

The Times of Noblesville presents...

Iceland's Magical Northern Lights



For more information contact Collette

March 18 - 24, 2025

1-800-581-8942

Please refer to
booking #1232517

Hosted by Dick Wolfsie

TODAY'S VERSE

Ecclesiastes 3:1 To every thing there is a season, and a time to every purpose under the heaven.

Hamilton Happenings

Once again under the shade of beautiful Forest Park, the Boys & Girls Club's ninth Cornhole Tournament will take place on Friday, Aug. 2 at 12:30pm. Sign up to enjoy an afternoon of cornhole, silent auctions, food, drinks and music while out of the office and supporting the Club. Better yet, bring the whole office with you! Teams of two can register at <https://www.bgcni.org/index.php/boys-girls-club-cornhole-tournament>. To learn about becoming a sponsor, please reach out to Community Center Director, Tony, at teslamirad@bgcni.org.

Three Things You Should Know

1 Indiana Gov. Eric Holcomb and a small group are in Australia and Singapore to cultivate new collaborations and opportunities with each region across government and industry. The trip is aimed focus on growing partnerships to advance mutually beneficial economic development, innovation and talent development in key shared sectors such as advanced manufacturing, defense and energy. They left last weekend and are returning by the end of the month.

2 The Indiana Department of Natural Resources invites Hoosiers to share their experiences with accessibility at DNR properties across the state. An online, five-question survey is now available at on.IN.gov/2024-guest-survey. It can be completed in about five minutes. The department's new accessibility webpage at on.IN.gov/dnr-accessibility provides information on accessible activities like visiting beaches and pools, fishing, hunting, wildlife viewing, exploring trails, and more.

3 Construction employment increased in 35 states in June, according to a new analysis of federal employment data released by the Associated General Contractors of America. Between June 2023 and June 2024, 35 states added construction jobs, while 14 states and the District of Columbia shed jobs. Texas added the most, followed by Florida and Michigan. New York lost the most, followed by Colorado, Maryland and Oregon.



NOBLESVILLE, INDIANA

50¢ WWW.THETIMES24-7.COM

64 Belfry Theatre Kids In 'Beauty and the Beast Jr.'



Tanya Haas wanted to direct a kids show that would appeal to both her cast members as well as the audience.

BETSY REASON
Columnist

She also wanted to take her directing up a notch.

Haas has done just that when she agreed to direct The Belfry Theatre Apprentice Players' summer youth production, Disney's "Beauty and the Beast Jr."

The show opens tonight with five performances through Sunday at Noblesville First United Methodist Church. Tickets are still available but going fast, I'm told.

The best part is that the show features 64 young actors and actresses, ages 5-18.

The largest cast she has ever directed before this was 25 youth.

"I have loved getting to know so many new people," said Haas, who is directing for the first time for The Belfry Theatre.



Photo courtesy of Rob Slaven of Indy Ghost Light Photography

The young ensemble rehearses a scene from "Be Our Guest" during rehearsal for The Belfry Theatre Apprentice Players' Disney's "Beauty and the Beast Jr.," opening tonight and continuing through Sunday at Noblesville First United Methodist Church.

There were 75 young people who auditioned with the promise, in Belfry Apprentice Players tradition, that everyone who auditioned would get a role in the show. Obviously, there weren't enough lead roles to make all auditionees happy. "We had some amazingly talented kids turn down roles in the show because they didn't want to take on smaller roles," Haas said.

She enjoys directing this wide age range of youth.

"I love the rapport I have had with the older cast members, and I love seeing the excitement and enthusiasm from the youngest cast members."

Being the age range goes from 5 to 18, the rehearsal time is kept to a minimum for the youngest cast members so that they don't get restless. Haas has also relied on parents of cast members when they are not directly rehearsing a scene or song. She's worked hard to learn all of the casts' names so she can address them directly.

"Yes, they have had their rowdy moments but overall I have been very pleased with how well they have listened, followed direction and interacted with each other and the production staff," she said.

Putting together costumes for a production of this size

➔ See BETSY on Page A6



Photo courtesy of Rob Slaven of Indy Ghost Light Photography

Chip, played by Brantley Zieles, rehearses for The Belfry Theatre Apprentice Players' summer youth musical, Disney's "Beauty and the Beast Jr."

TODAY'S HEALTH TIP

Cut 250 calories a day from your diet to lose a half a pound a week.

Today's health tip was brought to you by Dr. John Roberts.



OBITUARIES

Norma Janiece Hobson



5 37606 50100 8

TODAY'S QUOTE

"Your talent is God's gift to you. What you do with it is your gift back to God."
Leo Buscaglia

TODAY'S JOKE

The boss said learning how to gather trash wasn't hard. He said he just picked it up as he went along.

Tomatoes and Absent Friends



PAULA DUNN
From Time to Thyme

Have you had any ripe tomatoes in your garden yet? Normally, mine don't even begin ripening until about now, but

I picked several in June. (First time ever!)

As thrilled as I was by that accomplishment, it's a little bittersweet. Most of my tomato plants this year came from Master Gardener and Herb Society of Central Indiana member Jeanette Daniels. Jeanette passed away right about the time I picked my first tomato.

Although ours was a relatively recent acquaintance, I'd been aware Jeanette was an absolute wizard at growing plants for a very long time.

I got to know her a few years ago when I had some rhubarb crowns I didn't need, and Jeanette had some horseradish she was clearing out. After we swapped plants, we continued to carry on an occasional email correspondence.

That led to some interesting plant experiments.

Some time back, I stumbled across a wonderful low-acid tomato called "Great White." It's an heirloom and therefore, not something you can pick up just anywhere. My first experience with it was as a plant, but after that I could only find seeds and even they weren't easy to come by.

I tried raising the seedlings myself, but not only do I lack good conditions at my house for growing anything from seed, I have two curious felines who think potted plants are cat toys. What tomato plants I did manage to raise were rather puny and set fruit way too late to produce much of a crop.

So, I made a deal with Jeanette: I'd buy the seeds, if she'd grow some Great Whites for me.

When the plants were ready, I took a couple, but left the rest for her to sell at her annual plant sale. That arrangement worked

➔ See PAULA on Page A3

OBITUARY

Norma Janiece Hobson

July 9, 1933 - July 16, 2024

Norma Janiece Hobson, age 91, passed away at her home in Sheridan, Indiana, surrounded by her loving family, on Tuesday evening, July 16, 2024. Born July 9, 1933, in Kempton, Indiana, she was the daughter of the late Ola Ernest and Theresa Elizabeth (Moore) Baird.



She was a 1951 graduate of Sheridan High School, and a member of the Ladies' Auxiliary for the K.V. Elliott American Legion Post #67 of Sheridan, Indiana. Norma faithfully attended the Baker's Corner Wesleyan Church. After the closure of the Baker's Corner church, she began attending Six Points Church in Sheridan.

Norma entered the job market at a young age. Her first job was at the Franklin Ice Cream Store in Sheridan. Although it was just a job like any other, it ended up being the most important and life altering career choice she ever made, because it was where she met a young man named Harold. She later hired on with Commercial Filters in Lebanon for a couple years before going to work at the Ben Franklin store in Carmel. Norma eventually went to work for Aero Drapery where she worked in the credit department; she retired as a supervisor after 20 years of dedicated service.

She enjoyed the beauty that flowers brought into the world, and never tired of watching the birds that would come by to visit. As she got older, her years in management (and as a mother) came in handy. Everybody knew that if the bird feeders weren't kept full, they were going to hear about it. She also enjoyed doing crafts.

Family was always the most important thing in her life. The gentleman, Harold, that she met while working at the ice cream store eventually became one of the main characters of a love story that she (along with the other three) would tell for the rest of their lives. Depending on who was telling the story, the events may be a little different, and who's idea it was may change from time to time; however, the plot always remained the same. Two brothers (Harold and Harley Hobson) eloped with two sisters (Norma and Martha Baird) to Arkansas, where they got hitched on October 9, 1950, and started the first chapter of a lifelong story that none of them ever tired of sharing.

Norma loved to travel, and luckily for her, the rest of the foursome was always ready to come along for the ride. There were always plenty of stories that came from their trips (some tales were taller than others), and nobody in the group would ever fess up to exactly how much truth there was in them, but either way, they made for good conversation. Nothing goes better with good conversation than good company, and Norma loved to sit and visit. If you had the time, so did she.

