

# Miami County Commissioners Meeting

## October 6, 2025

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### Meeting Information

Date & Time: 10-06-2025 9:00 am

Location: 25. Broadway Peru IN 46970 GAR Room

Attendees:

Commissioner Fred Musselman

Commissioner Brenda Weaver

Commissioner Mark Horner

Auditor Annette Phillippo

Corey Roser – Planning and Zoning

Kerry Worl & Janice Hughes – Highway Dept

Karen Lemaster - Assessor

Melissa Pier

### Meeting Procedures

- The meeting was called to order with an announcement regarding public comments, which will now be limited to a two-minute maximum per person. Chairman Musselman clarified that public participation is a privilege, not a right, and comments should be constructive and relevant to the business being discussed.

### Assessor Contract Bid

- A bid was opened for the Assessor contract from TAPCo, the company currently holding the contract. The bid amount was \$498,625 for a four-year contract. As this was the only bid received, Commissioner Horner made a motion to take it under advisement for review. Commissioner Weaver seconded the motion. Motion passed 3-0. The matter will be revisited in two weeks.

### Health Department and Mold Complaint

Melissa Pier presented her complaint regarding a mold issue at her rental property located at 3191 South Charleston, citing no clear Health Department response and protocol failures. Ms. Pier stated she is working with Ethan Manning's office to pursue a legislative change.

Commissioner Musselman informed Ms. Pier that the health board meets the following night at 5:30 PM at the health department and encouraged her to attend to present her concerns directly to that board.

## **Plan Commission**

### **Grissom Inn Demolition Contract**

- Corey Roser presented a contract from Denny Excavating for the demolition of the old Grissom Inn to be signed. The contract is for \$145,000.

Commissioner Horner makes a motion to sign the new contract. Commissioner Weaver seconds the motion. Motion passed 3-0.

### **Floodplain Ordinance and Management**

- Corey Roser presented that FEMA and the DNR requested revisions to the county's floodplain ordinance, which was last updated in 2023. The changes primarily involve updating definitions and verbiage. Commissioner Horner makes a motion to adopt the revised ordinance for flood damage prevention. Commissioner Weaver seconds the motion. Motion passed 3-0.
- A five-year audit of the county's floodplain permits conducted with the DNR was successfully completed, with no issues found.
- The county is assisting the town of Amboy in adopting its own floodplain ordinance. The county is working to qualify for a program that could provide a 10% to 40% discount on flood insurance for residents based on the floodplain administrator's certifications and updated regulations.

### **Board of Zoning Appeals (BZA) Appointment**

- Corey Roser brought up the issue that the five-member BZA has struggled to convene a full board for the past six months due to scheduling conflicts. The board decided to appoint alternate members with full voting power. Randy Hileman, a former BZA member, was appointed as an alternate board member. Commissioner Weaver makes a motion to accept the appointment. Commissioner Horner seconds the motion. Motion passed 3-0.

### **Timekeeping Policy for Exempt Employees**

- Corey Roser requested a review of the timekeeping policy for exempt employees, who are not permitted to accrue comp time. He explained that

- it is difficult for employees in small offices to use extra hours worked within the same pay period, leading to lost time.
- Auditor Phillippo noted that exempt employees are currently receiving a higher pay increase to compensate for the lack of overtime pay.

### **Alley Vacation Petitions in Perrysburg**

- VAC #2-25 –  
A petition from Dennis and Jeannie Knauff to vacate the 16.5-foot east-west alley between lots 23 & 26 and 24 & 25, and the 16.5-foot north-south alley between lots 25 & 26.  
Commissioner Weaver makes a motion to vacate the alleys.  
Commissioner Horner seconded the motion. Motion passed 3-0.
- VAC #3-25 –  
A petition from David and Becky Knauff to vacate the 16.5-foot north-south alley between lots 17 & 18 and the north-south alley between lots 23 & 24.  
Commissioner Weaver makes a motion to vacate the alleys.  
Commissioner Horner seconded the motion. Motion passed 3-0.

## **Highway Department**

### **Eel River Cemetery Road and 100 N Roadwork Contract**

- Kerry Worl presented the Commissioners with a contract for roadwork on Eel River Cemetery Road and 100 N that includes portions paid for by MCEDA and the county. MCEDA's portion of the project is \$105,222.50, which will be reimbursed to the county over two years. The county's portion was initially \$17,402.50, with an additional \$63,023.75 added for work on Eel River Cemetery Road to US 24.
- Commissioner Horner makes a motion to sign contract to approve the roadwork repairs. Commissioner Weaver seconded the motion. Motion passed 3-0

### **Hidden Hills Speed Limit**

- Following up on a previous complaint, the board discussed the speed limit in the Hidden Hills area with a suggested speed limit of 30 mph. This was chosen as a compromise between 25 mph (seen as too slow) and 35 mph (seen as too fast). This approach avoids the cost of a formal traffic study, which was estimated at \$5,000.

