

# Agenda Memo

Friday, November 13, 2020 9:23 AM

## Approval of Claims

*The Claims are included in the packet.*

## Minutes

*The minutes for the 11-9-20 Board of Commissioners are included in the packet.*

## Public Hearing: Text Amendment to Local Street Standards

*The Plan Commission has forwarded a favorable recommendation for updated street standards. The packet includes the proposed street standards. A public hearing is required prior to the Commissioners' consideration to adopt the standards.*

## Consider for Adoption: Ordinance 2020-45 Adopting Text Amendment for Subdivision Control Ordinance

*The Commissioners may adopt the street standards after the public hearing.*

## Public Hearing: Montgomery County Highway Superintendent v. Caleb Thayer

### Failure to Comply with Notice to Correct

*Mr. Thayer has been sent a Notice to Correct to remove a dirt bike track in the right of way. The track has not been removed. The Commissioners will hold a public hearing and then may issue an Order to remove the obstruction and to issue a fine.*

## New Business

### Open Annual Highway Department Bids

*The annual bid for materials for the Highway Department will be opened.*

### Approval of Montgomery County Sign Replacement Proposal

*The County Engineer is recommending that HWC be hired to assist with the completion of the application for federal aid to replace signs along certain roads in the County. The contract is for \$500.*

### Approval of Conner Excavating Agreement

*Agreement is for the construction of an access road to the Landfill.*

### Approval of AFCS Agreement

*The County Treasurer, Heather Laffoon, is recommending a new contract with AFCS for the collection of delinquent property taxes. The contract will be effective on January 1, 2021.*

### Approval of Metronet Agreement

*The Health Department will be moving to a new facility for 2021. The new facility requires internet service. The agreement is for \$129.95 per month. The I.T. Budget is recommended to be used for this expense.*

## Resolutions

### Resolution 2020-24: Approving Interlocal Agreement with the Regional Sewer District

*The agreement provides that the County Engineer will conduct inspections of sewer connections on behalf of the District. The District will pay the County \$50 per inspection.*

### Resolution 2020-25: Approving Equipment Lease with Tri-County Bank and Trust

***The Board of Commissioners have awarded the lease purchase quote for two dump trucks to Tri-County Bank and Trust. The Bank has requested that the Board of Commissioners adopt this Ordinance as part of the agreement.***

## **Ordinances**

Introduction: Ordinance 2020-41 Creating the 2020 IPEP Safety Grant Fund

***Establishes a new fund for an IPEP Safety Grant.***

Introduction: Ordinance 2020-42 Creating the 2021 Probation/Drug Court Recidivism Reduction Program Grant Fund

***Establishes a new fund for a DOC FY2021 Grant.***

Introduction: Ordinance 2020-43 Creating the FY2021 Community Corrections & Justice Reinvestment Grant Fund

***Establishes a new fund for a DOC Grant.***

Introduction: Ordinance 2020-44 Amending Composition of the Employee Roster & Pay Schedule (ERPS) Review Committee

***Amends the composition of the Employee Roster and Pay Schedule (ERPS) Review Committee to consist of two Council Members and one Commissioner.***

2nd Reading: Ordinance 2020-39-Amending Employee Handbook Terms regarding Overtime

***Clarifies the eligibility for police overtime.***

2nd Reading: Ordinance 2020-40-Amending Employee Handbook Adding Bereavement Leave

***Establishes a bereavement policy in the Employee Handbook. Employees will be provided: 5 days of leave for the death of an immediate family member, 3 days for other family members such as a grandparent and 1 day for relatives such as an aunt or uncle. Supervisors may allow additional time as necessary.,***

# Agenda

Thursday, November 12, 2020 1:34 PM

**AGENDA**  
**Montgomery County Board of Commissioners Meeting**  
**November 23, 2020**  
**8 am**  
**100 East Main Street - Room 103**  
**Crawfordsville, IN 47933**

**Call to Order: Board President Jim Fulwider**

**Pledge of Allegiance and Prayer**

**Consent Agenda**

[Approval of Claims](#)

November 9, 2020 to November 23, 2020

[Minutes](#)

November 9, 2020

[Public Hearing: Text Amendment to Local Street Standards](#)

[Consider for Adoption: Ordinance 2020-45 Adopting Text Amendment to Subdivision Control Ordinance](#)

[Public Hearing: Montgomery County Highway Superintendent v. Caleb Thayer](#)

Failure to Comply with Notice to Correct

**Old Business**

**New Business**

[Open Annual Highway Department Bids](#)

[Approval of Montgomery County Sign Replacement Proposal](#)

[Approval of Conner Excavating Agreement](#)

[Approval of AFCS Agreement](#)

[Approval of MetroNet Business Agreement](#)

**Resolutions**

[Resolution 2020-24: Approving Interlocal Agreement with the Regional Sewer District](#)

[Resolution 2020-25: Approving Equipment Lease Agreement with Tri-County Bank & Trust Co.](#)

**Ordinances**

[Introduction: Ordinance 2020-41 Creating the 2020 IPEP Safety Grant Fund](#)

[Introduction: Ordinance 2020-42 Creating the 2021 Probation/Drug Court Recidivism Reduction Program Grant Fund](#)

[Introduction: Ordinance 2020-43 Creating the FY2021 Community Corrections & Justice](#)

[Reinvestment Grant Fund](#)

[Introduction: Ordinance 2020-44 Amending Composition of the Employee Roster & Pay Schedule \(ERPS\) Review Committee](#)

[2nd Reading: Ordinance 2020-39-Amending Employee Handbook Terms regarding Overtime](#)

[2nd Reading: Ordinance 2020-40-Amending Employee Handbook Adding Bereavement Leave](#)

**Other Business**

**Adjournment**

\*Agenda subject to change\*

Next Regular Meeting: December 7, 2020 @ 8 am

Next Resolution 2020-26

Next Ordinance 2020-46

*Montgomery County acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. In order to assist individuals with disabilities who require special services (i.e. sign interpretive services, alternative audio/visual devices, and amanuenses) for participation in or access to County sponsored public programs, services, and/or meetings, the County requests that individuals makes requests for these services forty-eight (48) hours ahead of the scheduled program, service, and/or meeting. To make arrangements, contact ADA/Title VI Coordinator Lori Dossett @ 765-361-2623*



# Claims - AP

Friday, November 20, 2020 3:40 PM

# Docket Voucher Register (Cumulative)

Begin Date: 11/10/2020  
End Date: 11/23/2020

Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
			0520800-IN	001	C	028831	1216.24201.000.0002	A E Boyce Company INC	435.00	PAPER & BINDERS
			INV209584	001	C	029050	1000.24201.000.0011	Adams Remco Inc	60.47	COPIER CLICKS
			MCPD102020	001	C	029028	2100.30051.000.0235	Adriana Deck	120.00	INTERPRETER
			101411	001	C	029005	1000.30118.000.0380	Advanced Correctional Healthca	22,938.56	DEC 2020
			10262959	001	C	028972	1176.33450.000.0529	Ahw Llc	31.64	ELBOW FITTING
			12933	001	C	028832	1216.30050.000.0002	Alc	500.00	AIC VIRTUAL CONF
			11092020	001	C	029051	4900.33500.000.0303	Alayna McNulty	8.33	SEMINAR LUNCH
			11062020	001	C	028833	1000.30042.000.0104	Alice's Restaurant	900.00	FOOD ELECTIONS
			Election 2020	001	C	028907	1000.11614.000.0104	Allyson Barton	90.00	Poll Worker
			280740	001	C	029048	5100.00018.000.0000	American Fam Life Assurance	2,168.76	NOV 2020
			25338	001	C	029029	1170.33500.000.0005	American Polygraph Association	150.00	RENEWAL
			132597	001	E	111620	1135.60005.000.0529	American Structurepoint Inc	2,895.90	SEPT 2020
			Election 2020	001	C	028908	1000.11314.000.0104	Ann Stanley	120.00	Early voting
			Election 2020	001	C	028908	1000.11614.000.0104	Ann Stanley	90.00	Poll Worker
			Election 2020	001	C	028909	1000.11314.000.0104	Annie Fisher	45.00	Early voting
			32195	001	C	029052	1000.12050.000.0068	Apex Benefit Group, Inc	9,733.51	KINETIQ HEALTH
			118680	001	C	028834	1000.30075.000.0313	Arab	55.00	NOV 2020
			118721	001	C	029053	1000.30083.000.0380	Arab	270.00	NOV 2020
			80132246633	001	C	028973	1169.44235.000.0529	Asphalt Materials Inc	12,998.88	BITUMINOUS
			7653623300	001	C	028835	4900.30050.000.0303	At & T	274.70	MONTHLY BILL
			10192020	001	C	028836	1170.30017.000.0005	At & T Mobility	4,374.20	AIRCARDS
			287283197949X11012020	001	C	028837	1000.21860.000.0104	At & T Mobility	146.20	WIFI
			2609054153	001	C	029030	1170.30100.000.0005	Auto Zone	24.89	HEADLIGHTS
			2609061285	001	C	029030	1170.30100.000.0005	Auto Zone	49.99	HEADLIGHTS
			2609052707	001	C	029030	1170.30100.000.0005	Auto Zone	59.98	WIPER BLADES
			2609007888	001	C	029030	1170.30100.000.0005	Auto Zone	47.27	GAUGE & HOSE
			1845	001	C	029054	4899.30050.000.0701	BCS Management, INC	744.93	OCT 2020 WEBSITI
			1846	001	C	029054	4899.30050.000.0701	BCS Management, INC	3,987.55	OCT 2020 PROJEC
			64992	001	C	028974	1135.60028.000.0529	Bear Longest & Neff Llc	2,132.00	BRIDGE 114
			Election 2020	001	C	028910	1000.11614.000.0104	Beverly Perry	90.00	Poll Worker
			11012020	001	C	029055	1170.11245.000.0005	Blaine Gillan	240.00	MERIT BOARD DEC
			NC1001568708	001	C	029006	1000.20007.000.0380	Bob Barker Co Inc.	148.20	TROUSER/SHIRTS
			149005	001	C	028975	1176.33450.000.0529	Booth Machinery Sales Inc	133.84	KUBOTA
			NOV 2020	001	C	028976	1176.30028.000.0529	Brenda Clawson	300.00	CLEANING
			11042020	001	C	029056	1000.30230.000.0061	Capper Tulley & Reimondo	4,869.00	LEGAL SERVICES

Financial System

11/20/2020 11:16 AM by dbusse

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# Docket Voucher Register (Cumulative)

Begin Date: 11/10/2020  
End Date: 11/23/2020

Montgomery County

PO		Budget		Vendor Name	Check	Account Code	Bank	Amount	Description	Check Total
Prerun Date	PO	Mode	Invoice							
			101935		C	029007 1000.20001.000.0380	001	134.40	CHEERY BOMBS	71,168.20
			AR36936		C	028838 1000.30016.000.0202	001	73.96	080220-11012020	71,242.16
			10001-001		C	029057 1000.30035.000.0068	001	3,027.84	NOV 2020	74,270.00
			10090-002		C	029057 1000.30035.000.0068	001	12,333.18	NOV 2020	86,603.18
			10090-003		C	029057 1000.30035.000.0068	001	42.88	NOV 2020	86,646.06
			17096-001		C	029057 1000.30035.000.0068	001	557.54	NOV 2020	87,203.60
			17096-002		C	029057 1000.30035.000.0068	001	72.01	NOV 2020	87,275.61
			13197-001		C	029057 1000.30035.000.0068	001	415.03	NOV 2020	87,690.64
			1020673016		C	029008 1000.20004.000.0380	001	441.00	BREADMILK	88,131.64
			1020674044		C	029008 1000.20004.000.0380	001	349.60	BREADMILK	88,481.24
			1020674800		C	029008 1000.20004.000.0380	001	310.00	BREADMILK	88,791.24
			0920672174		C	029008 1000.20004.000.0380	001	145.10	BREADMILK	88,936.34
			1056079		C	028977 1176.23523.000.0529	001	586.84	HOSE FITTING ETC	89,523.18
			2125667		C	028978 1176.21000.000.0529	001	499.50	DEF BULK	90,022.68
			2358195		C	028978 1176.23000.000.0529	001	14,366.33	PDX 4	104,389.01
			20364002020 OCT		C	028978 1176.23000.000.0529	001	1,856.97	OCT 2020 FUEL	106,245.98
			10312020		C	029031 1170.21000.000.0005	001	6,787.32	OCT 2020 FUEL	113,033.30
			5152		C	029032 1188.22010.000.0008	001	23.29	FUEL OCT 2020	113,056.59
			4562		C	029032 1188.22010.000.0008	001	22.60	FUEL OCT 2020	113,079.19
			5487		C	029033 9166.21000.000.0235	001	30.98	OCT 2020 FUEL	113,110.17
			2020-25		E	111820 4899.30050.000.0701	001	1,406.25	OCT 2020	114,516.42
			4065349377		C	028979 1176.13002.000.0529	001	342.96	UNIFORMS	114,859.38
			4066089102		C	028979 1176.13002.000.0529	001	328.34	UNIFORMS	115,187.72
			4066671502		C	028979 1176.13002.000.0529	001	337.84	UNIFORMS	115,525.56
			4058602014		C	028979 1176.30028.000.0529	001	66.00	ULTRACLEAN	115,591.56
			56870		C	028980 1176.33450.000.0529	001	624.89	CABLE ASSY	116,216.45
			56874		C	029004 1176.33450.000.0529	001	207.08	SHAFT/SPROCKET	116,423.53
			M DOWNING		C	029100 5100.00024.000.0000	001	225.06	DDCIR-GARN	116,648.59
			5201154		C	028839 1000.30115.000.0271	001	1,143.00	APPEAL N.J.	117,791.59
			8529 20 078 0169950		C	029058 1000.30035.000.0068	001	129.64	COMCAST	117,921.23
			8529 20 078 0167616		C	029058 1000.30035.000.0068	001	187.51	XFINITY	118,108.74
			N663992		C	029009 1000.20001.000.0380	001	732.51	MISC SUPPLIES	118,841.25
			GS-2598103120		C	029059 2100.30152.000.0235	001	3,230.25	UDS	122,071.50
			K Sandusky		C	029101 5100.00024.000.0000	001	50.00	DDCIR-GARN	122,121.50
			10125		E	111220 4976.50000.000.0005	001	661.00	302020 LAW ED	122,782.50