Norma loved her family and made sure that her home was always filled with love. Not only was she mom to her own children, but she was also the neighborhood mom. There was always a full cookie jar waiting for whoever walked through the door. As the years passed, and her family started having families of their own, Norma realized her true calling: being a grandmother.

Norma is survived by 2 sons, Stephen Allen Hobson (Joyce) of Noblesville, and Gerald Wayne Hobson (Anita) of Arcadia; 7 grandchildren, Mark Hobson (Joy), Eric Hobson (Theresa), Susan Steward (David), Vanessa Moistner (Donovan), Robert Hobson (Tiffany), Melissa Hobson, and Charles Hobson, Jr. (Cindy); 17 great grandchildren, Lora Hobson, Abbie Hobson, Koia Campbell, Brentton Campbell, Melissa Teague, Makayla Teague, Kyra Steward, Ethan Moistner, Abby Moistner, Zeke Hobson, Everly Hobson, Matthew Bowman, Brianna Basler, Austin Basler, Hailey Hobson, Reed Hobson, and Alex Hobson; 2 great-great grandchildren, Brantley Bowman, and Charles DesNoyers, with one great-great granddaughter on the way; 2 brothers, Floyd "Don" Baird of Hawkinsville, Georgia, and Ralph "Jack" Baird of Sheridan; and brother-in-law, Bill Moore of Mooresville.

She was preceded in death by her parents, Ola Ernest and Theresa Elizabeth (Moore) Baird; son, Charles David "Chuck" Hobson; daughter, Peggy Darlene Hobson; 4 sisters, Doris Stultz, Georgia Moore, Betty Baker, and Martha Hobson (and her husband, Harley Hobson); and by her loving husband, Harold Hobson on April 24, 2019.

Services will be held at 11:00 AM on Tuesday morning, July 23, 2024, at Kercheval Funeral Home, 306 E. 10th Street, Sheridan, Indiana. Burial will follow at Spencer Cemetery in Sheridan, Indiana. Pastor Scott McDermid will be officiating. Visitation will take place from 4:00 - 8:00 PM on Monday, July 22, 2024, at Kercheval Funeral Home.

In lieu of flowers, memorial contributions may be presented to the American Cancer Society, in honor of Peggy.

A live stream of Norma's funeral can be found at:

https://m.facebook.com/events/s/norma-hobson-funeral/1165301448036510/?wtsid=rdr_OlwgMAPOMFwVy93rA



Photo courtesy Noblesville Fire Department

No Injuries

Noblesville firefighters responded to a call on Phillip Drive over the weekend after a 911 call. They found heavy black smoke coming from an apartment occupied by a mother with two children under the age of 10. NFD quickly contained the fire to the one department and only one family wound up being displaced. The Red Cross helped on scene.

Westfield Library Honors Annie Gotwald

The Westfield Library Foundation is excited to announce the dedication of its Makerspace and STEM Lab in honor of Annie Gotwald. The dedication ceremony will take place on August 3 at 11:00 a.m. at the new Westfield Washington Public Library – the day before what would have been Annie's 10th birthday.

The Annie Gotwald Makerspace and STEM Lab will offer drop-in projects, individual STEM activities, and scheduled classes to library patrons. Gotwald, a Westfield resident who passed away unexpectedly in February, loved science and math and dreamed of one day becoming a NASA engineer.

"Annie was going into kindergarten when the pandemic hit," her father Greg Gotwald, a graduate of Rose-Hulman Institute of Technology, explains. "Rose put together activities and experiments for kids to do during that time and something just clicked in her.



Greg and Lindsay Gotwald with daughters Samantha (on Lindsay's lap) and Annie (on Greg's lap)

Annie was obsessed with outer space and planets from that point on."

Annie's parents set up a GoFundMe page to support STEM education in Westfield in her honor. The Westfield Library will receive the first major gift from that generous funding. "We were just floored by the support the community provided us after Annie's passing," says Annie's mom Lindsay Gotwald. "We wanted to pass that generosity along by investing in STEM education that was accessible to everyone in Westfield. She would have



Photos courtesy Westfield Library

Annie in Washington, DC in October 2023

loved this new space. We couldn't have asked for a more perfect opportunity to build her legacy."

Erin Downey, Executive Director of the Westfield Library Foundation, added, "We are incredibly honored to dedicate the Makerspace and STEM Lab to Annie Gotwald. This generous contribution will enable us to offer exceptional STEM resources and programming to the community, fostering a love for learning and innovation in our young residents – especially young girls like Annie."

Crouch, Jensen Shine Light on Mental Health

Lt. Gov. Suzanne Crouch joined Noblesville Mayor Chris Jensen in Noblesville at Fire Station 71 for a mental health discussion with community leaders last week. The attendees included members of the Noblesville Police and Fire Departments, Noblesville Common Council, and those who work in healthcare, at nonprofits, and other local organizations.

Attendees came together to discuss the critical work they are doing at the local level, underscoring the significant impact of their efforts. They emphasized the importance of partnerships between other community partners to help fill the gaps in care and services and how collaboration at the state, county, and local levels is critical to proactively helping more individuals in a mental health crisis or before they are in a crisis.

Crouch spoke on the importance of the work the state is doing, including her work on the Indiana Mental Health Roundtable, as well as offering resources to attendees on grant opportunities for local organizations that the state has to offer.

Jensen highlighted the life-saving work of the NobleACT team, a proactive and sustainable mental health collaboration that strengthens community-based responses through partnerships with the police



Noblesville Mayor Chris Jensen and Lt. Gov. Suzanne Crouch

and fire departments and area service providers. The NobleACT team is leading the way in statewide and community paramedicine. This program is a blueprint for the Indiana Community Cares Grant Pilot Program, passed by the Indiana General Assembly in the 2024 legislative session.

Crouch met Luna and Sadie, two of the three therapy K9s for the City of Noblesville. Luna is part of our NobleACT team and responds to mental health calls with her handler, Sgt. Ben Lugar of Noblesville PD. Sadie is our officer wellness K9 therapy dog, working alongside her handler, Sgt. Brice Swart of Noblesville PD.

GROUPS REPRESENTED:

- Aspire Indiana
- City of Noblesville
- Frontline Counseling
- Good Samaritan Network
- Hamilton County Health Dept.
- Ignite Transform
- Noblesville Common Council
- Noblesville Diversity Coalition
- Noblesville Public Safety
- Noblesville Police Department
- Noblesville Fire Department
- NobleACT
- Pathways to Healing Counseling
- Prevail
- Review Health Foundation
- Shepard Center of Hamilton County
- State of Indiana

The conversation was not only candid and productive but also impactful, leaving community leaders with valuable resources and ideas to consider as they continue their crucial work in helping those in need of mental health care.



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PUBLIC NOTICES

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT 3)
) SS)
 COUNTY OF HAMILTON) CAUSE NO. 29D03-1802-DC-1367)
 IN RE THE MARRIAGE OF)
 MARIANN OTTINGER,)
 Petitioner,)
 and)
 PRUDENCIO MARCIAL,)
 Respondent.)

VERIFIED PETITION FOR NAME CHANGE

COMES NOW the Petitioner, Mariann Ottinger (hereinafter "Mother"), in person and by counsel, and for her Verified Petition for Name Change does hereby state and allege as follows:

1. Mother and Respondent, Prudencio Marcial (hereinafter "Father"), are the parents of three minor children, namely Lana Elaina Marcial-Ottinger (DOB 08/01/2008), Makaylah Rose Marcial-Ottinger (DOB 02/16/2012), and Elias Lee Marcial-Ottinger (DOB 03/30/2015).

2. On or about February 11, 2020, the Court herein entered its Decree of Dissolution of Marriage, in which Father was granted parenting time from 9:00 a.m. to 5:00 p.m. on Tuesdays and Wednesdays.

3. Father has only seen the minor children one time in the past two years and stopped paying child support to Mother three years ago. Father has continued to fail to support the children physically, emotionally, and financially.

4. The children have expressed desire to change their last names to Ottinger.

5. It would be in the children's best interest that their last names be changed to Ottinger.

6. Mother respectfully requests that the Court grant her request to change the children's last names from "MARCIAL-OTTINGER" to "OTTINGER" so that they may be known as "LANA ELAINE OTTINGER", "MAKAYLAH ROSE OTTINGER" and "ELIAS LEE OTTINGER". 7. Mother has filed her Praecipe for Service by Publication contemporaneously with this Motion.

8. Mother requests that if she is permitted to serve Father by Publication, that the Court herein set this matter for hearing at least sixty (60) days out.