### **State & Federal Contract Updates**

- Disadvantaged Business Entity (DBE)

- An update was provided that race and gender have been removed as automatic qualifiers for DBE status. Businesses must now prove economic or social disadvantage to qualify.
- Contractor Sanctions
  - The county must now verify that contractors are not from sanctioned countries (such as Russia, North Korea, and Cuba) before awarding contracts.

### **Homeless Task Force Participation**

Janice Hughes was approached by Jennifer Yates and Debi Wallick to participate in the local Homeless Task Force, which meets on the first Wednesday of each month from 8:30 to 9:30 AM. Her participation was seen as a good fit due to her role as the ADA compliance person for the county. Commissioner Weaver makes a motion to approve Janice Hughes's participation in the Homeless Task Force. Commissioner Horner seconded. Motion passed 3-0.

### **EMS Provider Selection**

- After extensive discussions with Lutheran and Parkview for the county's EMS services, the Commissioners needed to make a decision. The target start date for the new service is January 1st.
 

Parkview will provide three ambulances and a chase vehicle, which the county will own if the contract is terminated. They have agreed to transport patients to Lutheran, and area hospitals upon request. They will continue to take patients with non-critical issues, such as broken bones, to the local Duke's hospital.

Lutheran will add a 4<sup>th</sup> ambulance, but provided a contract dated in 2023. Commissioner Weaver made a motion to move forward with negotiations with Parkview.

Commissioner Horner chose not to second as he did not feel it is necessary to consider a change at this time.

Commissioner Musselman seconded the motion. The vote was:  
 Commissioner Musselman – aye  
 Commissioner Weaver - aye  
 Commissioner Horner - nay.

The motion passed 2-1.

### **Courthouse Remodeling Contract**

- Chairman Musselman presented a contract with Elevatus Architecture for \$52,900 to create design drawings for courthouse remodel project to create a handicap-accessible entrance and new ADA-compliant men's and women's restrooms on the west side of the building.

Commissioner Horner makes a motion to hire Elevatus Architecture to draw up the renovation. Commissioner Weaver seconded the motion. Motion passed 3-0.

- **Minutes approval**

Motion to approve the minutes from September 15, 2025, by Commissioner Weaver. Motion seconded by Commissioner Horner. Approved 3-0

- **Payroll Approval**

Motion to approve payroll by Commissioner Horner. Motion seconded by Commissioner Weaver. Approved 3-0

- **Claims Approval**

Motion to approve Claims by Commissioner Horner. Motion seconded by Commissioner Weaver. Approved 3-0

Courtney Alwine asked the Board if they would allow the Prosecutor's office to place yard signs on the Courthouse lawn. They recently came across signs for domestic violence awareness during a fourth-floor cleanup. Since October is Domestic Violence Awareness month, they would like to reuse the signs during the month of October. The Commissioners approved the use of the signs on the lawn.

- **Motion to adjourn** by Commissioner Weaver, Seconded by Commissioner Horner, approved 3-0

1. **ADJOURN**

**MIAMI COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_, Chairman  
**Keith Musselman**

  
\_\_\_\_\_, Vice Chairman  
**Brenda Weaver**

  
\_\_\_\_\_, Member  
**Mark Horner**

Attest:   
\_\_\_\_\_, Auditor  
**Annette Phillippo**

# **CONTRACT FOR DEMOLITION SERVICES**

THIS CONTRACT FOR DEMOLITION SERVICES ("Contract"), is entered into as of the 25th day of September, 20 25 ("Effective Date"), by and between Miami County, Indiana, by its Board of Commissioners ("County") and **DENNEY EXCAVATING, INC.** ("Contractor").

The parties agree as follows:

