30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.

32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.

34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.

35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TOWN OF HEBRON, INDIANA
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
WATER MAIN IMPROVEMENT PROJECT

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Chicago District (hereinafter the "District Commander") and the Town of Hebron, Indiana (hereinafter the "Non-Federal Sponsor"), represented by its Council President.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for Water Main Improvement at Hebron, Indiana was authorized by Section 219(f)(12) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the District Commander for Chicago District. The initial increment of work consists of water main improvements, as generally described in the Letter Report for Town of Hebron, Water Main Improvement Project, Town of Hebron, Porter County, Indiana, dated December 18, 2023 and approved by the District Commander for Chicago District on December 18, 2023. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term “HTRW” means hazardous, toxic, and radioactive wastes, which includes any material listed as a “hazardous substance” (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter “CERCLA”) (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government’s costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

D. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term “in-kind contributions” means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Great Lakes and Ohio River Division (hereinafter the “Division Commander”). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later

than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program

funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership and, in accordance with Article IV.A., that the real property interests are investigated and that HTRW does not exist in, on, or under the real property interests.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment or work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of cleanup and response of the HTRW, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as

specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, up to a maximum of \$25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Indiana would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests,

relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$1,858,333, with the amount of Federal funds available for such work limited to \$1,400,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be \$458,333, which includes creditable real property interests projected to be \$0, creditable relocations projected to be \$0, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its minimum 25 percent cost share projected to be \$458,333. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final

accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

F. If the Government agrees to include betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Council President
Town of Hebron, Indiana
P.O. Box 478
107 North Main Street
Hebron, IN 46341

If to the Government:
District Commander
U.S. Army Corps of Engineers, Chicago District
231 South LaSalle Street, Suite 1500
Chicago, IL 60604

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

TOWN OF HEBRON, INDIANA

BY: _____
Kenneth P. Rockwell
Colonel, U.S. Army
District Commander

BY: _____
John Spinks, Jr.
Council President

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, Brett R. Galvan, do hereby certify that I am the principal legal officer of the Town of Hebron, Indiana, that the Town of Hebron, Indiana is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Hebron, Indiana in connection with the Snake Flats Water Main System Improvement Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Town of Hebron, Indiana have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20__.

Brett R. Galvan
Town of Hebron Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

John Spinks, Jr.
Council President

DATE: _____

2/8/2024



Work Order Report Summary
 Document 221205rev 1.0 2/24
 Hebron Public Works Department

Year: 2024

**Work Orders
 Monthly Summary**

Month	Work Orders	Employee Cost	Equipment Cost	Material Cost	Inventory Cost	Total
January	120	\$5,812.50	\$2,213.92	\$983.00	\$1,305.87	\$10,315.29
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Total	120	\$5,812.50	\$2,213.92	\$983.00	\$1,305.87	\$10,315.29

**Department
 Yearly Summary**

Department	Work Orders	Employee Cost	Equipment Cost	Material Cost	Inventory Cost	Total
Parks						
Public Works	48	\$1,287.50	\$327.60			\$1,615.10
Sewer	1					
Storm Water						
Street	19	\$3,350.00	\$1,615.92	\$983.00		\$5,948.92
Water	52	\$1,175.00	\$270.40		\$1,305.87	\$2,751.27

2/8/2024

**Work Orders Types
Yearly Summary**

Work Type	Work Orders	Employee Cost	Equipment Cost	Material Cost	Inventory Cost	Total
Limb Pick-up						
Leaf Pick-up						
Snow Removal	9	\$3,135.00	\$1,535.82	\$960.00		\$5,630.82
Pot Hole Repair	1	\$50.00	\$48.90	\$23.00		\$121.90
Meter Installation	3	\$100.00	\$10.40		\$1,305.87	\$1,416.27
Data Log	7	\$150.00	\$36.40			\$186.40
Water Main Break						
Water Complaint	2	\$100.00	\$20.80		\$1,305.87	\$1,426.67
Sewer Complaint						
Drainage Complaint						
Utility Locates	44	\$1,187.50	\$296.40			\$1,483.90
Tap Inspections	2	\$75.00	\$20.80			\$95.80

Mowing

Department	Work Orders	Employee Cost	Equipment Cost	Material Cost	Inventory Cost	Total
Parks						
Storm Water						
Street						
Water						
Wastewater						

Bulk Water Use

Work Type	Work Orders	Employee Cost	Equipment Cost	Water Used Gallons	Total
Water Leak	1	\$12.50	\$5.20		\$17.70
Pool Fill					
Bulk Water Sale					
Hydrant Flushing					

Total Gallons

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STORM WATER

OLD BUSINESS

- Snake Flats Drainage is still being designed by Abonmarche with the goal of Phase I being applied for in the second half of the 2024 CCMG.
- Bob and I are working with Chip and Sarah to update the Town's Drainage Standards.