WHEREFORE Mother, in person and by counsel, respectfully requests that the Court grant her request for the name changes of the minor children, that this matter be set for hearing at least sixty (60) days out if Mother is permitted to serve Father by Publication, and for all other relief just and proper in the premises.

VERIFICATION

I hereby affirm, under the penalties of perjury, that the foregoing statements are true and correct to the best of my knowledge.

07/05/2024
 Date Mariann Ottinger
 Respectfully Submitted,
 BOJE, BENNER, BECKER,
 MARKOVICH & HIXSON, LLP
 By:
 Robert C. Becker, #14494-29
 Attorney for Petitioner

BOJE, BENNER, BECKER,
 MARKOVICH & HIXSON, LLP
 1312 Maple Avenue
 Noblesville, Indiana 46060
 317-773-4400

TL21675 7/17 7/24 7/31 3t hspaxlp

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT 1)
) SS)
 COUNTY OF HAMILTON) CAUSE NO.: 29D01-2406-EU-000273)
 IN RE: THE MATTER OF THE)
 UNSUPERVISED ESTATE OF:)
 PETER M. GERRITS, Deceased.)

NOTICE OF ADMINISTRATION

Notice is hereby given on that Gina Marie Chinni was appointed Personal Representative of the Estate of Peter M. Gerrits, deceased, who died on May 21, 2024.

All persons having claims against this Estate, whether or not now due, must file the claim in the office of the Clerk of this Court within three (3) months from the date of the first publication of this Notice, or within nine (9) months after the Decedent's death, whichever is earlier, or the claims will forever be barred.

DATED at Hamilton County, Indiana on July 3, 2024.

Kathy Kreag Williams
 CLERK, Hamilton Superior Court 1

Prepared By:
 Robert C. Becker
 BOJE, BENNER, BECKER,
 MARKOVICH & HIXSON, LLP
 1312 Maple Avenue
 Noblesville, IN. 46060
 T: 317-773-4400
 E: rbecker@hamiltoncountylawyers.com

TL21679 7/17 7/24 t hspaxlp

29D01-2407-ES-000288
 STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT 1)
) SS)
 COUNTY OF HAMILTON) CAUSE NO. 29D01-2407-ES-000288)
 IN THE MATTER OF THE SUPERVISED ESTATE)
 OF SHAWN EDWARD MESSENGER, DECEASED)
 NOTICE OF ADMINISTRATION)

In the Superior Court 1 of Hamilton County, Indiana.

Notice is hereby given that Steven W. Kincaid was, on the 8th day of July 2024, appointed as the Personal Representative of the estate of Shawn Edward Messenger, deceased, who died on August 29, 2023.

All persons who have claimed against this estate, whether or not now due, must file the claim in the office of the clerk of this court within three (3) months from the date of the first publication of this notice, or within nine (9) months after the decedent's death, whichever is earlier, or the claims will be forever barred.

Dated at Hamilton County, Indiana, this 8th day of July, 2024.

Kathy Kreag Williams
 CLERK OF THE SUPERIOR COURT 1
 FOR HAMILTON COUNTY, INDIANA

Prepared by:
 Steven W. Kincaid
 Attorney No. 18034-34
 Steven W. Kincaid, Attorney at Law, P.C.
 54 N. 9th Street
 Noblesville, IN 46060
 Telephone: 317-776-5995
 Fax: 317-219-0625

TL21680 7/17 7/24 t hspaxlp

The following will be sold for charges:

14701 TOM WOOD WAY NOBLESVILLE
 On 08/09/2024 @ 09:00 AM
 2012 VOLKSWAGEN 3VWPL7AJ2CM646502 \$1,595.88
 2014 VOLKSWAGEN 1VW5A7A33EC052001 \$3,441.13
 18702 CHAD HITTLE DR WESTFIELD
 On 08/09/2024 @ 02:00 PM
 2002 DODGE 2B7HB11X32K128815 \$2,350.00

TL21689 7/24 1t hspaxlp

STATE OF INDIANA) IN THE HAMILTON COUNTY SUPERIOR)
) COURT 1)
 COUNTY OF HAMILTON) CAUSE NO.: 29D01-2407-EU-000289)
 IN THE MATTER OF THE UNSUPERVISED ADMINISTRATION)
 OF THE ESTATE OF BARRY J. ROSE, DECEASED)
 NOTICE OF ADMINISTRATION)

Notice is hereby given that Joyce Rose-Weisberger was, on July 10, 2024, appointed Personal Representative of the Estate of Barry J. Rose, Deceased, who died on June 18, 2024.

All persons who have claims against this estate, whether or not now due, must file the claim in the office of the clerk of this court within three (3) months from the date of the first publication of this notice, or within nine (9) months after the decedent's death, whichever is earlier, or the claims will be forever barred.

Dated at Noblesville, Indiana, this July 10, 2024.

/s/ Kathy Kreag Williams
 Clerk, Hamilton County Superior Court 1

TL21691 7/24 7/31 2t hspaxlp

LEGAL ADVERTISEMENT NOTIFICATION OF CONSTRUCTION ACTIVITY

Kroger Limited Partnership I, (14800 Hazel Dell Xing, Noblesville, IN 46062) is submitting a Notice of Intent to the Indiana Department of Environmental Management to comply with the requirements of 327 IAC 15-5 to discharge storm water from construction activities associated with the Kroger Fuel Center Construction. Project is located at 14800 Hazel Dell Xing, Noblesville, IN 46062. Run-off from the project site will discharge into a created detention pond that outlets to Kirkendall Creek. Questions or comments regarding this project should be directed to David Arnett of Kroger Limited Partnership I at the above mentioned address, 317-579-8100, or david.arnett@kroger.com.

TL21693 7/24 1t hspaxlp

CITY OF FISHERS CITY COUNCIL NOTICE OF PUBLIC HEARING CASE ANX-24-2

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form

MEMBERS OF THE PUBLIC MAY STREAM THE LIVE MEETING BY GOING TO: <http://tinyurl.com/CityOfFishers>

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Fishers City Council at 7:00 PM on August 19, 2024, at Fishers Municipal Center Theater, 1 Municipal Drive, Fishers, IN 46038.

REQUEST: At that hearing, the public will be invited to offer comments on the following request ("Proposal"): Case # ANX-24-2 - Request to approve a voluntary annexation of .51 acres known as the 12685 Lantern Road property. Subject site is generally located east of Lantern Road and north of E 126th Street, with the common address of 12685 Lantern Road Fishers, IN 46038

LOCATION: 12685 LANTERN RD, FISHERS, IN 46038

Written objections filed with the secretary of the City Council before the hearing will be considered. If you would like your written comments to be provided to the Fishers City Council you must submit them one (1) week prior to the hearing date noted above. Oral comments will be heard during the public hearing.

City of Fishers Planning & Zoning Department
 planning@fishers.in.us
 (317) 595-3155
 Petitioner: Mark A & Amber Lee Dawn Cromlich, Cromlich Trustees of Cromlich Family Trust

TL21696 7/24 1t hspaxlp

CITY OF FISHERS PLAT COMMITTEE NOTICE OF PUBLIC HEARING CASE VAC-24-5

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City of Fishers Plat Committee at 4:00 PM on August 7, 2024 at Fishers Municipal Center Theater, 1 Municipal Drive, Fishers, IN 46038.

REQUEST: At that hearing, the public will be invited to offer comments on the following request ("Proposal"): Case # VAC-24-5 - Request to vacate the subdivision plat within the Richard E Harold's subdivision including Lot 23, 24, Lot 36, 37, 38, 39 and Lot 40. Subject site is generally located east of Lantern Road at Fishers Elementary School, with a common address of 11442 Lantern Road.

LOCATION: 11442 LANTERN RD, FISHERS, IN 46038

The case file about this project is available for public review in the office of the Department of Planning and Zoning, located at Fishers Municipal Center, 1 Municipal Drive, Fishers, IN 46038. The meeting agenda with room location details and case related information will be posted on the City's website forty-eight (48) hours in advance of the meeting specified above. If you have specific questions or want to provide written contacts to the case planner directly, please contact:

City of Fishers Planning & Zoning Department
 planning@fishers.in.us
 (317) 595-3155
 www.fishers.in.us/notice
 Petitioner: David Lach

TL21697 7/24 1t hspaxlp

NOTICE TO TAXPAYERS

Pursuant to IC 5-3-1-2(b) Notice is hereby given that the Hamilton County Council of Hamilton County, Indiana will meet in a Joint Session with the Hamilton County Board of Commissioners at 5:00 p.m. in Conference Room 1A prior to their Regular meeting on Wednesday, August 7, 2024 at 7:00 p.m. in the Commissioners Courtroom at their regular meeting place of One Hamilton County Square, Noblesville, Indiana. Purpose of the meeting is for consideration of transfer of funds, 144 Amendments, Reduction of funds and to consider the following additional appropriations in excess of the budget for the current year. The Council will hold a public hearing concerning the additional appropriations. Any person having concerns or questions concerning said appropriations shall be heard at the public hearing.