# Docket Voucher Register (Cumulative)

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End Date: 11/23/2020

Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
92027				001	C	029010	1000.20001.000.0380	1,202.73	MISC SUPPLIES	123,985.23
91828				001	C	029010	1000.20001.000.0380	126.42	DISH DETERGENT	124,111.65
51308000				001	C	028840	1000.30035.000.0068	53.31	091820-102120	124,164.96
51285500				001	C	028840	1000.30035.000.0068	69.47	091820-102120	124,234.43
51245200				001	C	028840	1000.30035.000.0068	33.61	091620-10162020	124,268.04
20-3070				001	C	029034	1189.33010.000.0004	30.00	010220-6302020	124,298.04
56874				001	C	028981	1176.33450.000.0529	207.08	SHAFT SPROCKET	124,505.12
11012020				001	C	029060	1170.11245.000.0005	240.00	MERIT BOARD DEC	124,745.12
110420				001	E	111221	1134.60001.000.0529	3,700.00	2019 & 2020	128,445.12
11062020				001	C	028841	1000.11104.000.0104	300.00	BOARD MEMEBER	128,745.12
11012020				001	C	029061	1170.11245.000.0005	240.00	MERIT BOARD DEC	128,985.12
11052020				001	C	028842	1000.30114.000.0271	400.00	PD COMMISSION	129,385.12
Election 2020				001	C	028911	1000.11314.000.0104	45.00	Early voting	129,430.12
Election 2020				001	C	028911	1000.11614.000.0104	100.00	Poll Worker	129,530.12
Election 2020				001	C	028912	1000.11314.000.0104	45.00	Early voting	129,575.12
Election 2020				001	C	028913	1000.11314.000.0104	45.00	Early voting	129,620.12
1757992				001	C	028982	1176.30139.000.0529	989.50	TESTING	130,609.62
1477				001	C	028843	1000.30500.000.0202	38.10	MONITOR STAND	130,647.72
96				001	C	028844	1000.30050.000.9616	15,200.00	OCT 2020	145,847.72
1453				001	C	028844	1000.44500.000.9616	127.60	POWER STRIP	145,975.32
1277				001	C	028844	1000.44500.000.9616	287.49	BROTHER PRINTE	146,262.81
Election 2020				001	C	028914	1000.11314.000.0104	540.00	Early voting	146,802.81
Election 2020				001	C	028915	1000.11314.000.0104	195.00	Early voting	146,997.81
Election 2020				001	C	028915	1000.11614.000.0104	90.00	Poll Worker	147,087.81
Election 2020				001	C	028916	1000.11614.000.0104	90.00	Poll Worker	147,177.81
Election 2020				001	C	028917	1000.11614.000.0104	90.00	Poll Worker	147,267.81
11032020				001	C	029062	1000.21001.000.0380	12.17	WENDYS	147,279.98
1102020				001	C	029062	1000.21001.000.0380	12.72	SUBWAY	147,292.70
11042020				001	C	029062	1000.21001.000.0380	10.47	CULVERS	147,303.17
INCRA132446				001	C	028983	1176.23523.000.0529	4.15	GARAGE SUPPLIE	147,307.32
Election 2020				001	C	028918	1000.11614.000.0104	90.00	Poll Worker	147,397.32
32903				001	C	029063	1000.30035.000.0068	1,500.42	NOV 2020	148,897.74
2156053				001	C	029064	4899.30160.000.0701	51,105.75	09/12-10172020	200,003.49
11-27-400-012.001-025				001	C	028826	1000.50010.000.0002	76.11	17T	200,079.60
Election 2020				001	C	028919	1000.11314.000.0104	135.00	Early voting	200,214.60

# Docket Voucher Register (Cumulative)

Begin Date: 11/10/2020  
End Date: 11/23/2020

Montgomery County

PO	Prerun Date	PO	Mode	Invoice	Bank	Check	Budget	Account Code	Vendor Name	Amount	Description	Check Total
				Election 2020	001	C 028919	1000.11614.000.0104	Gary Harrison	90.00	Poll Worker		200,304.60
				202206	001	C 028984	1176.33128.000.0529	Gasoline Equip	3,367.73	SOFTWARE UPGR		203,672.33
				Election 2020	001	C 028920	1000.11314.000.0104	Glenn Williams Iii	120.00	Early voting		203,792.33
				Election 2020	001	C 028920	1000.11314.000.0104	Glenn Williams Iii	240.00	Early voting		204,032.33
				NOV 2020	001	C 028845	1000.30115.000.0271	Goebel Law Offices	3,000.00	PD CONFLICT		207,032.33
				206018698	001	C 029011	1000.20004.000.0380	Gordon Food Service	4,556.41	MEALS		211,588.74
				205865536	001	C 029011	1000.20004.000.0380	Gordon Food Service	3,570.45	MEALS		215,159.19
				205865541	001	C 029011	1000.20004.000.0380	Gordon Food Service	104.68	MISC SUPPLIES		215,263.87
				9710685273	001	C 028985	1176.23572.000.0529	Grainger	174.80	HARD HATS		215,438.67
				1585829	001	C 029012	1000.20003.000.0380	Green Guard	43.25	medical supplies		215,481.92
				00548728	001	C 029049	5100.00016.000.0000	Guardian	7,574.87	DEC 2020		223,056.79
				29292	001	C 029013	1000.44500.000.0007	Hay-bush Mechanical	175.00	MORGUE REPAIR		223,231.79
				NOV 2020	001	C 028946	1000.30115.000.0271	Henthorn Harris & Weliever Pc	2,500.00	PD CONFLICT		225,731.79
				11052020	001	C 028947	1000.30114.000.0271	Hubert Danzebrink	400.00	PD COMMISSION		226,131.79
				Election 2020	001	C 028921	1000.11614.000.0104	Hunter Conrad	90.00	Poll Worker		226,221.79
				2020-222-S-00001	001	C 028948	1138.30191.000.0068	Hwc Engineering	2,550.00	9/28-10/25/2020		228,771.79
				SI-883550	001	C 028986	1176.23572.000.0529	Icc Business Products	682.56	MASKS		229,454.35
				SI-864988	001	C 028986	1176.23572.000.0529	Icc Business Products	499.50	MASKS		229,953.85
				SI-883549	001	C 028987	1176.23572.000.0529	Icc Business Products	682.56	HAND SANITIZER		230,636.41
				SI-866591	001	C 028987	1176.23572.000.0529	Icc Business Products	157.42	MASK/SANITIZER		230,793.83
				SI-882442	001	C 029014	1000.24201.000.0009	Icc Business Products	374.58	MISC SUPPLIES		231,168.41
				10142020	001	C 029065	1000.30350.000.0011	IEEA	135.00	IEEA DUES		231,303.41
				3013	001	C 029035	1170.33500.000.0005	Ind Assoc Of Chiefs Of Police	120.00	TESTS MANUAL		231,423.41
				1010-210005586023	001	C 029066	1000.30035.000.0068	Indiana American Water Co.	57.64	100920-11102020		231,481.05
				1010-210005585747	001	C 029066	1000.30035.000.0068	Indiana American Water Co.	1,054.01	100920-11102020		232,535.06
				1010-210006523643	001	C 029066	1176.30035.000.0529	Indiana American Water Co.	190.16	100920-11102020		232,725.22
				1010-220023096433	001	C 029066	1176.30035.000.0529	Indiana American Water Co.	57.64	100920-11102020		232,782.86
				2020-10P-W3	001	C 029015	1170.32100.000.0005	Indiana Labor Law Poster Servi	99.50	2021 POSTERS		232,882.36
				3949214	001	C 028949	4900.30050.000.0303	Indiana Office Of Technology	118.41	OCT 2020		233,000.77
				3942397	001	C 028950	1000.30083.000.0380	Indiana Office Of Technology	118.41	OCT 2020		233,119.18
				14423480	001	C 028951	1000.30036.000.0068	Indiana Paging Network	24.06	DEC 2020		233,143.24
				OCT 2020	001	C 029067	7457.50000.000.0001	Indiana State Police	315.00	AUG-OCT 2020		233,458.24
				10302020	001	C 029068	1000.21001.000.0380	Inez Welmer	11.87	ARBY'S		233,470.11
				10282020	001	C 029068	1000.21001.000.0380	Inez Welmer	12.73	ARBY'S		233,482.84
				10272020	001	C 029068	1000.21001.000.0380	Inez Welmer	11.76	CULVERS		233,494.60

Financial System

11/20/2020 11:16 AM by dbusse

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# Docket Voucher Register (Cumulative)

Begin Date: 11/10/2020  
End Date: 11/23/2020

Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
10292020				001	C	029068 1000.21001.000.0380	Inez Weimer	23.09	APPLEBEES	233,517.69
339_2020_10				001	C	028852 1000.30200.000.0003	Invoice Cloud	65.00	OCT 2020	233,582.69
Election 2020				001	C	028922 1000.11314.000.0104	Ivette De Assis-Wilson	120.00	Early voting	233,702.69
Election 2020				001	C	028923 1000.11314.000.0104	Jacquelyn Denhart	45.00	Early voting	233,747.69
Election 2020				001	C	028924 1000.11614.000.0104	Jaden Clark	90.00	Poll Worker	233,837.69
Election 2020				001	C	028925 1000.11614.000.0104	Jaliden Barber	90.00	Poll Worker	233,927.69
11062020				001	C	028853 1000.30043.000.0104	James Stytle	300.00	ELECTION DAY	234,227.69
Election 2020				001	C	028926 1000.11614.000.0104	Jamie Shillings	90.00	Poll Worker	234,317.69
Election 2020				001	C	028927 1000.11314.000.0104	Janet Zachary	60.00	Early voting	234,377.69
Election 2020				001	C	028967 1000.11314.000.0104	Jared McKinney	90.00	poll worker	234,467.69
Election 2020				001	C	028928 1000.11314.000.0104	Jerilyn Yerkes	60.00	Early voting	234,527.69
Election 2020				001	C	028929 1000.11614.000.0104	Jesse Hall	90.00	Poll Worker	234,617.69
11092020				001	C	029069 4900.33500.000.0303	Jessica Bowden	9.47	SEMINAR LUNCH	234,627.16
11092020				001	C	029069 4900.33500.000.0303	Jessica Bowden	27.20	SEMINAR MILEAGE	234,654.36
Election 2020				001	C	028930 1000.11314.000.0104	Jessica Short	45.00	Early voting	234,699.36
Election 2020				001	C	029095 1000.11314.000.0104	Jessica Short	90.00	poll worker	234,789.36
Election 2020				001	C	028931 1000.11314.000.0104	Jessica Velasquez	480.00	Early voting	235,269.36
11062020				001	C	028854 1000.11614.000.0104	Joe Denbo	60.00	RECEIVING TEAM	235,329.36
196651				001	C	029016 1000.33500.000.0380	John E Reid & Assoc Inc	640.00	TRAINING	235,969.36
11052020				001	C	028855 1000.30114.000.0271	John Wyatt	400.00	PD COMMISSION	236,369.36
Election 2020				001	C	028932 1000.11614.000.0104	Joshua Hacker	90.00	Poll Worker	236,459.36
001951000006				001	C	029017 1000.32100.000.0312	Journal Review	163.00	2021 SUBSCRIPT	236,622.36
0010284-000049				001	C	029036 2100.32100.000.0235	Journal Review	163.00	YEARLY SUBSCRIP	236,785.36
10072020				001	C	028829 1000.21860.000.0104	Jpmorgan Chase Commercial Card	30.16	SANITIZER QTIPS	236,815.52
10232020				001	C	028829 1000.21860.000.0104	Jpmorgan Chase Commercial Card	237.50	PRINTING VOTING	237,053.02
10142020				001	C	028829 1000.21860.000.0104	Jpmorgan Chase Commercial Card	375.00	PRINTING VOTING	237,428.02
10102020				001	C	028829 1000.21860.000.0104	Jpmorgan Chase Commercial Card	277.20	ENVELOPES VOTII	237,705.22
10202020				001	C	028829 1000.21860.000.0104	Jpmorgan Chase Commercial Card	177.56	SANITIZER ENVEL	237,882.78
71822				001	C	028829 1000.24201.000.0007	Jpmorgan Chase Commercial Card	50.26	STAPLES	237,933.04
10162020				001	C	028829 1000.24201.000.0660	Jpmorgan Chase Commercial Card	55.77	QUILL	237,988.81
10072020				001	C	028829 1000.24201.000.0660	Jpmorgan Chase Commercial Card	7.38	QUILL	237,996.19
10072020				001	C	028829 1000.24201.000.0660	Jpmorgan Chase Commercial Card	123.13	QUILL	238,119.32
10082020				001	C	028829 1000.24201.000.0660	Jpmorgan Chase Commercial Card	11.32	QUILL	238,130.64
9102				001	C	028829 1000.24201.000.9655	Jpmorgan Chase Commercial Card	300.00	SCOTTS SEPTIC	238,430.64
ADB134952249				001	C	028829 1000.24201.000.9655	Jpmorgan Chase Commercial Card	119.88	ADOBE SUPPLIES	238,550.52

# Docket Voucher Register (Cumulative)

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Montgomery County

PO		Budget		Amount		Check Total				
Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
			01993	001	C	028829	1000.24201.000.9655	107.95	FRONTLINE SUPPL	238,658.47
			INV202032031	001	C	028829	1000.24204.000.0201	331.90	PINNACLE	238,990.37
			8180529002	001	C	028829	1000.30083.000.0068	91.48	SHRED IT	239,081.85
			9439691733	001	C	028829	1000.30083.000.0068	91.32	SHRED IT	239,173.17
			5543700283042000	001	C	028829	1000.30100.000.0313	99.94	ADVANCED AUTO	239,273.11
			157015	001	C	028829	1000.30100.000.9655	48.07	YORK	239,321.18
			418525941	001	C	028829	1000.30800.000.0002	606.24	DELUXE	239,927.42
			10761060	001	C	028829	1000.30800.000.0068	21.82	QUILL	239,949.24
			10062020	001	C	028829	1000.32100.000.0660	44.00	REI PAYMENT CTR	239,993.24
			10062020	001	C	028829	1000.32100.000.0660	44.00	REI PAYMENT CTR	240,037.24
			09292020	001	C	028829	1000.32100.000.0660	44.00	REI PAYMENT CTR	240,081.24
			1369180	001	C	028829	1000.44400.000.9616	2.00	JOINK	240,083.24
			1322542	001	C	028829	1000.44400.000.9616	1,349.22	METRONET	241,432.46
			849732398	001	C	028829	1000.44430.000.9616	275.13	AT & T	241,707.59
			765364635010	001	C	028829	1000.44430.000.9616	2,183.57	AT & T	243,891.16
			765362731509	001	C	028829	1000.44430.000.9616	639.37	AT & T	244,530.53
			765Z90018009	001	C	028829	1000.44430.000.9616	1,180.67	AT & T	245,711.20
			765Z90010609	001	C	028829	1000.44430.000.9616	1,157.98	AT & T	246,869.18
			287283723489	001	C	028829	1000.44430.000.9616	4,017.13	FIRSTNET	250,886.31
			17340287732871372	001	C	028829	1159.20010.000.0610	2,879.71	SANOFI	253,766.02
			17340287732871372	001	C	028829	1159.20011.000.0610	76.78	SANOFI	253,842.80
			17340287732871372	001	C	028829	1159.20011.000.0610	452.55	SANOFI	254,295.35
			17340289732895070	001	C	028829	1159.20011.000.0610	153.57	SANOFI	254,448.92
			17340289642890229	001	C	028829	1159.20011.000.0610	15.21	MOORE MEDICAL	254,464.13
			29500296637008645	001	C	028829	1159.44440.000.0610	14.99	ZOOM	254,479.12
			29500276743893801	001	C	028829	1159.44440.000.0610	39.00	VISME	254,518.12
			83900290000004296	001	C	028829	1159.44440.000.0610	25.00	10T08	254,543.12
			29500280637625912	001	C	028829	1159.44440.000.0610	12.95	CANVA	254,556.07
			05370280600085878	001	C	028829	1168.24202.000.0610	26.35	USPS	254,582.42
			10190294105166658	001	C	028829	1168.24202.000.0610	136.52	QUILL	254,718.94
			83820296091001308	001	C	028829	1168.24202.000.0610	31.90	WALMART	254,750.84
			12996	001	C	028829	1216.30050.000.0002	360.00	AIC TRAINING	255,110.84
			273829633	001	C	028829	1216.30050.000.0002	10.00	GO TO METTING	255,120.84
			0437022	001	C	028830	2100.24201.000.0235	15.98	AMAZON	255,136.82
			1957010	001	C	028830	2100.24201.000.0235	46.98	AMAZON	255,183.80