1. Contractor will perform the work described on the attached "Specifications for Demolition," which are incorporated herein by reference ("Work"), for the sum of \$ **145,000.00**.
2. All work shall be completed within **Ninety (90)** days after Contractor is given written Notice to proceed, or Contractor shall thereafter pay the County One Hundred Dollars (\$100.00) for each calendar day until all work has been completed.
3. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the Work.
4. Contractor shall maintain such insurance as will protect itself and the County from any and all claims for damages to person, including bodily injury and/or death, or property, which may arise out of or result from Work being performed under this Contract. Such insurance shall be written for not less than any limits of liability reasonably agreed to by the parties, and proof of insurance shall be provided by the Contractor to the County prior to starting work.
5. Contractor warrants and guarantees to the County that all Work will be performed in a good and workman-like manner, in compliance with this Contract, and will be free from defects.
6. Contractor shall, to the fullest extent permitted by law with respect to its obligations under this Contract indemnify, defend, protect and hold harmless County and any and all of its employees, agents, representatives, officers and directors, from and against any and all claims, liabilities, losses, damages, costs, expenses, including attorney's fees, awards, fines or judgments, resulting from or arising out of the performance of the work, or default or breach of the obligations of Contractor under this Contract
7. The County may declare Contractor in default should Contractor fail to prosecute the Work diligently or fail to perform any aspect of the Work in accordance with this Contract Documents. Should the County declare Contractor to be in default, the County, at its sole option, and without limitation to any other any other remedies provided for herein, or available at law or equity, may terminate the Contract and bring an action against Contractor for damages incurred as a result of the default. In addition, the County shall be entitled to recover from Contractor all of the County's reasonable legal costs and attorney's fees incurred in enforcing against Contractor any covenant, term, or condition of this Contract.

8. Nothing in this Contract shall relieve Contractor from obtaining and paying for all local, state, and federal permits that may be required for the Work.

9. The relationship of the County and Contractor to each other will not be deemed a joint venture, partnership or employer-employee relationship.

10. This Contract shall be governed by and construed in accordance with the laws of the State of Indiana.

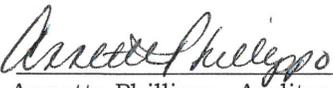
11. This Contract constitutes the understanding between the County and Contractor relating to the Work and the rights, duties and obligations referred to herein, and supersedes all prior understandings and agreements, written or oral. This Contract may be amended only by a written instrument signed by both the County and Contractor.

**12. The Work is defined per the attached Specifications for Demolition.**

IN WITNESS WHEREOF, the parties have signed this Contract.

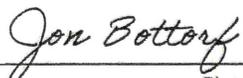
**MIAMI COUNTY, INDIANA**

By:   
Keith Musselman, Chairman

Attest:   
Annette Phillippo, Auditor

**DENNEY EXCAVATING, INC.**

\_\_\_\_\_  
Name of Contractor

By:   
Signature

Print Name: Jon Bottorf

Print Title: Controller



## SPECIFICATIONS FOR DEMOLITION

Specifications For:

**7690 S State Road 19 Peru, In 46970; 52-12-32-401-010.000-003; 003-59210-00 SANTE FE; 00-00-00; .00 ST. RD. 19 & 2ND ST.- NW COR L OT 12; DA 687; 05 592 01000 – Earl Whittaker, or Current Owners (Residential Dwelling)**

1. Contractor to provide all general construction, labor, material, tools, equipment, taxes, permits, licenses, insurance, service costs, etc. incidental to and required for this project to demolish and remove the building/structure.
2. Permits & contractor registration required. Prior to removal or demolition, the person or entity performing the removal or demolition shall be a registered contractor with the Miami County Plan Commission Office for the current year and be in good standing. Additionally, the person or entity performing the removal or demolition shall first obtain a permit for demolition from the Miami County Plan Commission Office. The person or entity shall further obtain all required demolition permits from the State of Indiana, as necessary. The granting of a local permit for the removal or demolition by the Miami County Plan Commission Administrator does not presume to give authority to violate or cancel the provisions of any other state or local law regulating removal or demolition. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not.
3. Remove contents from interior and haul to proper landfill/salvage yard.
4. All Freon appliances must have Freon removed by a certified person.
5. Any and all utility, septic, water, and/or sewage line in existence on-site and/or within a home must be appropriately capped or retired according to the authority over said utility, septic, water, and/or sewage line.
6. Any septic system and/or tank must be decommissioned pursuant to Miami County Health Departments policies and procedures.
  - a. ~~Septic tank must be pumped clean and lid crushed. Septic tank must be filled with “flowable” fill material (such as sand or gravel). Any electrical lines to the tank must be removed (if there was a pump involved).~~
7. Asbestos removal. In the event required and prior to demolition, the person or entity performing the removal or demolition shall file "Indiana Friable Asbestos Demolition/Renovation Project Notification", or its equivalent, with the Indiana Department of Environmental Management and comply with Rule 326 IAC 14-10 of the Office of Air Management and the United States Environmental Protection Agency, Region V, or any laws amendatory or supplementary thereto.