1000 General Fund	Other Services & Charges	900,000
1222 (1156) Statewide 911	Other Services & Charges	60,000
1235 LIT Dedicated to PSAP Outsourced Repairs & Maintenance		19,449
4925 FSSA Vocational Rehab Services	Other Services & Charges	65,000

TL21692 7/24 1t hspaxlp

NOTICE OF PUBLIC HEARING ON PRELIMINARY DETERMINATION

Pursuant to Indiana Code 6-1.1-20-3.5, notice is hereby given that the County Council of the County of Hamilton, Indiana (the "County"), will hold two (2) public hearings to consider adoption of a resolution making a preliminary determination to enter into a lease agreement to finance and construct certain capital improvements and expansions within the County including, without limitation, (i) the design, development, construction and equipping of a Public Safety Training Facility within the Hamilton County, Indiana, (ii) the acquisition or leasing of real property as required for such additions, improvements and equipping to the planned Public Safety Training Facility, and (iii) the paying of all necessary and incidental costs of issuance arising from the financing required thereby, including capitalized interest, if necessary (collectively, the "Public Safety Training Facility Project").

The first hearing will be conducted at a regularly scheduled meeting of the County Council scheduled for 7:00 p.m. on Wednesday, August 7, 2024. The public hearing will be held in the Commissioner's Courtroom within the Hamilton County Government and Judicial Center, located at 1 Hamilton County Square, Noblesville, Indiana 46060.

A second notice will be published for purposes of notifying the public of the date, time and location of the second public hearing to be conducted by the County Council for the Public Safety Training Facility Project.

The public is invited to attend and participate in the August 7, 2024 public hearing.

Dated: July 22nd and 24th, 2024.

County Council,
 Hamilton County, Indiana
 TL21694 7/24 1t hspaxlp

SUMMONS - SERVICE BY PUBLICATION

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT)
) SS)
 COUNTY OF HAMILTON) CAUSE NO. 29D05-2407-MF-007363)
 CCG National Fund IV LLC,)
 Plaintiff,)
 v.)
 Madolin Y. Chrisp; Deceased; Heirs-At-Law, Devisees, Legatees,)
 Descendants, Personal Representatives, Executors, Trustees, and Administrators)
 of Madolin Y. Chrisp; State of Indiana - Department of Revenue; and Woodland)
 Springs, Inc.,)
 Defendants.)

NOTICE OF SUIT

To the defendants named below herein, and any other person who may be concerned.

You are notified that you have been sued in the Court named above. The nature of the suit is the foreclosure of a mortgage upon the property located in Hamilton County at 11506 Rolling Springs Dr., Carmel, IN 46033, legally described as:

Lot Number One Hundred Fifty-eight (158) in Woodland Springs, Third Section, a subdivision in Clay Township, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 3, Pages 55-56, in the Office of the Recorder of Hamilton County, Indiana (hereafter "Real Estate").

This summons by publication is specifically directed to the following defendants who may claim some interest in the Real Estate and whose whereabouts are not known with certainty: Madolin Y. Chrisp, Deceased, and Her Heirs-At-Law, Devisees, Legatees, Descendants, Personal Representatives, Executors, Trustees, and Administrators.

You must respond to this summons by publication, by you or your attorney, on or before thirty (30) days after the Third Notice of Suit has been published. If you fail to do so, a default judgment may be entered against you for the relief demanded in the Complaint.

ATTEST:
 /s/ Kathy Kreag Williams
 Clerk of the Hamilton County Superior Court
 John B. Flatt, Attorney Number 20883-45
 Attorney for Plaintiff
 NELSON & FRANKENBERGER, LLC
 550 Congressional Boulevard, Suite 210
 Carmel, Indiana 46032
 Telephone: (317) 844-0106
 NELSON & FRANKENBERGER IS A DEBT COLLECTOR AND THIS IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TL21690 7/24 7/31 8/7 3t hspaxlp

CITY OF FISHERS ADVISORY PLAN COMMISSION NOTICE OF PUBLIC HEARING CASE TA-24-3

MEMBERS OF THE PUBLIC MAY SUBMIT COMMENTS BY GOING TO: https://townoffishers.formstack.com/forms/public_meeting_comment_form

MEMBERS OF THE PUBLIC MAY STREAM THE LIVE MEETING BY GOING TO: <http://tinyurl.com/CityOfFishers>

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Fishers Advisory Plan Commission at 6:00 PM on Wednesday, August 7, 2024 at Fishers Municipal Center Theater, 1 Municipal Drive, Fishers, IN 46038.

REQUEST: At that hearing, the public will be invited to offer comments on the following request ("Proposal"): Case # TA-24-3 - Consideration of a text amendment to the Fall Creek Marketplace PUD Ordinance #050106A to allow updates to the concept plan and the land use and development standards, generally located near the intersection of Southeastern Parkway and N. Cynthianne Road (TA-24-3).

LOCATION: 15760 SOUTHEASTERN PKY, FISHERS, IN 46037

The case file about this project is available for public review in the office of the Department of Planning and Zoning, located at Fishers Municipal Center, 1 Municipal Drive, Fishers, IN 46038. The meeting agenda with room location details and case related information will be posted on the City's website forty-eight (48) hours in advance of the meeting specified above. If you have specific questions or want to provide written contacts to the case planner directly, please contact:

City of Fishers Planning & Zoning Department
 planning@fishers.in.us
 (317) 595-3155
 www.fishers.in.us/notice
 Petitioner: Meijer Stores Limited Partnership

TL21695 7/24 1t hspaxlp

↓ PAULA From Page A1

out pretty well, so we did it again. And again. We even tried other tomatoes and a couple of flowers.

Jeanette was great about experimenting with new seeds. Last year when I became curious about "Black Beauty," a tomato I'd seen in a catalog, I didn't have to sell her on it. She just said, "Send me the seed."

The Black Beauty tomatoes were just as black as advertised (Really!.) but we agreed they were a bust in most other respects. Fortunately, our other experiments produced better results.

I'm still adjusting to Jeanette's absence. She wasn't just a fantastic gardener; she was a good friend to many people. She'll be missed.

The subject of tomatoes stirred up memories of another of my departed friends, Ann Skene. Although Ann wasn't a Master Gardener, she maintained a large vegetable plot at her family farm near Tipton and she knew her way around a garden.

Years ago, she gave me this recipe for fresh tomato soup. It's a little different from Campbell's version, but it's still tomato soup, so I think it qualifies as

comfort food. That made it seem an appropriate addition to this column.

(I don't know if the herbs should be dried or fresh, but I'm guessing they're fresh since it's "fresh" tomato soup and the lemony herbs are more likely to come from someone's garden than from a grocery shelf.)

Fresh Tomato Soup

1/4 C. butter
1/2 C. chopped onion
1/4 C. flour
1 C. water
6 medium tomatoes, peeled, chopped and seeded
1 tbsp. parsley
1 1/4 tsp. salt
1 tsp. sugar
1/2 tsp. lemon thyme, lemon basil or other lemon flavored herb
1/4 tsp. pepper
1 bay leaf or basil

Cook onion in butter until tender. Stir in flour. Gradually stir in water. Add tomatoes, salt, pepper, sugar and herbs. Heat to boiling. Reduce heat, cover and simmer 30 minutes, stirring frequently. Add water if needed. Discard bay leaf before serving. Garnish with lemon slices.

Paula Dunn's From Time to Thyme column appears on Wednesdays in The Times. Contact her at younggardenerfriend@gmail.com

Public Notices Deadline: 11:00 a.m. 2 Business Days Prior to Publication: legals@thetimes24-7.com

Private Party Notices Submitted After Deadline May Be Subject To \$25.00 Fee In Addition To The Cost Of The Advertisement

What Was Your Favorite Year in School?