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Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
			082732	001	C	028830 2100.24201.000.0235	Jpmorgan Chase Commercial Card	2.66	WALMART	255,186.46
			Z33KT-26A90-4M8	001	C	028830 2100.30800.000.0235	Jpmorgan Chase Commercial Card	88.49	VISTA PRINT	255,274.95
			5567084137169759	001	C	028830 4900.30050.000.0303	Jpmorgan Chase Commercial Card	108.35	COMCAST	255,383.30
			5567084137169759	001	C	028830 4900.30050.000.0303	Jpmorgan Chase Commercial Card	119.64	COMCAST	255,502.94
			5567084137169759	001	C	028830 4900.30050.000.0303	Jpmorgan Chase Commercial Card	102.50	FRONTIER	255,605.44
			5567084137169759	001	C	028830 4900.33500.000.0303	Jpmorgan Chase Commercial Card	398.70	BROWN PAPER	256,004.14
			0513031	001	C	028830 9133.21919.000.0235	Jpmorgan Chase Commercial Card	109.92	AMAZON	256,114.06
			5602099689061	001	C	028830 9133.21919.000.0235	Jpmorgan Chase Commercial Card	267.88	WALMART	256,381.94
			016364	001	C	028830 9136.31221.000.0235	Jpmorgan Chase Commercial Card	100.00	WALMART	256,481.94
			082732	001	C	028830 9166.21909.000.0235	Jpmorgan Chase Commercial Card	112.21	WALMART	256,594.15
			76215684	001	C	028830 9166.21909.000.0235	Jpmorgan Chase Commercial Card	50.89	BATH & BODY WOI	256,645.04
			76676777	001	C	028830 9166.21909.000.0235	Jpmorgan Chase Commercial Card	71.43	BATH & BODY WOI	256,716.47
			091431	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	99.53	WALMART	256,816.00
			5462079-851635	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	66.44	WALMART	256,882.44
			5462079-851635	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	533.44	WALMART	257,415.88
			164424	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	15.00	McDONALDS	257,430.88
			021464/014216	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	35.00	DOLLAR TREE	257,465.88
			0302322	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	15.00	DAR-LICIOUS	257,480.88
			003232	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	15.00	LITTLE CEASARS	257,495.88
			275000001	001	C	028830 9166.21919.000.0235	Jpmorgan Chase Commercial Card	23.27	BOOK EXPLOSION	257,519.15
			11062020	001	C	028856 1000.11104.000.0104	Karyn Douglas	450.00	ELECTION BOARD	257,969.15
			11092020	001	C	029070 4900.33500.000.0303	Kathryn Melvin	9.90	SEMINAR LUNCH	257,979.05
			Election 2020	001	C	028933 1000.11314.000.0104	Keith Mason	90.00	Early voting	258,069.05
			Election 2020	001	C	028933 1000.11614.000.0104	Keith Mason	90.00	Poll Worker	258,159.05
			Election 2020	001	C	028934 1000.11614.000.0104	Kelly Nelson	90.00	Poll Worker	258,249.05
			Election 2020	001	C	028935 1000.11614.000.0104	Kim Barclay	120.00	Poll Worker	258,369.05
			8354246	001	C	028988 1176.44518.000.0529	Kimball Midwest	279.00	DRILL SET	258,648.05
			S111172632.001	001	C	029018 1000.24202.000.0380	Kirby Risk Corporation	1,113.78	DOOR & LENS ASS	259,761.83
			TAX SALE REDEMPTION 54-03-10-223-039.000-013	001	C	029097 1204.31204.000.0002	Kirk Alter	149.18	INTEREST	259,911.01
			TAX SALE REDEMPTION 54-03-10-223-039.000-013	001	C	029097 1204.50001.000.0002	Kirk Alter	1,491.83	BUYER REFUND	261,402.84
			Election 2020	001	C	028936 1000.11314.000.0104	Kitty Hafner	45.00	Early voting	261,447.84
			02RT0005	001	C	029037 1170.30100.000.0005	Lafayette Auto Supply	54.07	BRAKE PAD SET	261,501.91
			211843	001	C	029038 1170.21961.000.0005	Law Enforcement Systems Inc	252.00	WARNING TICKET:	261,753.91
			9307982871	001	C	028989 1176.23523.000.0529	Lawson Products Inc.	41.83	CLEVIS PIN	261,795.74
			Legal Shield	001	C	028825 5100.00021.000.0000	Legal Shield	129.50	NOV 2020	261,925.24

Financial System

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PO	Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Budget	Amount	Description	Check Total
				354814	001	C	028893	5100.00026.000.0000	Liberty National Insurance	3,449.60	48606	265,374.84
				Election 2020	001	C	028937	1000.11614.000.0104	Lindsey Young	90.00	Poll Worker	265,464.84
				10262020	001	C	029019	1000.30083.000.0380	Lindsey Endicott	110.00	HAIR CUTS	265,574.84
				910731	001	C	028857	1138.30191.000.0068	Lochmueller Group	1,885.00	GSA 9302020	267,459.84
				910732	001	C	029071	4899.30050.000.0701	Lochmueller Group	49,370.50	9/30/2020	316,830.34
				11012020	001	C	029072	1170.11245.000.0005	Lori Shaver	240.00	MERIT BOARD DEC	317,070.34
				Election 2020	001	C	028938	1000.11314.000.0104	LuAnn Hampton	90.00	Early voting	317,160.34
				Election 2020	001	C	028938	1000.11614.000.0104	LuAnn Hampton	90.00	Poll Worker	317,250.34
				Election 2020	001	C	028939	1000.11314.000.0104	Lynne Miles-Murillo	60.00	Early voting	317,310.34
				5940103020	001	C	029073	1000.30034.000.0068	M.I.I. Inc.	6,421.28	OCT 2020	323,731.62
				P3306835	001	C	028990	1176.33450.000.0529	Macallister Machinery Co., Inc	1,102.30	BLADE & SUPPLIES	324,833.92
				Election 2020	001	C	028940	1000.11614.000.0104	Maria Weir	45.00	Poll Worker	324,878.92
				11062020	001	C	028858	1000.11614.000.0104	Marjie Sandusky	60.00	RECEIVING TEAM	324,938.92
				Election 2020	001	C	028941	1000.11314.000.0104	Mark Ward-Bopp	60.00	Early voting	324,998.92
				Election 2020	001	C	028941	1000.11614.000.0104	Mark Ward-Bopp	90.00	Poll Worker	325,088.92
				Election 2020	001	C	028942	1000.11614.000.0104	Marshall Horton	90.00	Poll Worker	325,178.92
				30229840	001	C	028991	1169.44235.000.0529	Martin Marietta Materials	2,758.62	STONE #12	327,937.54
				30271652	001	C	028991	1169.44235.000.0529	Martin Marietta Materials	10,655.84	STONE #12	338,593.38
				Election 2020	001	C	028943	1000.11314.000.0104	Mary Eades	105.00	Early voting	338,698.38
				Election 2020	001	C	028944	1000.11614.000.0104	Mary Lou Dawald	90.00	Poll Worker	338,788.38
				Election 2020	001	C	028945	1000.11614.000.0104	Melissa Dees	90.00	Poll Worker	338,878.38
				10312020	001	C	029039	9122.30173.000.0235	Mike Spencer	500.00	OCT 2020	339,378.38
				133963	001	C	029039	9122.30187.000.0235	Mike Spencer	14.05	JACKS DONUTS	339,392.43
				202037-RET	001	C	028992	1135.60028.000.0529	Milestone Contractors LP	38,090.91	BRIDGE 59&75	377,483.34
				3361	001	C	028993	1176.33450.000.0529	MJ Hydraulics Llc	229.00	SEALS	377,712.34
				11012020	001	C	028859	1000.30003.000.0001	Mont Chy Treasurer	6,341.00	OCT PAPERS SER	384,053.34
				TAX SALE REDEMPTION 54-11-27-443-033.000-025	001	C	029096	1204.50000.000.0002	Mont Chy Treasurer	859.11	PROPERTY TAXES	384,912.45
				TAX SALE REDEMPTION 54-11-27-443-034.000-025	001	C	029096	1204.50000.000.0002	Mont Chy Treasurer	859.04	PROPERTY TAXES	385,771.49
				REIMBURSEMENT	001	C	029102	5100.00022.000.0000	Mont Chy Treasurer	110.00	campbell/mckinne	385,881.49
				1002	001	C	028860	8170.21916.000.0235	Montgomery Co Commissioners	1,440.00	MIFIS	387,321.49
				2020-09	001	C	028861	7301.50000.000.0002	Montgomery Co Education Founda	18.75	NORTH MONT 583	387,340.24
				2020-09	001	C	028861	7301.50000.000.0002	Montgomery Co Education Founda	18.75	SOUTH MONT 554	387,358.99
				2020/10-1	001	C	028862	9122.12005.000.0235	Montgomery County	239.00	FICA 10072020	387,597.99
				2020/10-1	001	C	028862	9122.12005.000.0235	Montgomery County	239.00	FICA 10212020	387,836.99
				2020/10-1	001	C	028862	9122.12005.000.0235	Montgomery County	338.85	INPRS 10212020	388,173.84

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Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
2020-10-1				001	C	028862 9122.12005.000.0235	Montgomery County	336.85	INPRS 10072020	388,510.69
2020-10-1				001	C	028862 9165.12005.000.0235	Montgomery County	132.22	FICA 10072020	388,642.91
2020-10-1				001	C	028862 9165.12005.000.0235	Montgomery County	132.22	FICA 10212020	388,775.13
2020-10-1				001	C	028862 9165.12005.000.0235	Montgomery County	222.98	PERF 10072020	388,998.11
2020-10-1				001	C	028862 9165.12005.000.0235	Montgomery County	222.98	PERF 10212020	389,221.09
2020-10-2				001	C	028862 9165.12050.000.0235	Montgomery County	648.13	OCT 2020 EC	389,869.22
2020-10-1				001	C	028862 9166.12005.000.0235	Montgomery County	287.40	OCT 20 FICA HD	390,156.62
2020-10-1				001	C	028862 9166.12005.000.0235	Montgomery County	236.90	OCT 20 FICA PG	390,393.52
2020-10-2				001	C	028862 9166.12005.000.0235	Montgomery County	433.66	OCT 20 INPRS HD	390,827.18
2020-10-3				001	C	028862 9166.12050.000.0235	Montgomery County	648.13	OCT 20 INS HD	391,475.31
11062020				001	C	028863 1000.30113.000.0104	Montgomery County 4h Inc	450.00	USE OF FACILITY	391,925.31
3943787				001	C	029074 1000.31600.000.0068	Montgomery County 4h Inc	39,000.00	LAST DRAW 2020	430,925.31
L LAZELL				001	C	029103 5100.00024.000.0000	Montgomery County Clerk	25.00	DDCIR-GARN	430,950.31
ME OCT 2020				001	C	028864 9136.30179.000.0235	Montgomery County Probation	30.00	J BROCK	430,980.31
ME OCT 2020				001	C	028864 9136.30179.000.0235	Montgomery County Probation	15.00	J MYERS	430,995.31
ME OCT 2020				001	C	028864 9136.30179.000.0235	Montgomery County Probation	30.00	C POPPAW	431,025.31
ME OCT 2020				001	C	028864 9136.30179.000.0235	Montgomery County Probation	15.00	J STINSON	431,040.31
ME OCT 2020				001	C	028864 9136.30179.000.0235	Montgomery County Probation	15.00	C MCCLURE	431,055.31
ME OCT 2020				001	C	028864 9136.30179.000.0235	Montgomery County Probation	30.00	M RESCIGNO	431,085.31
Election 2020				001	C	028946 1000.11614.000.0104	Morgan Meadows	90.00	Poll Worker	431,175.31
IN06-265905				001	C	028994 1176.23523.000.0529	Motion Industries Inc	788.58	CHAIN & LINK	431,963.89
IN06-267126				001	C	028994 1176.23523.000.0529	Motion Industries Inc	89.75	CHAIN & CLIP	432,053.64
Election 2020				001	C	028947 1000.11314.000.0104	Myra Dunn Abbott	60.00	Early voting	432,113.64
Election 2020				001	C	028947 1000.11314.000.0104	Myra Dunn Abbott	225.00	Early voting	432,338.64
770015				001	C	028995 1176.23523.000.0529	Napa	63.96	GARAGE SUPPLIE:	432,402.60
771007				001	C	028995 1176.23523.000.0529	Napa	2.90	GARAGE SUPPLIE:	432,405.50
771078				001	C	028995 1176.23523.000.0529	Napa	24.81	GARAGE SUPPLIE:	432,430.31
770160				001	C	028995 1176.23523.000.0529	Napa	10.17	GARAGE SUPPLIE:	432,440.48
770180				001	C	028995 1176.23523.000.0529	Napa	4.36	GARAGE SUPPLIE:	432,444.84
769199				001	C	028995 1176.23523.000.0529	Napa	137.36	GARAGE SUPPLIE:	432,582.20
769221				001	C	028995 1176.23523.000.0529	Napa	23.74	GARAGE SUPPLIE:	432,605.94
770332				001	C	028995 1176.23523.000.0529	Napa	29.11	GARAGE SUPPLIE:	432,635.05
770343				001	C	028995 1176.23523.000.0529	Napa	1,329.00	GARAGE SUPPLIE:	433,964.05
769727				001	C	028995 1176.23523.000.0529	Napa	149.94	GARAGE SUPPLIE:	434,113.99
770860				001	C	028995 1176.23523.000.0529	Napa	244.51	GARAGE SUPPLIE:	434,358.50