8. One (1) building to be demolished and cleaned up on site (1,120 sq. ft. single-family home), and any free-standing sign and tow-in signs (if applicable).
  - a. The person performing the removal or demolition shall remove all foundations, footings, concrete slabs, cisterns, underground vaults or tanks, cellars, walks, or other such structures on the lot, EXCLUDING any public sidewalk that runs adjacent to the street if one exists. In addition, the Contractor shall take care to protect all public sidewalks, curbs, alleys, or streets. Any damage to such is the responsibility of the Contractor to repair or replace.
  - b. All bushes, shrubs, brush, weeds, dead trees, or similar vegetation shall be removed.
9. The structure(s) or building(s) to be removed or demolished will be vacated prior to start of work.
  - a. The demolition site shall be posted and barricaded as necessary to restrict persons from unknowingly entering the site. The site must be fenced or barricaded around the open hole until completions of backfill. No portion of the structure shall be left unattended while in such a state that structural collapse or failure could occur without warning. Excavations of basements shall be barricaded when not attended.
10. Removal of all debris associated with the demolition of the building, signs and concrete that surrounds the current structures to be demolished and hauled to proper landfill.
11. All landfill receipts and/or chain of custody documentation need to be brought to the office/mailed/faxed after the job is complete to be copied for the file as proof of proper disposal.
12. Excavation hole shall be filled with clean fill dirt and a layer of topsoil shall be compacted and graded at the foundation perimeter and feathered out eighteen (18) inches from the foundation. Seed & straw must be placed once topsoil work is complete.
13. Maintenance of public right-of-way. The person or entity performing the removal or demolition shall conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, alleys, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Ensure safe passage of persons around area demolition. The person or entity performing the removal or demolition shall provide barricades, warning lights, and/or signs necessary for the blockage of the right-of-way.
14. Damage to adjacent private property. The person or entity performing the removal or demolition shall conduct operations to prevent damage to adjacent buildings, structures and other facilities and injury to persons. The person or entity performing the removal or demolition shall be responsible for any damage to private property adjacent to the demolition site which may be caused by demolition activity.
15. Project must be completed sixty (60) days after issuance of Notice to Proceed. Final payment will be made up to sixty (60) days after completion.

# AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made as of the 6th day of October, 2025 is by and between Miami County Highway Department (“Owner”) and Gaunt & Son Asphalt, Inc. (“Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. Contractor agrees to perform all work in accordance with the project specifications and in compliance with the published standards established by the Indiana Department of Transportation (INDOT) all of which are herein incorporated by reference. The work is generally described as follows (“Work”):

Eel River Cemetery Road Paving Project

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Milling & Paving Per Attached Bid Sheets

## ARTICLE 3 – CONTRACT PRICE

3.01 The Contract Price is based upon Unit Prices. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 3.01.A below:

A.  Unit Price:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated in this Paragraph 3.01.A:

Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Contractor and Owner. The Contract Price to be paid is based upon actual quantities.

If actual quantities exceed estimate, Owner may supplement Contract Price with additional moneys to complete original scope of Work. Work will entitle Contractor to a change order for that Work. Owner reserves the right to remove Work from Contractor’s scope in the event the cost of the Work will exceed the Contract Price in 3.01A.

See Attached Unit Price Tables

#### **ARTICLE 4 – PAYMENT PROCEDURES**

4.01 The Owner shall make payment to the Contractor within 15 days past receipt of Contractor's invoice.

#### **ARTICLE 5 – CONTRACT DOCUMENTS**

5.01 The Contract Documents which comprise the entire Contract between Owner and Contractor are made a part hereof as it attached to this Contract and consist of the following:

- A. Notice to Proceed
- B. Notice of Award
- C. This Agreement
- D. Bid Proposal
- E. Contractor's Bid (including all attachments)
- F. Certificate of Insurance

#### **ARTICLE 6 – EMPLOYEE ELIGIBILITY VERIFICATION**

6.01 In the performance of the Work, the Contractor will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including, without limitation, laws and regulations pertaining to labor, wages, hours, occupational safety and health and other conditions of employment, and in compliance with the Fair Labor Standards Act and any other applicable labor law.

#### **ARTICLE 7 – SAFETY**

7.01 Contractor shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.



NOTICE OF AWARD

DATE: October 6, 2025

TO CONTRACTOR: Gaunt & Son Asphalt, Inc.  
5511 W. Old 24  
Wabash, IN 46992

PROJECT: Eel River Cemetery Road Paving Project

You are hereby notified Bid dated July 31, 2015 for the above Contract has been awarded.

The Contract Price (Total of Bid Units) is  $\$105,522.50 + \$17,402.50 = \$122,925.00$

**Miami County Board Of Commissioners:**

Keith Musselman

  
\_\_\_\_\_

Brenda Weaver

  
\_\_\_\_\_

Mark Horner

  
\_\_\_\_\_

Attest:

Annette Phillippo

  
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