TIM TIMMONS
Two Cents

One of my favorite reads each week is a small-town columnist from Darlington, Ind. (where former NHS Coach Dave Nicholson used to coach) named Butch Dale. He often writes about life back in the day, and for me – as I am sure is true for many of you – it brings back some great memories. It's also one of the many reasons I love reading Paula Dunn's wonderful writings each week. Recently, Butch wrote about his favorite school year – 1958. He ended his column with the question to readers, what was your favorite school year? Of course that got me to thinking, and after some pondering I decided it was 1965.

I was in third grade that year and remember I won the spelling bee at Our Lady of Grace in my class. It was a pretty big deal because I wasn't exactly bringing home a report card that my parents were shining about. Then again, we only had a dozen or so kids in my class, so maybe it wasn't such a big deal.

We played kickball at recess on the playground / parking lot behind the three-room schoolhouse on 11th St., just a block away from North Elementary. I'm pretty sure third grade was when I kicked my first home run over the fence next to the rectory.

Speaking of Our Lady of Grace – I think we became altar boys that year. Of course the next year the mass switched from Latin to English. Boy was that a year too late.

And third grade was when I noticed girls for the first time. I still remember thinking a little girl named Branna on Bus No. 19 (driven by Mr. Guilkey) was the cutest thing ever.

There was a lot going on in the world in 1965 – most of it unbeknownst to me. Malcolm X was assassinated that year and the first U.S. combat troops stepped off the plane in a foreign land called Viet Nam.

(I sure didn't know this at the time, but Mr. Google tells me that it was also the year France withdrew its Atlantic Fleet from NATO – France retreating . . . why isn't that a surprise.)

Butch and I exchanged a couple of emails and one thing he told me really stuck out.

"I had a great childhood," he wrote. "Most kids today have no idea what it was like back then."

Amen, brother.

There were so many things we did back then that kids just can't do today. We used to have BB gun wars in the woods. We went dam sliding. We left the house on a summer morning and didn't come back until lunch or that evening when it got dark.

We trick-or-treated at Halloween and never thought once about someone putting something evil in our candy, or a bad person taking one of us. We blew up model airplanes and ships with firecrackers and no one lost an eye, finger or toenail. We got in fights and were back to being best friends by the end of the day – or the next one at the worst.

But two of my favorite memories involved sports. That was my first year in Little League. We had the majors and minors, and I played for Moose Lodge in the minors – our coaches were my dad and a very nice man named Leon Owens. We won the championship

➡ See TIM on Page A5

PUBLIC NOTICES

Request for Proposals for Public Transportation Services (Page 1)

Hamilton County
33 N. 9th St., #21, Noblesville, IN

- Date of First Publication/Issue RFQ: July 15 & 17, 2024
- Date of Second Publication/Issue RFQ: July 22 & 24, 2024
- Final Date to submit questions for Q&A Period: July 30, 2024
- Deadline to submit proposal packages: August 7, 2024 at 4:00 P.M.
- Proposals read into Record: August 12, 2024
- Issue recommendation for qualified vendor with price to Board of Commissioners: August 26, 2024
- Initiation of services date: January 2025

All attachments must be filled out completely. Federal and state regulations mandate that all attachments be submitted.

Question and Answer Period/Opportunity: Any interested vendor shall be permitted to send inquiries concerning the RFP to the Director of Administration, Lee Buckingham at lee.buckingham@hamiltoncounty.in.gov. If the vendor's inquiry is considered to be a "material" question, then the question and subsequent response shall be shared with all vendors who have expressed an interest in the project to the County. Further, on July 30, 2024, there will be a live Question and Answer period from 4:00 P.M. until 5:00 P.M. The Question and Answer period shall be an in-person meeting. If vendors desire to participate in the Question and Answer period, the Director of Administration shall inform the interested vendor(s) of the physical location; which, will be in the Hamilton County Board of Commissioners' Courtroom in Noblesville, Indiana. That information shall be shared upon the vendor's request.

INTRODUCTION

Hamilton County seeks responses to this Request for Proposals (RFP) from vendors involved in/able to provide advanced reservation, demand responsive public transportation services. The purpose of the RFP is to identify a Vendor to provide adequate County-wide transportation services. The assessment is to be performed in accordance with the provisions included in this RFP.

The County is looking for a qualified vendor in the business of providing county-wide transportation services, responsive curb-to-curb delivery, and origin to destination shared-ride transportation services for all residents of Hamilton County.

- Responding firms must submit a digital and hard copy of their responses no later than August 7th, 2024 at 4:00 p.m. Eastern Daylight Time (EDT) as described below.
- Estimated fee proposals shall be requested, negotiated, and determined only after the County has reviewed the proposals based upon the vendor's qualifications. The County shall only request, negotiate, and determine a cost/fee with the vendor chosen by the County based upon their qualifications. To determine a reasonable fee for the services, the County shall compare the negotiated amount to an Independent Cost Estimate.
- The estimated physical scope of this project should include the transportation services to the entire County. If a vendor is only able to provide services to a particular area of the County or certain specific locations, then that must be noted by the vendor in their response. A vendor that is able to provide their services to the entire County is a clear advantage.
- The Vendor should base their qualifications and/or responses on being able to provide their transportation services daily. The ideal time frame would be Monday-Friday 6 A.M. through 6 P.M. and an abbreviated service scope for Saturday and Sunday. If a vendor can provide services for a greater period of time, then the vendor should make clear note of that. If vendor is not able to provide services in that time frame, that will not be a disqualifying factor.
- The County reserves the right to select a firm based upon the County's review of the qualifications and merit. Vendors selected for interview may participate in person or by phone. The County reserves the right to not hold interviews, change the date, time, or deadlines as deemed necessary.
- The County reserves the right to reject any or all RFPs, to waive any informality or irregularity in any RFP receive, and to be the sole judge of the merits of the respective RFPs received.
- The County reserves the right to disregard the criteria set forth below in the RFP when assessing the proposals for the transportation contract.
- The County reserves the right to make its decision in the best interest of the County in its consideration of submitted proposals.

ANTICIPATED SCOPE OBJECTIVES

The Hamilton County Council and Board of Commissioners seeks a vendor to provide public transportation in Hamilton County. The County is seeking responsive countywide curb-to-curb transportation, shared-ride transportation, and connection services to five IndyGo bus stop locations located along the 82nd/86th Street corridor in northern Marion County. We are searching for a vendor to provide reliable public transportation, using a fleet of county-owned vehicles, that is in compliance with all state and Federal regulations.

BASIS OF EVALUATION AND AWARD

Proposals will be checked for compliance with and adherences to all submittal requirements requested in this document for material conformity. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may be rejected from further consideration due to non-responsiveness. All offers must be responsible and responsive. Definition of responsive for submitting parties to this solicitation: (i) All certifications and forms blanks must be filled in (ii) all offered goods and/or services must conform with the Statement of Work requested, unless an alternate but equal request has been submitted for approval; and, (iii) all information required in the request for submissions documents must have been completed and submitted in a sealed envelope to conform with the definition of the term, responsiveness.

Any alteration, erasure, or interlineations of the document may cause the submission to be determined as non-responsive. However, The County reserves the right to accept any offer or to reject any and all offers, or to waive any defect or irregularity found in any offer.

Definition of responsible for the submitting parties to this solicitation: (i) The County may consider among other factors, the Contractors record of integrity, experience, and past performance, its financial status; (ii) the capability to perform the project as stated, or whether the vendor is in default of any contract or other obligation to The County, the Federal, State or Local Government(s).

In arriving at a determination, The County may institute a pre-award survey on any or all vendors. Vendors will be required to cooperate with the pre-award survey team. Failure to cooperate may result in a finding of non-responsibility.

The Vendor will be selected through a qualification-based selection process. Any vendor interested in providing services must submit a Statement of Qualifications (SOQ) and Proposal Response that addresses the following evaluation criteria.

Applicants are encouraged to organize their submissions in such a way as to fulfill the evaluation criteria listed below:

- Quality of the proposal
- Experience of the firm in providing comparable services
- Driver qualifications, training and on-going monitoring

COVER LETTER (1-page), indicating your interest and any unique qualifications that should be taken into consideration.

PROPOSAL CONTENT REQUIREMENTS

At a minimum, the submission should include the following items:

- Cover Letter
- Statement of Qualifications
- Resumes
- References
- Company Background and Information
- Project Understanding and Approach
- Please provide evidence or documentation of the following items in your proposal:

Legal vendor organization name; organization chart with names;

List of applicable licenses and/or certifications;

Over ten (10) years of experience providing transportation services;

Over ten (10) years of experience providing demand-responsive public transportation services to high volumes of riders;

Transportation to connection points in Marion County, Noblesville, IN Buses at minimum;

Maintenance manager on staff to ensure bus repair and maintenance are performed in a timely manner and assist in keeping overall repair and maintenance cost down

Strategic partnerships with private companies to ensure prices for parts are kept reasonable (i.e., a relationship with Michelin for tire repair).