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Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
770892			770892	001	C	028995 1176.23523.000.0529	Napa	16.58	GARAGE SUPPLIE:	434,375.08
770869			770869	001	C	028995 1176.23523.000.0529	Napa	23.92	GARAGE SUPPLIE:	434,399.00
769866			769866	001	C	028995 1176.23523.000.0529	Napa	146.57	GARAGE SUPPLIE:	434,545.57
769828			769828	001	C	028995 1176.23523.000.0529	Napa	38.82	GARAGE SUPPLIE:	434,584.39
770135			770135	001	C	029040 1170.30100.000.0005	Napa	15.92	WHEEL BEARING	434,600.31
768843			768843	001	C	029040 1170.30100.000.0005	Napa	79.74	DISC BRAKE PAD	434,680.05
11092020			11092020	001	C	029075 4900.33500.000.0303	Nathaniel Thompson	14.06	SEMINAR LUNCH	434,694.11
SI-112892			SI-112892	001	C	029020 1000.22030.000.0380	Nelson & Co	133.50	PATCHES	434,827.61
10302020			10302020	001	C	028965 1000.21001.000.0380	Nema Lowe	7.38	ARBYS	434,834.99
10282020			10282020	001	C	028965 1000.21001.000.0380	Nema Lowe	9.36	ARBYS	434,844.35
10272020			10272020	001	C	028965 1000.21001.000.0380	Nema Lowe	11.76	CULVERS	434,856.11
10292020			10292020	001	C	028965 1000.21001.000.0380	Nema Lowe	12.48	APPLEBEES	434,868.59
912			912	001	C	029021 1000.30500.000.0380	New Market Welding	47.49	PIPE REPAIR	434,916.08
11092020			11092020	001	C	029076 4900.33500.000.0303	Nicole Dickerson	7.69	SEMINAR LUNCH	434,923.77
1124809			1124809	001	C	028966 1000.30210.000.0007	Nms Labs	416.00	RITTER & PARKS	435,339.77
11062020			11062020	001	E	111222 1000.30113.000.0104	North Montgomery School Corp	50.00	FACILITY USE	435,389.77
Election 2020			Election 2020	001	C	028948 1000.11314.000.0104	Patricia Watson	360.00	Early voting	435,749.77
13077			13077	001	E	111821 4899.30050.000.0701	Peters Municipal Consultants L	1,416.67	OCT 2020	437,166.44
13077			13077	001	E	111822 1000.30019.000.0061	Peters Municipal Consultants L	1,416.67	OCT 2020	438,583.11
13076			13076	001	E	112020 1000.30019.000.0061	Peters Municipal Consultants L	161.29	OCT 2020	438,744.40
820063607			820063607	001	C	028996 1176.23522.000.0529	Pomp's Tire Service Inc.	182.58	1 NEW TIRE	438,926.98
820063472			820063472	001	C	028996 1176.23522.000.0529	Pomp's Tire Service Inc.	505.20	3 NEW TIRES	439,432.18
820062989			820062989	001	C	028996 1176.23522.000.0529	Pomp's Tire Service Inc.	7,294.75	5 NEW TIRES	446,726.93
BC-10-20201113			BC-10-20201113	001	C	029077 1000.13000.000.0068	Proactive MSO, LLC	13,561.56	OCT 2020	460,288.49
400072915			400072915	001	C	029078 1000.44400.000.0011	Purdue University	34.00	SEPT 2020 MIFI	460,322.49
688572-22348			688572-22348	001	C	028967 1176.23523.000.0529	Pure Water Partners	285.00	OCT 2020	460,607.49
11492773			11492773	001	C	029022 1000.21860.000.0104	Quill Corp	29.97	PENS ELECTIONS	460,637.46
11696952			11696952	001	C	029022 1000.21860.000.0104	Quill Corp	282.18	ROLLS FOR POLES	460,919.64
11740040			11740040	001	C	029023 1000.24201.000.0201	Quill Corp	25.72	CD ROM	460,945.36
116933999			116933999	001	C	029024 1000.24201.000.0380	Quill Corp	150.15	INK/PAPER	461,095.51
11850037			11850037	001	C	029024 1000.24201.000.0380	Quill Corp	305.96	TONER/INK	461,401.47
11841671			11841671	001	C	029024 1000.24201.000.0380	Quill Corp	16.18	CARD READER	461,417.65
11775532			11775532	001	C	029041 2100.24201.000.0235	Quill Corp	82.29	TONER	461,499.94
Election 2020			Election 2020	001	C	028949 1000.11314.000.0104	Rachel See	120.00	Early voting	461,619.94
Election 2020			Election 2020	001	C	028949 1000.11614.000.0104	Rachel See	100.00	Poll Worker	461,719.94

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Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
			11-30-100-008.000-018	001	C	028827	1000.50010.000.0002	1,585.55	17T	463,305.49
			2061444-IN	001	C	029042	1170.44500.000.0005	945.83	MISC SUPPLIES	464,251.32
			2062686-IN	001	C	029042	1170.44524.000.0005	911.50	SIDE SADDLE	465,162.82
			11082020	001	C	029079	1000.30054.000.0201	1,200.00	54D01-2003-CM-69	466,362.82
			389191	001	C	028868	1000.33500.000.0002	12.00	PARKING GARAGE	466,374.82
			Election 2020	001	C	028950	1000.11314.000.0104	120.00	Early voting	466,494.82
			Election 2020	001	C	028951	1000.11614.000.0104	90.00	Poll Worker	466,584.82
			07-31-443-072.000-030	001	C	028828	1000.50010.000.0002	415.92	17T	467,000.74
			34171866	001	C	028869	8899.30050.000.0001	117.47	COPIER LEASE	467,118.21
			5060677305	001	C	028870	1000.30800.000.0312	46.65	OCT 2020	467,164.86
			5060650905	001	C	028871	1000.30016.000.9616	7.24	92020-10192020	467,172.10
			5060705494	001	C	029080	2100.30016.000.0235	43.71	OCT 2020	467,215.81
			5060707285	001	C	029081	1000.30016.000.9616	71.94	OCT 2020 AUDITOF	467,287.75
			5060681767	001	C	028872	1000.30500.000.0380	162.59	COPIES	467,450.34
			5060681719	001	C	028872	1000.30500.000.0380	216.23	NOV 2020 COPIER	467,666.57
			0256006	001	C	028873	1000.32100.000.0009	105.00	010121-01012022	467,771.57
			11062020	001	C	028874	1000.30113.000.0104	150.00	USE OF FACILITY	467,921.57
			4	001	C	028875	1000.30210.000.0007	1,000.00	ENGLAND	468,921.57
			Election 2020	001	C	028952	1000.11314.000.0104	60.00	Early voting	468,981.57
			3020654475	001	C	028997	1176.33450.000.0529	375.00	VALVE	469,356.57
			Election 2020	001	C	028953	1000.11314.000.0104	90.00	Early voting	469,446.57
			Election 2020	001	C	028953	1000.11614.000.0104	90.00	Poll Worker	469,536.57
			Election 2020	001	C	028970	1000.11614.000.0104	120.00	.	469,656.57
			Election 2020	001	C	028954	1000.11314.000.0104	60.00	Early voting	469,716.57
			Election 2020	001	C	028955	1000.11614.000.0104	90.00	Poll Worker	469,806.57
			Election 2020	001	C	028956	1000.11614.000.0104	100.00	Poll Worker	469,906.57
			TAX SALE REDEMPTION 54-07-33-333-046.000-030	001	C	028892	1204.31204.000.0002	196.14	INTEREST	470,102.71
			TAX SALE REDEMPTION 54-05-14-224-023.000-037	001	C	028892	1204.31204.000.0002	87.36	INTEREST	470,190.07
			TAX SALE REDEMPTION 54-07-33-333-046.000-030	001	C	028892	1204.50001.000.0002	1,344.24	BUYER REFUND	471,534.31
			TAX SALE REDEMPTION 54-05-14-224-023.000-037	001	C	028892	1204.50001.000.0002	675.58	BUYER REFUND	472,209.89
			TAX SALE REDEMPTION 54-07-33-333-046.000-030	001	C	028892	1205.50001.000.0002	34,655.76	SURPLUS REFUND	506,865.65
			TAX SALE REDEMPTION 54-05-14-224-023.000-037	001	C	028892	1205.50001.000.0002	10,324.42	SURPLUS REFUND	517,190.07
			TAX SALE REDEMPTION 54-10-05-112-072.00-030	001	C	029098	1204.31204.000.0002	748.84	INTEREST	517,938.91
			TAX SALE REDEMPTION 54-07-31-441-018.000-030	001	C	029098	1204.31204.000.0002	1,092.94	INTEREST	519,031.85
			TAX SALE REDEMPTION 54-10-05-112-072.00-030	001	C	029098	1204.50001.000.0002	3,593.86	BUYER REFUND	522,625.71

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Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
				001	C	029098	1204.50001.000.0002	Savvy In Llc	3,664.75	BUYER REFUND
			TAX SALE REDEMPTION 54-07-31-441-018.000-030	001	C	029098	1205.50001.000.0002	Savvy In Llc	6,906.14	SURPLUS REFUND
			TAX SALE REDEMPTION 54-10-05-112-072.00-030	001	C	029098	1205.50001.000.0002	Savvy In Llc	15,835.25	SURPLUS REFUND
			TAX SALE REDEMPTION 54-07-31-441-018.000-030	001	C	028998	1176.33450.000.0529	Scheild Diesel Serv Co.	780.18	MISC SUPPLIES
			L5888253	001	C	028876	1000.11614.000.0104	Sean Douglas	60.00	RECEIVING TEAM
			11062020	001	C	028877	1000.30500.000.0380	Security Automation Systems In	15,000.00	EZACQ RECORDER
			3930	001	C	028877	1170.30500.000.0005	Security Automation Systems In	42,000.00	EZACQ RECORDER
			3930	001	C	028877	1175.30640.000.0005	Security Automation Systems In	15,000.00	EZACQ RECORDER
			3930	001	C	028957	1000.11314.000.0104	Sharon Parker	45.00	Early voting
			Election 2020	001	C	028958	1000.11314.000.0104	Shelbi Hoover	60.00	Early voting
			Election 2020	001	C	028959	1000.11314.000.0104	Sheridan Hadley	90.00	Early voting
			Election 2020	001	C	028878	4900.30050.000.0303	Shred-it-usa	104.78	MONTHLY SERVICE
			8180693246	001	C	028960	1000.11614.000.0104	Shyana Busse	90.00	Poll Worker
			Election 2020	001	C	029025	1000.30500.000.0380	Stanley Secur Systms	1,296.00	SUPPORT LABOR
			1786666	001	C	029082	1000.30021.000.0068	Star Ambulance	2,117.41	P RAVAL 7142020
			2981	001	C	028971	1000.11614.000.0104	Stephanie Goodnight	120.00	.
			Election 2020	001	C	028999	1176.23523.000.0529	Stevenson's Ace Hardware	146.93	GARAGE SUPPLIE
			3326561	001	C	029043	1170.30100.000.0005	Surb's Tire	822.47	OIL/TIRES
			072291	001	C	029043	1170.30100.000.0005	Surb's Tire	17.50	TIRE PATCH/PLUG
			072215	001	C	028961	1000.11314.000.0104	Symantha Wilburn	120.00	Early voting
			Election 2020	001	C	028961	1000.11614.000.0104	Symantha Wilburn	90.00	Poll Worker
			Election 2020	001	C	028879	1176.30039.000.0529	T & S Trash Service	30.00	OCT 2020
			12287	001	C	029083	1000.30230.000.0063	Taylor, Chadd, Minnett, ET AL.	319.00	DRAINAGE ATTY
			9562	001	C	029083	4899.30050.000.0701	Taylor, Chadd, Minnett, ET AL.	190.00	OCT 2020
			9560	001	C	029084	4900.30148.000.0303	Tds Telecom	835.70	NOV 2020
			823 531 2302	001	C	028962	1000.11314.000.0104	Terry Coons	45.00	Early voting
			Election 2020	001	C	028962	1000.11614.000.0104	Terry Coons	100.00	Poll Worker
			Election 2020	001	C	029000	1176.30800.000.0529	The Paper Of Montgomery County	70.46	ANNUAL BIDS
			PL 3912	001	C	029026	1000.30800.000.0312	The Paper Of Montgomery County	25.79	LEGAL AD
			PL3871	001	C	029044	1170.30800.000.0005	The Paper Of Montgomery County	320.00	RETAIL AD
			100119	001	C	028880	1000.20150.000.0009	Thomson Reuters -WEST	920.74	NOV 2020
			843330159	001	C	028881	1000.30074.000.0313	Thyssenkrupp Elevator Corp	279.64	NOV 2020
			194355	001	C	029099	1204.31204.000.0002	TLC 20, LLC	341.44	INTEREST
			TAX SALE REDEMPTION 54-10-05-444-043.000-030	001	C	029099	1204.50001.000.0002	TLC 20, LLC	1,398.02	BUYER REFUND
			TAX SALE REDEMPTION 54-10-05-444-043.000-030	001	C	029099	1205.50001.000.0002	TLC 20, LLC	47,101.98	SURPLUS REFUND

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Prerun Date		PO	Mode	Invoice		Budget		Vendor Name		Check	Account Code	Bank	Amount	Description	Check Total
		A38260/1						Town & Country - Blue Tarp		C 028882	1000.40005.000.9655	001	6.29	GREASE	678,976.18
		A38260/1						Town & Country - Blue Tarp		C 028882	1000.40005.000.9655	001	13.49	GREASE GUN	678,989.67
		A41813/1						Town & Country - Blue Tarp		C 029085	1000.24202.000.0380	001	30.98	SEALANT/KEROSE	679,020.65
		46656						Treasurer of State		E 111223	1000.30031.000.0068	001	4,709.00	RIPLEY TWP 17/18	683,729.65
		11012020						TRENT SMAL TZ		C 029086	1170.11245.000.0005	001	240.00	MERIT BOARD DEC	683,969.65
		PAYMENT 1						Tri County Bank & Trust		C 028883	2600.65260.000.0006	001	13,449.32	SMITH ELMORE	697,418.97
		11062020						Troy Deckard		C 028884	1000.11614.000.0104	001	60.00	RECEIVING TEAM	697,478.97
		Election 2020						Trudy Cunningham		C 028963	1000.11614.000.0104	001	45.00	Poll Worker	697,523.97
		22022285						Us Aggregates Inc		C 029001	1173.20015.000.0529	001	1,973.51	STONE #53	699,497.48
		22022787						Us Aggregates Inc		C 029001	1173.20015.000.0529	001	1,371.29	STONE #53	700,868.77
		22022788						Us Aggregates Inc		C 029001	1173.20015.000.0529	001	2,588.89	STONE #53	703,457.66
		12026						Usi Consultants		E 111823	1138.30191.000.0068	001	15,000.00	PASER REPORT	718,457.66
		454607						Van Ausdall & Farrar		C 028885	1176.24201.000.0529	001	87.59	OCT 2020	718,545.25
		455169						Van Ausdall & Farrar		C 029087	1188.24201.000.0008	001	15.11	COPIER CLICKS	718,560.36
		69872963						Van Ausdall & Farrar Inc		C 029088	1000.30016.000.0009	001	230.21	OCT 2020	718,790.57
		431875						Van Ausdall & Farrar Inc		C 029088	1000.30128.000.0009	001	407.67	MAINT	719,198.24
		68651782						Van Ausdall & Farrar Inc		C 029088	1000.30128.000.0009	001	232.52	MAINT	719,430.76
		224569						Vanco		C 029027	1000.30500.000.0380	001	1,394.90	OVEN	720,825.66
		224676						Vanco		C 029027	1000.30500.000.0380	001	160.50	OVEN	720,986.16
		224677						Vanco		C 029027	1000.30500.000.0380	001	107.00	GRIDDLE/GRILL	721,093.16
		CLAIMA						Veritanex, Inc		E 111020	4700.00033.000.0068	001	26,172.20	WE 11/06/2020	747,265.36
		CLAIMS						Veritanex, Inc		E 111320	1222.12065.000.0303	001	737.70	WE 11132020	748,003.06
		CLAIMS						Veritanex, Inc		E 111720	4700.00033.000.0068	001	7,525.68	WE 11132020	755,528.74
		HRA						Veritanex, Inc		E 111920	1000.12060.000.0068	001	38.89	WE 11202020	755,567.63
		HRA						Veritanex, Inc		E 111920	1222.12065.000.0303	001	1,039.35	WE 11202020	756,606.98
		Election 2020						Vicke Hudson-swisher		C 028964	1000.11314.000.0104	001	225.00	Early voting	756,831.98
		11062020						Virginia A Services		C 028886	1000.11104.000.0104	001	300.00	ELECTION BOARD	757,131.98
		Election 2020						Virginia Meharry		C 028965	1000.11314.000.0104	001	45.00	Early voting	757,176.98
		10262020						Visa		C 029092	1000.20001.000.0380	001	449.90	AMAZON	757,626.88
		10092020						Visa		C 029092	1000.20001.000.0380	001	89.80	AMAZON	757,716.68
		10072020						Visa		C 029092	1000.24202.000.0380	001	48.12	WALMART	757,764.80
		10052020						Visa		C 029092	1000.24202.000.0380	001	290.87	ACME CONTROL	758,055.67
		10012020						Visa		C 029092	1000.30083.000.0380	001	61.90	TLO	758,117.57
		10032020						Visa		C 029092	1000.30083.000.0380	001	174.39	DIRECT TV	758,291.96
		10012020						Visa		C 029092	1000.40002.000.0379	001	1,200.00	SMITH DETECTION	759,491.96