NEW BUSINESS

- The Sigler/Church Street project was submitted as part of the 2024 CCMG.
- Frank and I met with the homeowner at 308 W. Jackson on January 25, 2024. There was clear water coming up in the floor drains of their basement. The homeowner stated that the plumber was able to jet out 50 ft. from the basement, but was unable to tell us what direction. We asked if a meeting could be set up with the plumber and Frank and I would come back to ask further questions at that time. We have not heard from the homeowner.

STREETS

- Mike Lence fist accepted the Street Superintendent position but has since said he will be unable to take it.
- Nick Overton accepted the Assistant Street Superintendent position and started February 5, 2024.
- The Vac-truck has been repaired and now is back in service.
- Potholes are being filled as weather allows.
- The 2024 CCMG application has been submitted and the agreement is attached.
- The Work Order Monthly Report is attached.

SUBDIVISION

- We have received a check from the developer of Park Ridge for the temporary fix of the Monroe Lift Station.
- The lift station start-up is complete. We are just waiting for the O&M manuals.
- We have completed 24 tap inspections for Park Ridge.
- The Culy contract has been signed for the offsite manhole repairs. The Developer gave the Town a check for \$11,484 of the contract and the Town will pay the remaining balance.
- We have turned on another section of the water main in Park Ridge.
- We would like to set up a meeting to discuss the second entrance of Park Ridge before it gets installed.

OTHER PROJECTS

- Project Ribeye - Agreement is complete and we need to update the Sewer Use Ordinance.
- Water Towers - The goal is to be ready to apply for SRF funding in April 2024.

COMPLETED WORK ORDERS

Water/Sewer – 69	Locates – 42
Drainage – 2	Code Enforcement – 0
Streets – 18	Parks – 0

COMP TIME

Dustin Lindsay – 17.75	Kevin Pierce – 20.5
Jami Norris – 36.5	Coit Dolhover – 37.25
Nick Overton- 0	

HEBRON
POLICE



JOSHUA NOEL
CHIEF OF POLICE
SCOTT SEJDA
ASSISTANT CHIEF

611 N. Main Street - Hebron, IN 46341-0038 - Phone (219) 996-2747 - Fax (219) 996-2144

Hebron Police Department
Monthly Report
Town Board Meeting
February 20th, 2023

Police Department Stats
January 1st – January 31st, 2024

Officer	Traffic Stops	Citations	Arrest Misd.	Arrest Felony	Calls of Service
January -2024	73	25	4	2	118
Total – 2024 YTD	73	25	4	2	118
Total -- 2023	1,580	686	112	43	1,412
Total – 2022	1,686	622	102	29	1,765
Total 2021	1,529	609	69	27	1,423

Hebron Police Department Vehicle Report

February 19th, 2023

Vehicle Number	Officer Assigned	Model & Year	VIN: Number	Current Mileage	Mechanical Issues
1	J. Noel	2021 Ford Explorer	1FM5K8AC7MNA06857	28,589	No Issues
2	S. Sejda	2020 Ford F150	1FTEW1P45LKE44373	51,106	No Issues
3	Pool	2016 Ford Explorer	1FM5K8ARGGA04479	119,119	No Issues
6	Pool	2017 Ford Explorer	1FM5K8ARXHGA35946	100,794	No Issues
9	S. Dolan	2023 Ford Explorer	1FM5K8AB5PGA04802	13,548	No Issues
11	C. Hayworth	2022 Ford Explorer	1FM5K8AB4NGA42695	15,836	No Issues
13	A. Wood	2021 Ford Explorer	1FM5K8ABXMGC41250	35,108	No Issues
16	K. Green	2019 Ford Explorer	1FM5K8AR9KGB44034	63,168	No Issues
15	---	2017 Ford Explorer	1FM5K8AR3HGB94095	110,100	No Issues