On-site inventory of parts and supplies in stock at all times.

Excellent reputation for public transit according to the Indiana Department of Transportation (INDOT).

Experience with FTA regulations including drug and alcohol compliance.

Experience with Federal grants and the Uniform Guidance (2 CFR 200).

Vendor must have adequate reservationists and dispatchers that are experienced in dealing with all types of transportation issues.

Vendor must provide their estimated average boarding per vehicle, per day, based upon their current inventory of vehicles and their drivers' experience. If vendor has this information for per vehicle, per hour, then the vendor should provide that data, also.

Vendor must provide their percent of shared rides. The County's goal is twenty-five percent (25%) or higher.

Vendor must provide data concerning the amount of missed trips, based on their error or omission, they have experienced in the past five (5) years.

Vendor must provide estimated average wait time as measured from ride-request to pick-up time and estimated average wait time measured from pick-up time until drop-off time at destination. The vendor should use their experience or data from providing transportation services in the County or in a similar environment.

Vendor must provide their estimated average trip duration, distance, and speed based upon their experience or data from providing transportation services in the County or in a similar environment.

Vendor must possess or have the ability to procure scheduling software and devices for communication with drivers, reservationists, and dispatchers – all of these employees should have experience with these types of software and devices.

Vendor and vendor's drivers must have a safety record with none to few accidents/incidents and no major injuries or fatalities within the last five (5) years.

Vendor must have experience transporting individuals with physical, intellectual, and developmental disabilities.

A record of service continuity including during COVID-19.

Vendor must demonstrate excellent on-time performance for demand response transportation

Experience and a proven system with secure handling of transportation fare payments. Payments should be accepted from any of the following, but not solely limited to: cash payments, debit/credit card payments, and/or payments via smart-devices.

Evidence of ability to obtain adequate insurance on vehicles to be leased from the county.

REFERENCES

Please supply a minimum of two referrals and references from clients, other agencies, and owners. The referenced projects should be comparable to the project referenced herein.

PROJECT UNDERSTANDING AND APPROACH

Describe your understanding of the project and provide a business proposal that describes your approach. Identify and discuss any potential problems. Identify and discuss methods to mitigate those problems. Selected vendors shall be required to provide waivers of indemnification in favor of the County concerning any cause of action arising from the vendor's services provided/described herein.

DISADVANTAGED BUSINESS ENTERPRISES

Hamilton County ensures that the Disadvantaged Business Enterprises (DBE's), as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork in its entirety. This procurement is subject to the requirements of 49 CFR part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 5%. DBE participation will likely be required on each task. The DBE participation goal will be determined on a task-by-task basis. The County encourages certified DBE vendors to participate in this solicitation as primary vendors for each discipline. Bidders are required to document sufficient DBE participation to meet this goal or, alternatively, document good faith efforts to do so pursuant to the DBE Participation and DBE Good Faith Efforts Documentation Forms provided in this solicitation. The successful bidder will be required to submit monthly reports documenting progress towards meeting its DBE goal. The report must be an accurate reflection of the committed amount and the actual amount paid to the DBE firm(s). Federal Procurement Regulations establish certain submissions be required from any third-party contract The County enters into with any vendor. In order that The County may be compliant with the Federal Requirements of FTA Circular 4220.1F, each vendor is required to complete and submit as a part of the offer package, completed certifications as defined in this section. The following pages of certifications must be completed and returned with your offer; or vendors must provide affidavits/letters of commitment stating that the vendor understands these requirements and can appropriately meet these requirements when the time comes. If the vendor provides affidavits/letters of commitment stating they understand these requirements, they shall also state their plan of action to become compliant and stay compliant with these requirements. Some portion of these required certifications may/will not be applicable to the contents of the statement of work that is attached to and made a part of this solicitation. However, the offer submitted must contain completed, signed, and sealed (if required) documents. If the document is not applicable, write "N/A" on the face of the document and sign in the appropriate area.

Protest Policy: Any unsuccessful vendor that chooses to challenge the County's selection of a qualified vendor may do so by providing their objection in writing to the Hamilton County Board of Commissioners within five (5) days of the Commissioners entering the contract with the selected qualified vendor. Only unsuccessful vendors that inquired to the County, in writing, and submitted an unsuccessful proposal shall be permitted to object to the Commissioners' selection. Any vendor who did not inquire to the County, in writing, and did not submit a proposal shall not be permitted to object to the Commissioners' selection.

Federal Funding Clauses: The Federal government has certain federal regulations and requirements when a vendor is either funded by federal money for public transportation, is applying for Federal funding for public transportation, or is using Federal funds for operating public transportation. Please see the "Federal Funding Addendum" at the end of this document to ensure your organization is in compliance with the Federal requirements or to determine if your organization could become compliant with the Federal requirements.

RECEIPT OF PROPOSALS

- Firms shall submit a sealed hard copy to the Hamilton County Auditor's office, 33 N. 9th St. #2, Noblesville, IN 46060 before August 7th, 2024 4:00 PM EDT.

- Firms shall, also, submit a sealed electronic copy to kim.rauch@hamiltoncounty.in.gov.

- All digital files should be in a PDF format. All proposals must be submitted no later than 4:00 PM EDT on August 7th, 2021. In the email subject line of the email, the digital responses shall state: "Hamilton County Public Transportation Response."

Federal Funding Addendum

The following requirements apply to contracts utilizing federal funds for operating public transportation services:

FEDERAL FUNDING COMPLIANCE REQUIREMENTS

1. Government Access to Records and Reports. In accordance with 49 CFR §18.36(i), Contractor agrees to provide Hamilton County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR §633.17, to provide the FTA Administrator or his/her authorized representatives, including any Project Management Oversight Provider ("PMOC"), access to Contractor's records and work sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a), which is receiving Federal financial assistance through the programs defined at 49 U.S.C. §5307, 5309 or 5339.

1) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2) Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Contractor agrees to maintain same until Hamilton County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

2. Government-Wide Debarment and Suspension. In accordance with Executive Order 12549, as implemented by 49 CFR Part 29, a person (as defined in 49 CFR Part 49.105) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. As a participant in a federally assisted primary covered transaction (grant recipient), the IPTC is required to obtain a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions" from all lower tier participants including Hamilton County on this Agreement whose Agreement or agreement will exceed \$25,000. Contractor will submit for itself and obtain and submit from all consultants and subcontractors whose Agreements will exceed \$25,000 the certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions" Any Agreement or sub-Agreement executed without such certification will be voidable by Hamilton County.

1) In the event that Contractor has certified prior to award that it is not debarred, suspended, or voluntarily excluded from covered transactions by any Federal Department or agency and such certification is found to be false, this Agreement may be cancelled, terminated or suspended by Hamilton County and Contractor will be liable for any and all damages incurred by Hamilton County as a result of such cancellation, termination or suspension because of such false certification.

2) Contractor will ensure that certifications completed by subcontractors, lower tier subcontractors or suppliers are attached to and incorporated into their subcontracts or agreements.

3. Civil Rights. The following requirements apply to this Agreement:

1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. §12132, and the Federal law at 49 U.S.C. §5332, Contractor agrees that it will not discriminate on the basis of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

i. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

ii. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

4. Subcontracts. Contractor agrees to include these requirements in each consultant contract or subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5. Clean Air Requirements. Contractor and its subcontractors and consultants shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Agreement, Contractor agrees to report such violation to Hamilton County and understands and agrees that Hamilton County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include the requirements of the above clause in each subcontract issued pursuant to this Agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

6. Clean Water Requirements. Contractor and its subcontractors and consultants shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Agreement, Contractor agrees to report such violation to Hamilton County and understands and agrees that Hamilton County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. Contractor also agrees to include the requirements of the above clause in each subcontract issued pursuant to this Agreement exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

7. Changes to Federal Requirements. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the IPTC and the FTA, and the Agreement between Hamilton County and the IPTC, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

8. Anti-Lobbying. In accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. §1601, et seq.], Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Agreement, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.