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10192020			10192020	001	C 029092	1170.20400.000.0005	Visa	362.79	NARTEC	759,854.75
10212020			10212020	001	C 029092	1170.33500.000.0005	Visa	750.00	NTOA	760,604.75
10262020			10262020	001	C 029092	1170.33500.000.0005	Visa	179.50	PUBLIC GRANT	760,784.25
10092020			10092020	001	C 029093	1000.20003.000.0380	Visa Travel	10.79	CVS	760,795.04
10162020			10162020	001	C 029093	1000.20003.000.0380	Visa Travel	21.99	WALGREENS	760,817.03
10282020			10282020	001	C 029093	1000.21001.000.0380	Visa Travel	8.52	RALLYS	760,825.55
09222020			09222020	001	C 029093	1000.21001.000.0380	Visa Travel	7.01	POPEYES	760,832.56
10272020			10272020	001	C 029093	1000.21001.000.0380	Visa Travel	285.08	EXPEDIA	761,117.64
10282020			10282020	001	C 029093	1000.21001.000.0380	Visa Travel	16.19	140 BIAGGIS	761,133.83
10292020			10292020	001	C 029093	1000.21001.000.0380	Visa Travel	19.47	TURONIS PIZZA	761,153.30
10092020			10092020	001	C 029093	1170.21961.000.0005	Visa Travel	8.43	WALMART	761,161.73
27353			27353	001	C 028887	1000.30039.000.0011	W Enterprises Lc	25.00	RECYCLE	761,186.73
33778			33778	001	C 029045	1170.30100.000.0005	Walt's Service	203.32	BATTERY	761,390.05
33794			33794	001	C 029045	1170.30100.000.0005	Walt's Service	85.80	BRAKE PADS	761,475.85
Election 2020			Election 2020	001	C 028966	1000.11314.000.0104	Warren Rosenberg	60.00	Early voting	761,535.85
104278927			104278927	001	C 028888	1000.30016.000.9616	Wells Fargo Financial	104.74	11/16-12152020	761,640.59
104319016			104319016	001	C 029089	1000.30016.000.9616	Wells Fargo Financial	85.98	10/24-11232020	761,726.57
68387749			68387749	001	C 028889	1170.21000.000.0005	Wex	75.37	OCT 2020 FUEL	761,801.94
11062020			11062020	001	C 028890	1000.30113.000.0104	Whitesville Church	50.00	USE OF FACILITY	761,851.94
20P46931			20P46931	001	C 029002	1176.23523.000.0529	Wiers International	97.56	ABS SENSOR	761,949.50
30P46924			30P46924	001	C 029002	1176.33450.000.0529	Wiers International	323.05	MISC SUPPLIES	762,272.55
1443RR			1443RR	001	C 029003	1176.30194.000.0529	Wilcox Tree Service	900.00	CUT DOWN TREE	763,172.55
10302020			10302020	001	C 029090	1000.21001.000.0380	WILLIAM BOYER	9.22	ARBYS	763,181.77
10282020			10282020	001	C 029090	1000.21001.000.0380	WILLIAM BOYER	10.85	ARBYS	763,192.62
10272020			10272020	001	C 029090	1000.21001.000.0380	WILLIAM BOYER	8.82	CULVERS	763,201.44
10292020			10292020	001	C 029090	1000.21001.000.0380	WILLIAM BOYER	20.02	APPLEBEES	763,221.46
10302020			10302020	001	C 029091	1000.21001.000.0380	William Boyer III	13.39	ARBYS	763,234.85
10282020			10282020	001	C 029091	1000.21001.000.0380	William Boyer III	14.69	ARBYS	763,249.54
10272020			10272020	001	C 029091	1000.21001.000.0380	William Boyer III	9.69	CULVERS	763,259.23
10292020			10292020	001	C 029091	1000.21001.000.0380	William Boyer III	22.20	APPLEBEES	763,281.43
37216			37216	001	C 029046	1170.30100.000.0005	Wilson's Autotech	163.15	TIRES	763,444.58
25725			25725	001	C 028891	1000.30050.000.0002	With Technology Inc	1,000.00	OCT 2020	764,444.58
254388			254388	001	C 029047	1170.30100.000.0005	Zippy Lube	35.00	OIL CHANGE	764,479.58
254567			254567	001	C 029047	1170.30100.000.0005	Zippy Lube	35.00	OIL CHANGE	764,514.58
254755			254755	001	C 029047	1170.30100.000.0005	Zippy Lube	35.00	OIL CHANGE	764,549.58

Financial System

11/20/2020 11:16 AM by dbusse

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# Docket Voucher Register (Cumulative)

Begin Date: 11/10/2020  
 End Date: 11/23/2020

Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
11/20/2020				001	E	1159.12020.000.0610	Public Empls Retirement Fd	1,165.61	DDCIR-INPRS	925,726.60
11/20/2020				001	E	1176.12020.000.0529	Public Empls Retirement Fd	7,220.07	DDCIR-INPRS-HWY	932,946.67
11/20/2020				001	E	1191.12005.000.0068	Public Empls Retirement Fd	409.34	DDCIR-INPRS	933,356.01
11/20/2020				001	E	1222.12005.000.0303	Public Empls Retirement Fd	1,869.47	DDCIR-INPRS	935,325.48
11/20/2020				001	E	4900.12005.000.0303	Public Empls Retirement Fd	1,587.23	DDCIR-INPRS	936,912.71
11/20/2020				001	E	5100.00011.000.0000	Public Empls Retirement Fd	7,298.65	DDCIR-INPRS	944,211.36
11/20/2020				001	E	5100.00011.000.0000	Public Empls Retirement Fd	968.74	DDCIR-PERFVOL	945,180.10
11/20/2020				001	E	5100.00011.000.0000	Public Empls Retirement Fd	85.10	DDCIR-PERFVOL2	945,265.20
11/20/2020				001	E	5100.00011.000.0000	Public Empls Retirement Fd	1,933.97	DDCIR-INPRS-HWY	947,199.17
								113,878.43	Location: 0000	
								2,019.72	Location: 0002	
								39.58	Location: 0004	
								45,623.31	Location: 0068	
								6,213.65	Location: 0303	
								12,801.51	Location: 0529	
								2,009.44	Location: 0610	
								182,585.64	Total:	

# Docket Voucher Register (Cumulative)

Begin Date: 11/10/2020  
 End Date: 11/23/2020

Montgomery County

Prerun Date	PO	PO Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
							Electronic Totals:	249,316.24		
							Check Totals:	697,882.93		
							Prerun Totals:	182,595.64		
							Regular Totals:	764,613.53		
							Grand Totals:	947,199.17		

# Minutes

Tuesday, November 17, 2020 1:17 PM

**MINUTES**  
**MONTGOMERY COUNTY COMMISSIONER MEETING**  
**MONDAY, NOVEMBER 9, 2020**

The Montgomery County Commissioners met in regular session on Monday, November 9, 2020 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

Present were Board members Board President Commissioner James Fulwider, Vice President Commissioner John Frey and Commissioner Dan Guard. Also present Board Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Building Administrator Marc Bonwell; E911 Director Sherri Henry; Treasurer Heather Laffoon; County Engineer Jim Peck; Sheriff Ryan Needham; Chief Probation Officer Andria Geigle; Commissioners Executive Assistant Lori Dossett; and Health Administrator Amber Reed.

**CALL TO ORDER**

Commissioner Board President Fulwider called the meeting to order @ 8:00 am and led the Pledge of Allegiance and the prayer.

**CONSENT AGENDA**

**Approval of Claims – October 26, 2020 to November 9, 2020**

**Approval of Minutes – October 26, 2020**

*Commissioner Guard moved to approve the consent agenda items. Seconded by Commissioner Frey. Motion passed 3-0.*

**NEW BUSINESS**

**Resolution 2020-23 – Declaration of Public Health Emergency**

The current Declaration of Public Health Emergency has expired. The new Declaration will allow the Commissioners to continue to act quickly regarding issues related to the Covid-19 Pandemic.

*Commissioner Guard moved to approve Resolution 2020-23 as presented. Seconded by Commissioner Frey. Motion passed 3-0.*

**PVDNet Agreement – Amendment #1**

Auditor Jennifer Andel requested approval of the PVDNet Agreement Amendment #1. The amendment allows remote access to PVDNet by the Treasurer and Auditor by transferring access to the PVDNet Cloud. Maintenance and support will be provided by GUTS. The amendment results in an increase in the annual cost by \$3,580 beginning 2021. *Commissioner Frey moved to approve the PVDNet Agreement. Seconded by Commissioner Guard. Motion passed 3-0.*

**Hazardous Materials Response Plan**

EMA Director Shari Harrington requested approval by the Commissioners of the Hazardous Materials Response Plan. Director Harrington advised the plan has been approved by the Local Emergency Planning Committee. The plan addresses incidents involving the transportation, use, storage and manufacturing of hazardous materials in Montgomery County. *Commissioner Frey moved to approve the Hazardous Materials Response Plan. Seconded by Commissioner Guard. Motion passed 3-0.*

**Truck Lease Quotes – 5 years**

County Engineer Jim Peck advised rate quotes were solicited and two quotes were received for a 5-year lease. Tri-County Bank rate of 1.75% and Hoosier Heartland State Bank rate of 3.31%. *Commissioner Frey moved to approve the Tri-County Bank rate of 1.75% for the 5 year lease of two dump trucks. Seconded by Commissioner Guard. The County will own the dump trucks at the end of the 5-year lease. Motion passed 3-0.*

**True RX Business Associate Agreement**

County Administrator Tom Klein stated True RX is the pharmacy benefit provider for the County starting in 2021. The agreement establishes authorization to utilize private health information in the course of conducting business for the County. *Commissioner Guard moved to approve the True RX Business Associate Agreement. Seconded by Commissioner Frey. Motion passed 3-0.*

**Lease Agreement with Franciscan Alliance**

Health Administrator Amber Reed stated the lease agreement allows the Health Department to relocate their operations to a vacant medial office building owned by Franciscan Alliance. The lease will be for twelve months. The monthly cost will be \$1,200 for utilities which will be paid from a State grant. The specific terms and form of the lease will be completed within the next few days. *Commissioner Frey moved to approve the Lease Agreement with Franciscan Alliance subject to County Attorney Dan Taylor's review. Seconded by Commissioner Guard. Motion passed 3-0.*

**RESOLUTIONS****Resolution 2020-21 – Establishing the Intent to Conduct a Commissioners' Sale to Sell Tax Sale Certificates**

*Commissioner Guard moved to approve Resolution 2020-21. Seconded by Commissioner Frey. Motion passed 3-0.*

**Resolution 2020-22 – Deposit of 200 Hours in Employee Sick Bank**

*Commissioner Guard moved to approve Resolution 2020-22. Seconded by Commissioner Frey. Motion passed 3-0.*

**ORDINANCES****Introduction [Ordinance 2020-39 – Amending Employee Handbook Terms Regarding Overtime](#)**

Ordinance clarifies eligibility for police overtime.

**Introduction [Ordinance 2020-40 – Amending Employee Handbook Adding Bereavement Leave](#)**

Ordinance adds bereavement leave to the employee handbook.

**OTHER BUSINESS**

County Administrator Tom Klein extended congratulations to two County employees celebrating even years of service for the month of November.

Jennifer Rhodes – 10 years

Nicole Parker – 20 years

Also, a thank you to the service of all of the veterans currently working for Montgomery County. {INSERT NAMES}

**ADJOURNMENT**

There being no further business before the Board, *Commissioner Frey moved to adjourn. Commissioner Guard seconded. Motion passed 3-0.*

Meeting adjourned at 8:30 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, November 23, 2020 @ 8:00 am

@ Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, IN 47933.

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS:**

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**James D. Fulwider, Board President**

**Attest:**

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**Jennifer Andel, Auditor**

# Public Hearing: Text Amendment

Tuesday, November 17, 2020 3:30 PM



Summary of Street Design Standards and Street Improvements  
Appendix A of Chapter 152 Subdivisions

- A. Street Classifications - Five new classifications  
Minor Arterial, Major Collector, Minor Collector, Local Road and Cul-de-sac.
- B. Design Standards - Design standards layout the road infrastructure in a development with 33 standards for the implementation and design for placement into the County Road system.
- Dead end streets are prohibited unless a proposed unimproved continuation is part of the subdivision. This would require a temporary cul-de-sac.
  - Right-of-Way Width of minimum 50 feet required with cul-de-sac requiring 55' radius
  - The minimum number of access roads will depend on size of development. With 50 lots or less one access road would be required. With 51 lots or greater a minimum of two access roads would be required.
  - Block lengths in residential subdivisions shall be two lots deep and not exceed 800 feet in length. Also, blocks would be required to be minimum 300 feet centerline to centerline.
  - To create a safe traffic pattern the design standard traffic calming measures will require responsible street design. These measures will be approved by the County Engineer.
- C. Intersections - This section regulates curb radii, roundabouts, sight distances, driveway separations and number of roads that can converge at one location.
- Curb radii requires the smooth transition into an intersection and provides a minimum length of radii for different types of intersections.
  - Requires conformity to driveway separations in subdivisions of seventy five feet from any intersection.
  - The language also adds a minimum length centerline to centerline of intersection of three hundred feet.
  - Sight distance at intersections uses speed and stopping distance to determine the sight distance.
- D. Street Improvements – Sets the minimum standards for the construction of the road aggregate base, backfill and the soil characteristics. This base will ensure the build out of the street infrastructure meets county specifications for acceptance into system.
- E. Joints for Rigid Pavement – Standard for Sets the standard for joints to control cracking of pavement.
- F. Curb and Gutter - Subdivisions consisting of twenty six residential lots or more will be required to have curb and gutter. Commercial subdivisions shall have the option of curb and gutter or chair back curbs.
- G. Sidewalks and Pedestrian Ways - this section sets the minimum standards for sidewalks in a development.

- Major Subdivisions will require a sidewalk on one side of any street with twenty six to forty lots. Subdivisions of forty one lots or more would be required to have sidewalks on both sides of streets.
- Sidewalks are required to be of minimum 4000 psi concrete and have a minimum depth of four inches with six inches required a vehicular crossings.
- Minimum width of five feet required for sidewalks. Six foot sidewalks would be required along county roads.

H. Easements- Standards have been installed in the appendix for easement including access, drainage, utility and maintenance.

The remaining language in the appendix includes signs, road ditches and right of way repairs. The Road standards align with the Thoroughfare and Comprehensive plans. HWC Engineering is preparing a street and road standards manual that will coincide with the road standards. Currently the road standards use the 2000 Montgomery County Road Standards manual.

Respectfully Submitted  
Marc Bonwell  
Montgomery County Building/ Zoning Administrator.

# Street Standards

Friday, November 20, 2020 3:44 PM

## **Street Design Standards and Street Improvements**

### **September 21, 2020**

#### **Conformance with Regulations**

The arrangement, character, extent, width, grade, and location of all streets shall conform to all of the elements of these regulations. Indiana Department of Transportation Standard Specification Montgomery County Standards dated 12/06/2000 shall be used for all improvements.

#### **Street Classifications**

Street classifications are as follows:

1. Minor Arterial
2. Major Collector
3. Minor Collector
4. Local Roads
5. Cul-de-sac

#### **Design Standards**

Street designs shall adhere to the following design standards:

1. AASHTO Standards -- Current AASHTO Standards shall be followed as minimum design requirements unless otherwise specified in this Ordinance.
2. Conformance with Plans -- All streets shall be planned to conform to the Comprehensive Plan and the Montgomery County Thoroughfare Plan.
3. Protection of Property -- Whenever a subdivision abuts or contains an existing or proposed major street, the Plan Commission may require frontage roads, screening of double frontage lots, a "non-access" easement along the property lines, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. In those instances, where a non-access easement is proposed along a state or federal highway, this easement shall be granted specifically to Indiana Department of Transportation.
4. Connecting Street Pattern -- In order to provide a functional County street system, the Plan Commission may require an owner to construct a street pattern that provides connections to adjoining developed and vacant undeveloped properties. The coordination of streets from one (1) subdivision to another is essential to the county in order to provide a continuation of not only vehicular access, but also for transportation and distribution lines for most utilities, such as water, sewer, gas, electricity and telephone systems.
5. Access to Vacant Land -- The Plan Commission may waive the requirement of constructing an access street to vacant land. In these cases, the owner shall be required to dedicate the necessary right-of-way, but the person who develops the adjoining vacant property will be required to construct the street. The Plan Commission shall determine at the primary hearing, the need and location of these access streets.
6. Continuation of Streets -- All streets, including those proposed to provide the continuation of streets to adjacent property, shall be constructed to the boundary lines of the subdivision and in accordance with the standards of this ordinance. If a subdivision is approved contiguous to existing right-of-way dedicated for a continuing street, but the street has not been constructed, the owner of the new subdivision must construct the entire street including the portion that is not contained within the owner's project.

7. Street to Match Plan -- A proposed street, matching the Thoroughfare Plan standards, or at a minimum classified as a local road, shall provide for the continuation of existing, planned or platted streets on adjacent property.

8. Street Parallel to Railroad or Roads -- Where a subdivision borders on or contains a railroad right-of-way, limited access highway right-of-way, arterial or collector street, the Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land. Such distances shall also be determined with due regard for the requirements of the approach grade of any future grade separation structure.

9. Dead End Streets -- A dead end street shall not be permitted except where a street is proposed to be and should logically be extended but is not yet constructed. A temporary cul-de-sac shall be constructed for any dead end street that exceeds three hundred (300) feet in length from the nearest intersection. Drainage details for the temporary cul-de-sac shall be specified by the applicant and approved by the Plan Commission. A dead end street that does not require a temporary cul-de-sac shall have adequate drainage provisions as approved by the Plan Commission.

10. Stub Streets -- Where, in the opinion of the Plan Commission, street connection to adjoining property is appropriate, proposed streets shall be extended to the boundary of the development for connection to existing streets on the boundary of adjoining property or for future connection. Stub streets shall be placed at intervals of one thousand (1000) feet.

11. Temporary Cul-de-Sacs -- A temporary cul-de-sac shall have an easement radius of not less than fifty (50) feet and shall have a driving surface radius of not less than forty (40) feet. The cross section of a temporary cul-de-sac shall be at least nine (9) inches of compacted #53 aggregate over a compacted sub-base. If it is anticipated that the temporary cul-de-sac will be required for longer than three (3) years, additional two- (2) inches of asphalt intermediate shall be required. Any temporary cul-de-sac still with a stone surface at the end of the maintenance period must be paved with two (2) inches of asphalt intermediate prior to release of the maintenance guarantee.

12. Permanent Cul-de-Sacs -- Permanent cul-de-sacs shall not provide access to more than 25% of all lots in the subdivision, and no cul-de-sac shall serve more than twenty (20) lots. Cul-de-Sacs shall not be used to avoid connection with an existing street, to avoid extension of a collector or arterial street, or to avoid connection to adjoining property.

13. Access Easement -- An easement providing access to a street shall be prohibited except where it serves no more than three lots, and the Plan Commission finds that the plans for its control and maintenance is clearly defined.

14. Right-of-Way Width -- The street right-of-way width shall be in accordance with the Thoroughfare Plan right-of-way widths:

- a. Minor Arterial – 85'
- b. Major Collector – 70'
- c. Minor Collector – 60'
- d. Local Road – 50'
- e. Subdivision Road – 50'
- f. Cul-de-sac – 55' radius

15. Paving Width -- The paved width of all streets shall be adequate to serve the existing and future estimated traffic load for the development.

- a. A new local road or subdivision road widths shall be in accordance with Table 5.2 Typical Roadway Standards of the Montgomery County Thoroughfare Plan. The Plan Commission has the shall have the authority to increase/decrease the right of way widths.
- b. A cul-de-sac shall be paved to a diameter of ninety feet (90') measured at the asphalt pavement edge excluding concrete curb or stone shoulders.
- c. A new local road or subdivision road shall be paved in accordance with the Montgomery County Standards dated 12/06/2000. Where a proposed street is an extension of an existing paved street that exceeds the minimum dimension set forth above, the Plan Commission shall require the owner to match the width of the existing paved street.

16. Minimize Through Traffic -- Proposed local, subdivision, or cul-de-sac streets shall be designed to minimize through traffic movement, which is to be limited to collector streets.

17. Acceptable Limits -- Acceptable limits for visibility, curvature, and maximum grade depend on topography, functional classification, anticipated traffic volumes, number and nature of access points, etc. Road design specifications shall be based on AASHTO guidelines and sound engineering judgment. The County Engineer must approve the design speeds selected for each project.

18. Street Grade -- A proposed street shall be adjusted to the contour of the land so as to provide usable lots grades & driveway slopes and a reasonable street grade. The maximum allowable street grade shall not exceed five (5) percent. The minimum allowable street grade shall not be less than five-tenths (0.5) percent.

19. Intersection Sight Distance -- The values for intersection sight distance shall be used at all intersections, both for new and existing intersections. No new features such as signs, embankments, walls, or landscaping, shall be constructed which reduces the sight distance below the intersection sight distance.

20. Decision Sight Distance -- Where unusual or complex situations exist, decision sight distance (per AASHTO Standards) may be required by the County Engineer to provide an added margin of safety.

21. Reverse Curves -- A reverse curve on a major street shall have a straight tangent between elements of said reverse curve of not less than one hundred (100) feet.

22. Additional Requirements -- The sections above deal with minimum requirements. Individual projects, particularly commercial and industrial subdivisions, may warrant additional requirements dictated by sound engineering design. Such additional requirements must be specified by the Plan Commission as a condition of approval.

23. Safety Concerns -- The Plan Commission may deny the proposed location of an access road from a proposed development onto an existing or proposed county road, due to safety concerns.

24. Improvements Required -- If, in the sole opinion of the Plan Commission, the proposed access road presents a potential hazard to the motoring public, the applicant may be required to make improvements to an existing or proposed county road as a condition of allowing access. These improvements may include, but are not limited to deceleration or acceleration lanes, passing blisters or other improvements.

a. Criteria -- Improvements shall be required based on the following criteria:

- I. Sight distance;
- II. Number of lots;
- III. Proposed use;
- IV. Street classification;
- V. Traffic generation;
- VI. Existing or proposed conditions; and
- VII. Sound engineering design.

b. Intersections -- As a minimum requirement, at an intersection of a subdivision street, commercial or industrial drive with an existing street or road, the developer shall install deceleration, acceleration, and passing lanes along the existing roadway in accordance with the geometry delineated in the Indiana Department of Transportation Driveway Permit Manual Version 1.1 dated August 2018.

c. Construction -- All roadwork involving the construction of passing blisters and/or accel/decal lanes shall require a one-inch (1") overlay of bituminous surface which shall extend across the full width of the existing roadway as well as the new features. Limits of this work shall be the extreme ends of the tapers and/or blister. Butt joints shall be milled at the ends of the work to ensure a smooth transition. The pavement section shall be installed in accordance with the Montgomery County Standards.

25. Number of Access Roads -- The minimum number of access roads required into a subdivision will be based upon the number of lots. For residential subdivision access with 50 or less lots one public entrance shall be required. For residential subdivision access with 51 or greater lots two public entrance shall be required. These are minimum recommendations, and the Plan Commission may require additional access. All access points required by the number of lots in that phase must be provided for in that phase, or in a previous phase, and not delayed to a future phase.

26. Cul-de-Sac Length -- A cul-de-sac street shall not exceed six hundred feet in length measured from the centerline of the nearest intersection to the center of the cul-de-sac.

27. Half Streets -- Dedication of new half streets shall be prohibited. Where a dedicated or platted half street is adjacent to a tract being subdivided, the other half of said half-street shall be platted and constructed.

28. Additional Right-of-Way for Existing Streets -- The applicant shall dedicate additional right-of-way width as required to meet these regulations when the subdivision adjoins or includes an existing street that does not conform to the minimum right-of-way dimension as established by the Comprehensive Plan and the Montgomery County Thoroughfare Plan.

29. Blocks -- Block lengths in residential areas shall be two lots deep and shall not exceed eight hundred (800) feet in length, nor be less than three hundred (300) feet in length, with length measured centerline of street to centerline of street. Pedestrian ways shall be required through the middle of blocks that are more than eight hundred (800) feet long, or at other appropriate locations, as deemed necessary by the Plan Commission. In determining whether pedestrian ways are required, the Plan Commission shall consider methods of maintaining such ways, and the usefulness in providing access to any common open space, water areas, recreational areas, schools, churches, and other surrounding uses.

30. Cul-de-Sac Islands -- No fence, wall, sign, hedge, tree or shrub planting, or other similar item which obstructs sight lines and elevations between two (2) and eight (8) feet above the street shall be placed within any cul-de-sac island.

31. Traffic Calming – It is a goal of Montgomery County to create residential streets that are safe and contribute to the quality of life within the neighborhoods. This Ordinance encourages street design that accomplishes this goal by the use of street hierarchy, geometric standards, and good engineering practices. When utilized appropriately, responsible street design does not need extraneous or additional “traffic calming” features. However, if deemed necessary, such traffic calming features will be designed and located according to standard recommended practices and must be approved by the County Engineer.

32. Maximum Ponding Depth – Maximum ponding depth shall be six (6) inches at the crown of the roadway for a 100-year storm event.

33. Horizontal centerline curve radius shall meet or exceed 1990 AASHTO Standards and shall correspond to the following design speeds:

- a. Subdivision Roads shall have a design speed of 30 mph and require a 150-foot minimum centerline radius.
- b. Local Roads, Minor and Major Collectors shall have a design speed of 40 mph and require a 300-foot minimum centerline radius.
- c. Primary Arterials and Secondary Arterials shall have a design speed of 50 mph and require a 675-foot minimum centerline radius.
- d. Tangent distance between reverse curves shall be 100 feet.

34. Subdivision – the curb/gutter and sidewalk requirements are based upon the total number of lots in a subdivision and not based upon each section (phased development). The overall size of the development is required to be shown on the preliminary plat.

## **Intersections**

1. Curb Radii -- Street curbs shall be rounded by radii of sufficient length to permit the smooth flow of traffic, but in no case shall the curb radii be less than twenty-five (25) feet for Local Roads, or forty (40) feet for a Minor Arterial, and Major/Minor Collectors or roads in a commercial or industrial development and minimum forty (40) feet when adjoining State of Indiana right-of-way.

1. Street with No Curbs -- Where a proposed street with curbs intersects an existing street without curbs, the curb radius shall be designed so there is a minimum of twelve (12) feet separation between the curb and edge of the existing street pavement. Termination of curb shall be a smooth taper terminating to meet a proposed grade.
2. Separation Between Right-of-Way and Curb -- Street right-of-way at intersections shall be designed to provide a minimum of ten (10) feet separation between the street right-of-way and curb.
3. Angle -- Intersections shall be as nearly at right angles as is possible, and no intersection shall be at an angle of less than seventy-five (75) degrees.

5. Multiple Street Intersections -- Intersection of more than two (2) streets at one point shall not be permitted.

6. Roundabouts -- Roundabout or traffic circles and appropriate signage shall be approved by the County Engineer. Design of roundabouts shall follow guidelines set forth by the Federal Highway Administration.

7. Radii Follow Greater Functional Classification -- When a street of lesser functional classification intersects with a street of greater functional classification the radii arcs at the intersection will comply



with the standards for the street of greater functional classification.

8. Straight Street -- There shall be at least one hundred (100) feet of straight street before entering an intersection, unless otherwise approved by the County Engineer.