1) Contractor will submit for itself the form entitled "Certification of Restrictions on Lobbying" and if applicable, the form entitled "Disclosure of Lobbying", and obtain and retain from all consultants and subcontractors whose Agreements will exceed \$100,000 the certification entitled "Certification of Restrictions on Lobbying", and obtain from all consultants and subcontractors, at any tier, whose agreements will exceed \$100,000, and submit to Hamilton County, if applicable, the form entitled "Disclosure of Lobbying".

2) Contractor and its consultants and subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such Contractor, consultants and subcontractors under ¶7.1. An event that materially affects the accuracy of the information reported includes:

- 3) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- 4) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- 5) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

6) Contractor will ensure that certifications completed by lower tier consultants and subcontractors are attached to and incorporated into their Agreements or agreements.

9. False Statements or Claims. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 etseq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying Agreement, Contractor certifies or affirms that the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

1) Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate. Contractor also agrees to include the terms of §8 and §8.1 in each consultant agreement and subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the consultants and subcontractors who will be subject to the provisions.

10. Fly America. Contractor agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in each consultant agreement and subcontract that may involve international air transportation.

11. Energy Conservation. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act. To the extent that Contractor discovers or becomes aware of a violation of these requirements during the course of performing this Agreement, Contractor agrees to report immediately such violation Hamilton County. Contractor also agrees to ensure that its Services performed under the Agreement, including all portions of the Services performed by subcontractors or consultants, shall be in compliance with the energy efficient standards required in the Contract Documents.

12. No Federal Government Obligation to Third Parties. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Hamilton County, IPTC, Contractor, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the Agreement. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. Agreements Involving Federal Privacy Act Requirements. The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under the Agreement: (1) Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement. (2) Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

PUBLIC NOTICES

Request for Proposals for Public Transportation Services (Page 2)
Hamilton County
33 N. 9th St., #21, Noblesville, IN

14. Disadvantaged Business Enterprise Participation

1) DBE Program. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent (10%). The DBE commitment for this Agreement is as stated on the DBE Commitment Form executed by Contractor and on file with Hamilton County. If the total Agreement price is increased as a result of change orders (modifications), the Contractor shall make a good faith effort to achieve a commensurate increase in DBE participation.

2) DBE Obligation. Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Hamilton County deems appropriate, which may include, but is not limited to, (1) withholding this monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph.

3) DBE Modifications or Substitutions. In the event that Contractor wishes to modify its DBE subcontractor commitments, the Contractor must notify Hamilton County in writing and request approval for the modification. Contractor may not, without Hamilton County's prior written consent, terminate for convenience any DBE subcontractor approved by Hamilton County under this Agreement and then perform the work of the subcontract with its own forces. This includes any changes to items of work, material, services or DBE firms which differ from those identified on the DBE Commitment Form on file with Hamilton County. When a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE firm. These good faith efforts must be directed at finding another DBE firm to perform at least the same amount of work under this Agreement as the DBE firm that was terminated or failed to complete its work. Contractor must provide Hamilton County with any and all documents and information as may be requested with respect to the requested substitution. If Hamilton County determines that Contractor failed to make good faith efforts, IPTC will provide the opportunity for administrative reconsideration pursuant to 49 CFR 26.53. As part of this reconsideration, Contractor will have the opportunity to provide written documentation or argument and to meet with a designated Hamilton County official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. A written decision will be sent to Contractor explaining the basis for finding that Contractor did or did not meet the goal or make adequate good faith efforts to do so.

4) Reporting and Recordkeeping. Contractor shall submit documentation concerning Contractor's performance in meeting the DBE commitment during the period of the Agreement. Contractor shall enter into written agreements with the DBEs listed in its DBE Commitment Form or with substitutes which have been approved by Hamilton County. Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which it is listed unless the Contractor obtains written consent from Hamilton County as provided in paragraph (c) above. Unless consent is provided, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Copies of all executed DBE agreements shall be provided to Hamilton County by Contractor immediately upon execution with a duplicate copy furnished to Hamilton County. In addition, thereto, Contractor shall meet the following requirements:

- Submit a work schedule outlining when the DBE subcontractors and material suppliers will commence and complete their services or work under the Agreement within 30 days of Agreement execution.
- Submit monthly reports in a format approved by Hamilton County detailing progress toward meeting the DBE commitment for this project and proofs of payment to Hamilton County. Monthly claims for payment from Contractor will not be processed without submission of these reports and documentation.
- Promptly notify Hamilton County of any situation in which any regularly scheduled progress payment is not made to a DBE.
- Not willfully make any false statements or provide incorrect information as part of its reporting and recordkeeping duties and obligations hereunder. The willful making of false statements or providing of incorrect information is considered a material breach of Agreement and shall entitle IPTC to all remedies and relief as otherwise provided in the case of a contractual breach in accordance with Article XI of the Agreement.

15. Prompt Payment and Retainage. Contractor is required to pay its subcontractors, suppliers and consultants performing services related to this Agreement for satisfactory performance of those services no later than fifteen (15) days following Contractor's receipt of payment for that work from Hamilton County. Contractor may not hold retainage from its subcontractors, suppliers and consultants. Failure to carry out prompt payment is considered a breach of the Agreement. Hamilton County will not reimburse Contractor for work performed by subcontractors, suppliers and consultants unless and until Contractor ensures that all subcontractors, suppliers and consultants are promptly paid. Hamilton County may not award future contracts to Contractors who refuse to pay promptly in accordance with this provision.

16. Incorporation of FTA Terms. All contractual provisions set forth in FTA Circular 4220.1F are incorporated herein by reference and made a part hereof. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Hamilton County requests which would cause Hamilton County to be in violation of the FTA terms and conditions.

17. Default and Termination. If Contractor fails, neglects or is unable to carry out the Work in accordance with the strict requirements of the Contract Documents, Hamilton County may declare Contractor in default and, in addition to any other right or remedy afforded by the Contract Documents, stop, correct and/or carry out the Work after prior written notice to Contractor.

- If Contractor fails to cure any defaults within seven (7) days after receipt of written notice, Hamilton County may, and without prejudice to any other remedy Hamilton County may have, terminate the Contract and finish the Work by whatever method Hamilton County may deem expedient. All claims costs, losses and damages incurred or sustained by Hamilton County in exercising such rights and remedies, including but not limited to delay damages, attorney fees and costs of administration, will be charged against Contractor and Hamilton County shall be entitled to a corresponding decrease in the Contract Price. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Hamilton County.

18. Dispute Resolution. Hamilton County and Contractor are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Hamilton County and Contractor each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. Hamilton County and Contractor will first attempt to resolve disputes or disagreements through discussions between their Authorized Representatives, and if not successful, then through discussions between the party principals. Disputes or disagreements that are not resolved shall, at Hamilton County's sole option, be subject to mediation as a condition precedent to binding dispute resolution. All disputes not resolved by mediation shall be subject to binding arbitration (administered by the American Arbitration Association) or litigation. Hamilton County shall have the sole option of selecting arbitration over litigation as means for binding dispute resolution. All binding dispute resolution proceedings shall be venued in Hamilton County, Indiana.

19. Contract Work Hours and Safety Standards Act

- Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:
 - Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

20. Public Transportation Employee Protective Arrangements. The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

21. Safe Operation of Motor Vehicles

- Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.
- Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

22. School Bus Operations. The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

23. Charter Service. The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(d);
- FTA regulations, "Charter Service," 49 C.F.R. part 604;
- Any other federal Charter Service regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

24. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

25. Notice of Legal Matters. The Contractor must give notice to Hamilton County and FTA of any current or prospective legal matters that may affect the Federal government. This requirement is applicable to all procurement transactions expected to equal or exceed \$25,000.

26. Substance Abuse Requirements. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

27. No Government Obligation To Third Parties. The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - Procure or obtain;
 - Extend or renew a contract to procure or obtain; or
 - Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- See Public Law 115-232, section 889 for additional information.
- See also § 200.471.

29. Trafficking In Persons. The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

30. Federal Tax Liability and Recent Felony Convictions.

- By submitting its proposal, the contractor certifies that it:
 - Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Public Transportation Agency Safety Plan (PTASP) safety language of 49 CFR § 673

The Contractor agrees to establish a Public Transportation Agency Safety Plan (PTASP) program that complies with 49 C.F.R. part 673 as amended. This plan is to reflect the specific safety objectives, standards, and priorities of each transit agency. Each Public Transportation Agency Safety Plan will incorporate SMS principles and methods tailored to the size, complexity, and scope of the public transportation system and the environment in which it operates. The Contracted provider agrees to self-certify annually its compliance with part 673 and to submit the provider's yearly PTASP plan with documented revisions that are signed by the county's governing board of directors or equivalent by March 1st of each year. Plans shall be submitted to the State Oversight Agency, or Agencies in Lieu of a State Safety Oversight (SSO), and the Agency providing 5307 Federal Transit Fund distributions.