9. Driveway Separations -- Driveway locations shall conform to the following minimum requirements for separation:

- a. Minor Arterial -- 300' Residential Driveway, 600' Non-Residential Driveway
- b. Major Collector -- 200' Residential Driveway, 200' Non-Residential Driveway
- c. Minor Collector -- 200' Residential Driveway, 200' Non-Residential Driveway
- d. Local Road -- 100' Residential Driveway, 100' Non-Residential Driveway
- e. Subdivision Road -- 75', with maximum of one per lot

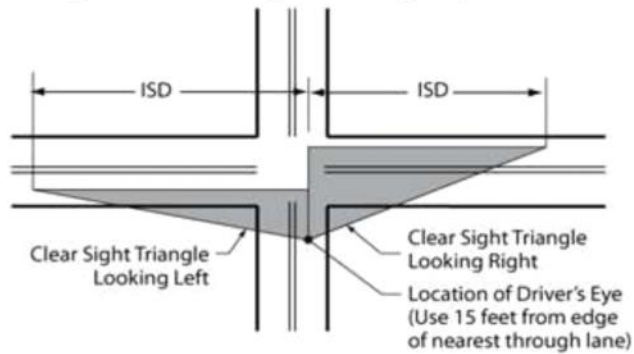
10. Street Separations -- Street intersections shall not be closer than three hundred (300) feet center line to center line for residential and local streets and six hundred (600) feet center line to center line for collector and arterial streets and must be denoted on the construction plans. This provision does not apply to a frontage road.

11. Pavement Thickness -- When a street of lesser functional classification intersects with a street of greater functional classification, whether new or existing, the pavement thickness of all improvements within the right-of-way of the intersection shall comply with the street requiring the greatest thickness.

### **Sight Distance at Intersections**

1. Insufficient sight distance can be a contributing factor in intersection traffic crashes. Intersection sight distance is typically defined as the distance a motorist can see approaching vehicles before their line of sight is blocked by an obstruction near the intersection. The driver of a vehicle approaching or departing from a stopped position at an intersection should have an unobstructed view of the intersection, including any traffic control devices, and sufficient lengths along the intersecting roadway to permit the driver to anticipate and avoid potential collisions. Examples of obstructions include crops, hedges, trees, parked vehicles, utility poles, or buildings. In addition, the horizontal and vertical alignment of the roadway approaching the intersection can reduce the sight triangle of vehicles navigating the intersection.
2. It is important for approaching motorists on the major road to see side street vehicles approaching the Stop sign, and for minor road motorists to see approaching major road vehicles before entering the intersection. Poor sight distance can lead to rear-end crashes on the approaches and to angle crashes within the intersection because motorists may be unable to see and react to traffic control devices or approaching vehicles.
3. The area needed for provision of this unobstructed view is called the Clear Sight Triangle (see Figure 3).

**Figure 3. Sight Distance Triangles for 4-Leg Stop-controlled Intersections<sup>9</sup>**



4. The Intersection Sight Distance (ISD) is measured along the major road beginning at a point that coincides with the location of the minor road vehicle. Table 3 provides the recommended values for ISD, based on the following assumptions:
  - Stop control of the minor road approaches;
  - Using driver eye and object heights associated with passenger cars;
  - Both minor and major roads are considered at level grade;
  - Considers a left-turn from the minor road as the worst-case scenario (i.e., requiring the most sight distance); and
  - The major road is an undivided, two-way, two-lane roadway with no turn lanes.
5. If conditions at the intersection being evaluated differ from these assumptions, an experienced traffic engineer or highway designer should be consulted to determine whether different ISD values should be used.

**Table 3. Sight Distance at Intersections**

Speed (mph) *	Stopping Sight Distance (ft.)	Design Intersection Sight Distance (ft.)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610
60	570	665
65	645	720

Source : *A Policy on Geometric Design of Highway and Streets*, 5th Edition, American Association of State Highway and Transportation Officials (AASHTO), 2004.

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6. Stopping Sight Distance (SSD) provides sufficient distance for drivers to anticipate and avoid collisions. However, in some cases this may require a major road vehicle to stop or slow to accommodate the maneuver by a minor road vehicle. To enhance traffic operations, sight distances that exceed the recommended SSD (as shown in Table 3) are desirable.

a. Intersection Visibility -- No fence, wall, sign, hedge, tree or shrub planting or other similar item which obstructs sight lines at an elevation between two (2) and eight (8) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of residential or local road lines, and fifty (50) feet from the intersection of arterial or collector road lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

b. Median Visibility -- No fence, wall, sign, hedge, tree or shrub planting, or other similar item which obstructs sight lines and elevations between two (2) and eight (8) feet above the street shall be placed within any median area within one hundred (100) feet of an intersection. No walls, rocks, or boulders larger than two (2) feet in any dimension shall be placed in the median.

c. Stop Sign Visibility -- No trees shall be planted in any portion of a public street right-of-way within one hundred fifty (150) feet of a stop sign.

### **Street Improvements**

1. Plan and Profile -- In general, a street shall be completed to the grade shown on the plan and profile sheet. A plan and profile sheet for each street shall be provided by the owner and prepared by a registered professional engineer or registered land surveyor.
2. Street Construction Standards -- The minimum requirements for street construction shall be in accordance with the latest edition of "Standard Specifications" of the Indiana Department of Transportation, in effect at the time of approval. (Hereinafter referred to as the Standard Specifications).
  - a. Subgrade -- The subgrade shall be prepared in compliance with the Standard Specifications.
  - b. Subbase -- The subbase, where required, shall be #53 crushed aggregate (or equal), as determined by the County Engineer, and shall be prepared in compliance with the Standard Specifications. If the subgrade is modified in accordance with the Standard Specifications, there shall be no reduction of the required aggregate thickness.
  - b. Street Surface -- The street surface shall be of Portland cement concrete or hot asphaltic concrete. Portland cement concrete materials and construction shall be in compliance with Section 500 of the Standard Specifications and these regulations. The Montgomery County Engineer has determined that any part of the subgrade or subbase is frozen when its temperature reaches 32° Fahrenheit. Hot asphaltic concrete materials and construction shall be in compliance with Section 400 of the Standard Specifications and these regulations.
3. Backfill -- All utility excavations under the pavement or within five (5) feet of the edge of the pavement be backfilled with Structure Backfill or Flowable Mortar as specified in the Standard Specifications. Installation shall conform to the Standard Specifications. Any deviation from these provisions must be approved by the County Engineer's Office prior to construction.

4. Subsurface Drains -- Subsurface drains shall be installed at a depth of two (2) feet below and behind the back of curb in line with and parallel to the inside face of the curb or along the junction where the face of the concrete curb meets material for the travel surface. The subsurface drains shall be a minimum of six- (6) inch diameter perforated polyethylene pipe. Four (4) inch laterals shall be provided for each lot, extended to the right-of-way line and capped. The ends shall be marked by permanently marking (stamping) the lateral in the curb and extending a board or other suitable material to the surface and dimensioned on the record drawings. No direct surface water, or garage floor drains will be allowed to connect to the subsurface drain.

4. Aggregate Base -- Stone aggregate base shall be placed under the curb and extended to the aggregate placed for the subsurface drain. This aggregate base shall be continuous and shall match the bottom of pavement (top of subgrade) or be four (4) inches thick whichever is more.

5. Soil Conditions in Streets -- Wet spots or other unusual soil conditions may develop in streets. These streets must comply with any or all of the following requirements:

a. Underdrains -- Four (4) inch Polyethylene lateral underdrains which extend under the subbase and connect directly to the subsurface drains shall be placed at regular intervals through the wet areas;

b. Additional Aggregate -- Compacted aggregate (#53 stone) shall be added to the street cross section to a thickness as determined by the County Engineer. This shall be in addition to the minimum base requirement;

c. Excavation and Backfill -- Soft spots may be over excavated and backfilled with compacted aggregate as approved by the County Engineer;

c. Geogrid may be used with the written approval of the County Engineer

d. Soil Modification -- Soil Modification (such as Lime Stabilization) in accordance with the Standard Specifications may be used.

I. Preconstruction Notification -- If soil modification is planned to be used, this must be stated in the preconstruction conference.

II. Subbase Depth -- No reduction in subbase depth will be permitted.

III. Application rates -- Application rates shall be determined according to the Standard Specifications and industry standards, based on testing of the in-place subgrade. Test results and proposed application rates must be provided to and approved by the County Engineer prior to use.

### **Joints for Rigid Pavement**

Rigid pavement shall be jointed in order to control cracking. Joints for rigid pavement shall be constructed in accordance with the type and dimensions and at the locations required by Standard Specifications, these regulations, or as directed by the County Engineer's Office.

1. Spacing -- Spacing of weakened plane, transverse, or contraction joints shall not exceed twenty (20) feet. Closer spacing to average fifteen (15) feet is encouraged. A transverse contraction joint may either be formed or sawed dummy groove, ribbon or pre-molded strip type, and shall be one fourth (1/4) the thickness of the pavement.

2. Sawing -- When a transverse joint is to be formed by sawing, care must be taken to saw the grooves soon after placing the concrete to prevent the formation of cracks due to contraction of the slab.
3. Catch Basins and Manholes -- One of the above named joints shall be placed at every catch basin and manhole in the line of pavement. The location of manholes in the pavement shall determine the exact location of the joints.
4. Full Pavement Width -- All joints shall extend throughout the curb to the full width of pavement.
5. Transverse Expansion Joint -- a transverse expansion joint shall be placed at the intersections, tangent points of sharp curves, and wherever else shown on the plans.
6. Longitudinal Joint -- Whenever the width between forms of the pavement under construction is greater than ten (10) feet, a longitudinal joint shall be constructed so as to divide the pavement into strips not to exceed ten (10) feet each. This may be accomplished by sawing or by installing a slot or groove as herein described for a contraction joint.
7. Curing Compound -- White membrane curing compound AASHTO Number 2-M-14B must be properly applied to give complete coverage immediately after finishing, around all inlets and manholes and every fifty (50) lineal feet of pavement, as well as where concrete adjoins asphalt.

### **Curb and Gutters**

1. Curbs -- A two (2) foot concrete curb and gutter shall be required for subdivisions consisting of twenty six (26) lots or more for, single family, two family and multifamily residential subdivision streets. Streets in commercial or industrial (non-residential) subdivisions shall have the option of using two (2) foot concrete curb and gutter or concrete chair back curbs.
2. Construction -- Materials, concrete specifications and construction procedure shall comply with the Montgomery County Standard Details. Cold weather construction shall be in accordance with the Indiana Department of Transportation Standard Specifications.
3. Valley Gutters -- Valley gutters, which connect gutter drains across street intersections, are strictly prohibited.
4. Frozen Material -- The Montgomery County Engineer has determined that a material is considered frozen when any part of its temperature reaches 32° Fahrenheit.
5. Height of Asphalt -- The maximum height of the asphalt shall meet or exceed the gutter line of the curb.
6. Details -- It is the intent and purpose of this section to encourage streets and rights-of-way to be dedicated to the county for ownership and maintenance whenever possible. It is a long- range benefit to the entire county for streets and rights-of-way to be maintained publicly rather than privately. There may be, however, a situation in which a privately owned and maintained street is a more reasonable alternative.
  1. Standards -- In any development in which a private street is allowed, the street shall conform to County standards.

2. Required Covenants -- The covenants of the secondary plat shall contain the following statement: "The streets and ingress/egress easements shown hereon are to be privately owned and maintained by the home-owner's or commercial association pursuant to the articles of incorporation of said association.

## **Sidewalks, Pathways and Pedestrian Ways**

### **1. Location**

a. Major Plats: Sidewalks are not required in subdivisions of one to 25 (1-25) lots. Subdivisions that consist of twenty six to forty (26-40) lots shall require sidewalks along one side of road or street. Subdivisions consisting of forty one (41) lots or more require sidewalks along both sides of all streets and along development side of all existing county roads.

b. Minor Plats: Sidewalks are not required along the development side of all existing County Roads. Minor subdivision sidewalks must be installed when sidewalks become contiguous or adjacent on surrounding properties.

2. Sidewalk Plan -- A plan for a sidewalk system shall be prepared that will provide every lot within a subdivision, or portion thereof, with reasonable access to a sidewalk connecting with all of the community facilities, commercial enterprises and other residential subdivisions located near or adjacent to the subdivision, and in a manner that will provide safe and convenient pedestrian circulation throughout the neighborhood or area in which the subdivision is located and which will avoid pedestrian and vehicular traffic conflict.

3. Sidewalk Construction -- Sidewalk materials and construction requirements shall conform to the Standard Specifications, and shall meet the following requirements:

- a. Material -- Be constructed only of 4,000 psi concrete unless otherwise expressly approved by the Plan Commission;
- b. Depth -- Have a minimum depth of four (4) inches, or have a minimum depth of six (6) inches when built in an area of proposed vehicular crossing;
- c. Slope -- Have a cross slope of no steeper than one-quarter (1/4) inch per foot toward the street;
- d. In Right-of-Way -- Be located at least one (1) foot inside the right-of-way line, unless located within an easement outside of the right-of-way.
- e. Consistency, Slump, and Mixture -- Have consistency, slump, and mixture specifications as established by the Standard Specifications;
- f. Joints -- Be jointed every four (4) feet, with expansion joints every forty (40) feet to prevent cracking and heaving;
- g. Compliance with ADA -- Have curb ramps installed at all intersections and at all other locations where required for compliance with the Americans with Disabilities Act (ADA).

4. Minimum Width -- Sidewalks, pathways and pedestrian ways shall have a minimum width as follows:

- a. One or Two Family -- In One or Two Family Developments, along collector, local, or residential interior streets, minimum width shall be five (5) feet;
- b. Multifamily -- In Multifamily Developments, minimum width shall be five (5) feet;
- c. Perimeter -- For a perimeter subdivision sidewalk located along a County road, minimum width shall be six (6) feet;
- d. Commercial or Industrial -- For Commercial or Industrial, minimum width shall be as approved by the Plan Commission;
- e. Pedestrian ways -- For Pedestrian ways that connect two streets or connect directly to a park, school or other public or semi-public use, minimum width shall be six (6) feet.

5. Easement Required -- In order to facilitate pedestrian access from the street to schools, parks, playgrounds, or other nearby streets, the Plan Commission may require a perpetual unobstructed easement at least fifteen (15) feet in width. This easement shall be indicated on both the primary and secondary plats. The construction details shall be shown on the construction plans and must be specifically approved by the Plan Commission.

6. Vertical Drop -- There shall be no vertical drop in excess of twelve (12) inches within five (5) feet of the outside edge of the sidewalk, or an approved barrier must be installed in accordance with the Standard Specifications.

7. Installation -- Sidewalks shall be installed by the lot owners:

a. Prior to the issuance of the Certificate of Occupancy by the Planning and Building Department; or

b. Prior to the end of the designated maintenance period. The lot owner must complete the installation of all remaining sidewalks and pedestrian ways located interior to the subdivision, even if the lots are not yet developed.

c. The lot owner is responsible for maintenance of the sidewalk including clearing during winter events. If the County Engineer or Building Administrator determine the condition of the sidewalk warrants replacement the lot owner will be responsible for the cost of the replacement.

## **Easements**

No permanent encroachments shall be allowed within any of the following easements:

1. Access Easements -- Access easements providing legal access to land shall be at least fifty (50) feet in width and shall have the capability of providing suitable locations for future public streets meeting the standards set forth in this ordinance. No more than three lots shall receive access from a private access easement.

2. Drainage and Utility Easements -- Drainage and utility easements shall be at least fifteen (15) feet in width on each side of any public street that has a right-of-way width of less than fifty (50) feet.

3. Utility Easements -- Utility easements shall be allocated in areas of suitable size and location. Such easements shall provide reasonable continuity from block to block and shall be at least fifteen (15) feet in width. The Plan Commission may require larger easements when it deems such additional width necessary for carrying out the purposes of this section.