This part applies to any State, local governmental authority, and any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53, and permits any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agencies, to inspect the facilities and records associated with its implementation.

TL21687 7/17 1t hspaxlp

TIM

that year and I got to play first base. My baseball hero was Boog Powell, the first baseman for the Baltimore Orioles.

And that was the year I became a boxing fan. My grandpa was a big boxing fan and I remember sitting with him and listening to the Cassius Clay-Sonny Liston rematch. My grandpa was sure that Liston would knock that loudmouth Clay out and when Clay KO'd Liston in the first round – my

From Page A3

grandpa slammed his hand down on the Truetone radio – an old radio that stands about four-feet tall and is the first thing you see when you walk into my house today.

Years later, I ended up boxing a little. Grandpa was long gone by then but I remember telling my best friend right before my first bout – a three-round exhibition – that I wished my grandpa was there to see me.

A few minutes later, after I woke up, I remember being glad he wasn't.

Two cents, which is about how much Timmons said his columns are worth, appears periodically in The Times. Timmons is the chief executive officer of Sagamore News Media, the company that owns The Noblesville Times. He is also a proud Noblesville High School graduate and can be contacted at ttimmons@thetimes24-7.com.



2024

Fall Ball Season

When: August 17th/18th - October 5th/6th, 2024

- 7 game season to be played on weekends
- Weekday games may be scheduled based on interest or in the event of rainouts
- Single-elimination tournament played the weekend of Oct. 5 & 6

Where: Noblesville Babe Ruth Facility - Logan and Emmerson Fields Forest Park, Noblesville

Who: Everyone - 7th-8th Grade and 9th-12th Grade (based on 2024-2025 School Year Enrollment)

- 7th - 8th Grade Rec League
- 9th - 12th Grade Rec League
- * **Note:** Post HS players are not eligible for Fall Ball
- There is no Travel Division for the 2024 Fall Ball season

Cost: \$90 per individual registration (plus processing fee applied at check out)

- * **Note:** Registration does not include jersey or hat. Teams are free to choose their own jerseys/hats (if desired), but the cost is not included with the registration fee.

How Do I Register?

www.noblesvillebaberuthbaseball.com

↓ BETSY

From Page A1

was no small task. Haas worked with costumer Addie Taylor on previous shows and approached her to head up the costumes. While Taylor was hesitant to take on the huge responsibility, she and Haas started looking for options right away. "We borrowed or rented a large number of costumes and props from other groups who have previously produced the show," such as Grace Church and Midwest Academy in Carmel," Haas said. And some items that couldn't be found were purchased.

The result: More than five dozen kids in adorable costumes.

She calls "Beauty and the Beast Jr." a "dream show" for these young actors. Part of the excitement for the kids comes from being involved in a familiar musical.

"They did know most of the songs already coming into the show," she said. "Home," "Be Our Guest" and "Beauty and the Beast" may be the most familiar songs in the show.

On the downside, knowing the songs has presented some challenges when the cast worked on harmonies, "because they already have a strong connection to the basic melodies of each song," Haas said. "Because of that, we have chosen to primarily focus on the melodies and not worry so much about harmonies so the cast is more confident in their singing."

Being that the set involves so many different scene locations - a forest, town square, multiple rooms in a castle, a tavern -- one of the parents, Matthew Steele, came up with an idea to create large rotating panels with backgrounds representing the various scenes. Haas said they tried to keep the furniture and set decor to a minimum since the scenes are often quite short due to the fact that this is a junior edition show.

Haas, who took a break from directing in 2023 after having directed four full-length youth shows since 2022, has offered to

Want TO GO?

What: Hamilton County Theatre Guild and The Belfry Theatre Apprentice Players present the summer youth production, Disney's "Beauty & The Beast Jr."

When: 7:30 p.m. today (Wednesday), Thursday and Friday; 2 p.m. Saturday and Sunday, July 24-29.

Where: Noblesville First United Methodist Church, 2051 Monument St., Noblesville

How much: \$15 for all tickets.

For tickets: www.thebelfrytheatre.com, 317-773-1085.

help with next summer's Belfry Apprentice Players production of "The Wizard of Oz" musical for ages 5-12, plus she will co-direct The Belfry's Fall Break Theater Camp at Noblesville First UMC in October for the second year.

She started acting in high school and started directing at Midwest Academy in Carmel, where her oldest son, who is on the autism spectrum, was a student there. Haas has a background in psychology and early childhood education. Add that to her theater experience, she was asked to work with the Academy students in turning their literature they were reading into plays as both a writing exercise as well as a way to work on the skills of identifying facial expressions, body language and tone of voice, "skills that can be difficult for someone on the spectrum." When the Academy decided to do an all-school musical each year, Haas was asked to direct their first show

along with the music teacher. The next year, she was hired as a drama teacher for the school. She stepped down after two years but continued as a volunteer and directed the Academy's musicals for six years, including writing two of the shows with other teachers at the school.

Haas encourages the community to come see "Beauty and the Beast Jr." in person "as it is a totally different experience from watching it on a TV or movie screen. "This cast is absolutely delightful, and I am so proud of them for how hard they have worked to bring this show to life."

Haas said, "The music is memorable, the characters interesting and loveable, the story timeless."

-Betsy Reason writes about people, places and things in Hamilton County. Contact The Times Editor Betsy Reason at betsy@thetimes24-7.com.

MEET THE CREW

Director, Tanya Haas; assistant director, Mason Yeater; vocal director, Kristin Cropper; producer, Katie Ohning; stage manager, Kristin Buchanan-Schwanke; technical director, Beck Buchanan-Schwanke; costume lead, Addie Taylor; costume assistant, Phyllis Hyman; set construction lead, Matthew Steele; set construction assistants, Charles Olmstead and Kent Ober; lights, Ethan Pierce; sound, Maeby Neaves; stage crew, Tryceton Davis, Austin Mitchell, Khloe Mullins, Andrew Ohning, Adelyn Sjoberg and Grace Weaver; choreographer assistant, Claire Whitcomb.

Hamilton County 4-H Fair



Hamilton County 4-H'ers in the Harey Hoppers Rabbit Club sell special rabbit lollipops to kid visitors at the Hamilton County 4-H Fair.



Visitors to the Hamilton County 4-H Fair look at the 4-H Poultry in the Small Animal Barn.



Visitors to the Hamilton County 4-H Fair can see all kinds of small animals, including Pygmy goats (above) and poultry and rabbits in the Small Animal Barn.

The Times photos by Betsy Reason

<p>SOLD!</p> <p>839 PEBBLE BROOK PLACE NOBLESVILLE This charming home on Pebble Brook Golf Course sits on just over half an acre at the end of a cul-de-sac. 4BR, 2BA, 2 half BA, 3-car garage, finished basement. Listed at \$629,900</p>	<p>NEW LISTING/PENDING!</p> <p>7158 SUMMER OAK DRIVE NOBLESVILLE Lovely home on beautiful lot in Oakmont, 4BR, 2BA, 2 half baths, freshly painted, finished basement, updated kitchen. Listed at \$480,000</p>	<p>NEW LISTING!</p> <p>120 NAKOMIS STREET NOBLESVILLE Unique property situated on .45 acres with access to White River, featuring 3BR, 1.5BA, this gem has endless potential. Listed at \$149,900</p>
<p>PENDING!</p> <p>18877 PRAIRIE CROSSING DRIVE NOBLESVILLE Over 2,700 square feet of living space in this 4BR, 2.5BA home in the heart of Noblesville. New flooring, HVAC, roof, water heater. Home is move-in ready! Listed at \$334,900</p>	<p>POPULAR SOUTH HARBOUR!</p> <p>102 PIN OAK COURT NOBLESVILLE Custom-built brick ranch with finished basement, sits on a wooded, tree-lined lot, with 3BR, 2BA. Updated kitchen. Listed at \$343,900</p>	<p>SOLD!</p> <p>6939 TROPHY LANE NOBLESVILLE Carefree living in popular Willow Lake. 2BR, 2.5BA, huge great room with fireplace. sunroom overlooks deck and pond. Listed at \$354,900</p>

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