4. Drainage Easements -- Drainage easements shall be provided where the Plan Commission deems them necessary to provide proper drainage for the subdivision. Such easements shall be at least fifteen (15) feet in width and may be coincident with utility easements. Where a regulated drain traverses a subdivision, the easement for the drain shall be in accordance with the Montgomery County Surveyor and the Montgomery County Drainage Board.

5. Maintenance Easements -- Maintenance easements for dams or adjoining property may be required where the Plan Commission deems them appropriate.

6. Farm Tile Easements -- Farm tile easements for protection and maintenance shall be at least thirty (30) feet in width, and shall be provided where there are farm tiles that are to remain on

property proposed for subdivision. The Plan Commission may require larger easements when it deems such additional width necessary for carrying out the purposes of this section.

### **Street Identification Signs and Regulatory Signs**

1. Installation -- The owner shall install street identification signs at each street intersection within and on the perimeter of the subdivision. The developer shall install all appropriate regulatory signs as required by the County Engineer's office.

2. Street Identification Signs -- Street identification signs shall comply with the current issue of Indiana Manual of Uniform Traffic Control Devices regarding size, material, reflectivity and location. Street identification signs for public roads shall be white letters on a green background. Street identification signs for private roads shall be white letters on a blue background. Size of letters and sign dimensions shall comply with Montgomery County Highway Department requirements.

3. Regulatory Signs -- Regulatory signs shall comply with the current issue of Indiana Manual of Uniform Traffic Control Devices regarding size, material, reflectivity and location. The developer shall place regulatory signs in accordance with the current issue of the Indiana Manual of Uniform Traffic Control Devices and as directed by the Montgomery County Highway Department.

4. Locations -- Sign locations must be shown on the construction plans.

### **Roadside Ditches**

1. When Required -- Roadside ditches are required for all existing or proposed roads that will not have curbs and gutters.

2. Shoulder Width and Slopes -- Roadside ditches shall be located so as to provide a shoulder width as shown in the Montgomery County Standards and sound engineering design. Drainage side slopes shall be 3:1. In no case shall the shoulder width be less than four (4) feet. The Plan Commissioner may require a wider shoulder and drainage ditch.

3. Culvert Cover -- Roadside ditches are to be constructed to provide a minimum of twelve inches (12") of cover over the driveway culvert pipe, or as recommended by the manufacturer, whichever is greater.

4. Driveway Pipe Size -- The minimum size of a driveway pipe shall be twenty-four feet (24') of twelve-inch (12") culvert pipe. The Montgomery County Highway Department may require a larger pipe diameter and/or length.

### **Bridges and Similar Drainage Structures**

1. Design and Construction Standards -- All bridges and similar drainage structures shall be designed and constructed in accordance with AASHTO Standard Specifications for Highway Bridges, Current Edition and the Standard Specifications.

2. Rails -- All bridges shall be designed to incorporate a crash-tested barrier rail per Indiana Department of Transportation (INDOT) specifications and adequate lengths of a crash-tested approach rail. The length of approach rail shall meet INDOT Rehabilitation, Restoration, and/or Resurfacing (3R or RRR) requirements or better, and be approved by the County Engineer.



3. Approval -- Structure size and type and final design plans must be approved by the Montgomery County Engineer. The County Engineer may require additional right of way for future maintenance of the structure.

4. Testing and Inspection -- Material certifications and testing must be done during construction in accordance with INDOT Specifications, and copies provided to the County Engineer. On-site construction inspection shall be provided by the owner in accordance with County procedures for locally funded bridges, with the County Engineer copied on all inspectors' reports and correspondence. Also, the County Engineer must participate in the final inspection. A separate Maintenance Bond for three (3) year must be provided to the County Engineer.

All construction within an existing county road right-of-way and any crossings of the travel surface will require a permit from the County Engineer prior to construction. Whenever any construction activities occur within a public road right-of-way, traffic control devices shall be placed in accordance with INDOT standards and the Manual on Uniform Traffic Control Devices, Part VI. The devices shall be installed prior to any construction and shall be maintained during the entire time that the special conditions exist. They shall be removed immediately thereafter.

### **Construction Within Road Right-of-Way**

All right-of-way repairs on the pavement or within five (5) feet of the edge of the pavement shall be backfilled with Structure Backfill or Flowable Mortar as specified in the Standard Specifications. Installation shall conform to Section 715 of the Standard Specifications. Any deviation from these provisions must be approved by the County Engineer's Office prior to repair.

### **Right-of-Way Repairs**

All right-of-way repairs on the pavement or within five (5) feet of the edge of the pavement shall be backfilled with Structure Backfill or Flowable Mortar as specified in the Standard Specifications. Installation shall conform to Section 715 of the Standard Specifications. Any deviation from these provisions must be approved by the County Engineer's Office prior to repair.

# Plan Commission Certification

Wednesday, November 18, 2020 2:31 PM

**MONTGOMERY COUNTY PLAN COMMISSION**  
**Certification of proposed amendment to Chapter 152 Subdivisions**  
**"Appendix A"**

The Montgomery County Plan Commission, pursuant to Indiana Code 36-7-4-605 and 607, hereby certifies to the Montgomery County Board of Commissioners a proposed amendment to Chapter 152 Subdivisions, Appendix A, Street Design and Street Improvement standards. The proposed amendment to Chapter 152 is attached.

The Plan commission believes the proposed amendment to Chapter 152 is consistent with Indiana Code 36-7-4-600 series and otherwise complies with Indiana Code 36-7-4 and all other legal requirements.

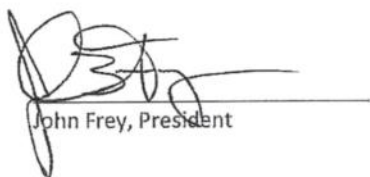
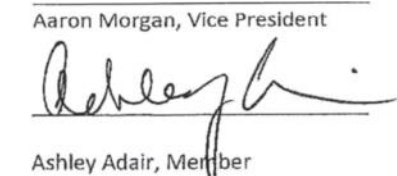
The Plan Commission held a properly noticed public hearing on the proposed amendment to Chapter 152, Appendix A, on October 28, 2020, and considered all verbal and written comments submitted to the Plan commission.

When considering the proposed amendment to Chapter 152, the Plan Commission paid reasonable regard to the (1) the Subdivision code; (2) the conservation of property throughout Montgomery County; (3) the Comprehensive Plan; (4) responsible development and growth; (5) the Thoroughfare plan.

After proper consideration, a majority of the Plan Commission members voted to make a favorable recommendation to the Montgomery County Commissioners with one text addition; Curb Radii of 40' when adjoining to a State of Indiana road right of way. The vote was 6 in favor, 0 against, and 0 abstentions.

The Plan Commission now certifies the proposed amendment, Appendix A, of Chapter 152 Subdivisions to the Board of county Commissioners and recommends that the Commissioners approve and adopt the proposed amendment to Chapter 152 Subdivisions.

This certification is made on October 28, 2020, by a majority of the Montgomery County Plan Commission, as follows:

	IN FAVOR	AGAINST
 John Frey, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Aaron Morgan, Vice President	<input type="checkbox"/>	<input type="checkbox"/>
 Ashley Adair, Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Jordan Burkett  
Jordan Burkett, Member

✓

\_\_\_\_\_

Steve Canfield  
Steve Canfield, Member

✓

\_\_\_\_\_

Tom Cummins  
Tom Cummins, Member

✓

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\_\_\_\_\_  
Mark Davidson, Member

\_\_\_\_\_

\_\_\_\_\_

Steve Loy  
Steve Loy, Member

✓

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\_\_\_\_\_  
Tammy Meyers, Member

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

Man Burt  
Secretary

Date: October 28, 2020

# Ordinance 2020-45

Tuesday, November 17, 2020 5:10 PM

## **Montgomery County Board of Commissioners**

### **Ordinance 2020-45**

#### **An Ordinance Adopting Text Amendment to Subdivision Control Ordinance**

Whereas, on October 28, 2020, the Montgomery County Plan Commission approved a favorable recommendation for text amendments to the Montgomery County Subdivision Control Ordinance (Chapter 152 of County Code), specifically an amendment which would add proposed Street Standards as Appendix A to the Subdivision Control Ordinance; and

Whereas, the Plan Commission certified its recommendation to the Montgomery County Board of Commissioners (the “Board”), and the Board published notice that it would consider the proposed text amendment; and

Whereas, the proposed text amendment would make changes to the Subdivision Control Ordinance which are necessary to establish specific standards for roads and streets so that developers can design their subdivision roads and streets to be compliant with the County’s requirements; and

Whereas, because this text amendment received a favorable recommendation from the Plan Commission, the Board must either adopt, reject, or amend the proposed text amendment to the Subdivision Control Ordinance; and

Whereas, the Commissioners, having conducted a public hearing on the proposed text amendments on November 23, 2020 and considered the recommendation of the Plan Commission, public comments and written correspondence from citizens regarding the proposed text amendments to the Subdivision Control Ordinance, now find as follows:

1. The proposed text amendments to the Subdivision Control Ordinance are consistent with the Comprehensive Plan in that they promote orderly and harmonious development and provide for the design and construction of roads and streets in subdivisions which are consistent with County standards;

2. The proposed text amendments to the Subdivision Control Ordinance pay reasonable regard to current conditions and the character of current structures and uses in each district by providing uniform standards for design and construction of roads and streets in subdivisions in the County;

3. The proposed text amendments to the Subdivision Control Ordinance pay reasonable regard to the most desirable use for which land in each district is adapted by providing for uniform standards for roads and street in subdivisions which will lead to harmonious development;

4. The proposed text amendments to the Subdivision Control Ordinance promote the conservation of property values throughout the unincorporated areas of the County by establishing uniform standards for roads and streets which will increase the value of land as it is developed; and

5. The proposed text amendments to the Subdivision Control Ordinance promote responsible development and growth by requiring development to occur with enhanced standards.

**Whereas**, the Commissioners also find that the proposed text amendments to the Subdivision Control Ordinance should be adopted and incorporated into the County Subdivision Control Ordinance; and

**Whereas**, the Auditor will record this ordinance and the text amendments to the Subdivision Control Ordinance in the Office of the Recorder and publish notice of adoption of this ordinance.

**IT IS, THEREFORE ORDAINED** that the proposed text amendments to the Subdivision Control Ordinance, which are attached as Exhibit A, are hereby adopted and hereby incorporated into the Subdivision Control Ordinance and made part of Chapter 152 of the Montgomery County Code as new Appendix A.

**IT IS FURTHER ORDAINED** that the Auditor will record this ordinance in the Office of the Recorder of Montgomery County and publish notice of the adoption of this ordinance.

**IT IS FURTHER ORDAINED** that the text amendments to the Subdivision Control Ordinance will become effective on January 1, 2021.

**IT IS FURTHER ORDAINED** that any other provision of the County Code which is not specifically amended by this ordinance shall remain in full force and effect.

Adopted this 23rd day of November, 2020.

Montgomery County Board of Commissioners:

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James D. Fulwider, President

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John Frey, Vice President

---

Dan Guard, Member



Attest:

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Jennifer Andel, Auditor

This ordinance was prepared by Daniel L. Taylor, Attorney-at-Law, Taylor, Chadd, Minnette, Schneider & Clutter, P.C., 105 North Washington Street, Crawfordsville, Indiana 47933. Telephone 765-361-9680.

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

Daniel L. Taylor

# **APPENDIX A**

## **MONTGOMERY COUNTY ROAD AND STREET DESIGN STANDARDS**

**Adopted November 23, 2020**

**Effective January 1, 2021**

## **Street Design Standards and Street Improvements**

### **Conformance with Regulations**

The arrangement, character, extent, width, grade, and location of all streets shall conform to all of the elements of these regulations. Indiana Department of Transportation Standard Specification Montgomery County Standards dated 12/06/2000 shall be used for all improvements.

### **Street Classifications**

Street classifications are as follows:

1. Minor Arterial
2. Major Collector
3. Minor Collector
4. Local Roads
5. Cul-de-sac

### **Design Standards**

Street designs shall adhere to the following design standards:

1. AASHTO Standards -- Current AASHTO Standards shall be followed as minimum design requirements unless otherwise specified in this Ordinance.
2. Conformance with Plans -- All streets shall be planned to conform to the Comprehensive Plan and the Montgomery County Thoroughfare Plan.
3. Protection of Property -- Whenever a subdivision abuts or contains an existing or proposed major street, the Plan Commission may require frontage roads, screening of double frontage lots, a "non-access" easement along the property lines, deep lots, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. In those instances, where a non-access easement is proposed along a state or federal highway, this easement shall be granted specifically to Indiana Department of Transportation.
4. Connecting Street Pattern -- In order to provide a functional County street system, the Plan Commission may require an owner to construct a street pattern that provides connections to adjoining developed and vacant undeveloped properties. The coordination of streets from one (1) subdivision to another is essential to the county in order to provide a continuation of not only vehicular access, but also for transportation and distribution lines for most utilities, such as water, sewer, gas, electricity and telephone systems.
5. Access to Vacant Land -- The Plan Commission may waive the requirement of constructing an access street to vacant land. In these cases, the owner shall be required to dedicate the necessary right-of-way, but the person who develops the adjoining vacant property will be required to construct the street. The Plan Commission shall determine at the primary hearing, the need and location of these access streets.

6. Continuation of Streets -- All streets, including those proposed to provide the continuation of streets to adjacent property, shall be constructed to the boundary lines of the subdivision and in accordance with the standards of this ordinance. If a subdivision is approved contiguous to existing right-of-way dedicated for a continuing street, but the street has not been constructed, the owner of the new subdivision must construct the entire street including the portion that is not contained within the owner's project.

7. Street to Match Plan -- A proposed street, matching the Thoroughfare Plan standards, or at a minimum classified as a local road, shall provide for the continuation of existing, planned or platted streets on adjacent property.

8. Street Parallel to Railroad or Roads -- Where a subdivision borders on or contains a railroad right-of-way, limited access highway right-of-way, arterial or collector street, the Plan Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land. Such distances shall also be determined with due regard for the requirements of the approach grade of any future grade separation structure.

9. Dead End Streets -- A dead end street shall not be permitted except where a street is proposed to be and should logically be extended but is not yet constructed. A temporary cul-de-sac shall be constructed for any dead-end street that exceeds three hundred (300) feet in length from the nearest intersection. Drainage details for the temporary cul-de-sac shall be specified by the applicant and approved by the Plan Commission. A dead-end street that does not require a temporary cul-de-sac shall have adequate drainage provisions as approved by the Plan Commission.

10. Stub Streets -- Where, in the opinion of the Plan Commission, street connection to adjoining property is appropriate, proposed streets shall be extended to the boundary of the development for connection to existing streets on the boundary of adjoining property or for future connection. Stub streets shall be placed at intervals of one thousand (1000) feet.

11. Temporary Cul-de-Sacs -- A temporary cul-de-sac shall have an easement radius of not less than fifty (50) feet and shall have a driving surface radius of not less than forty (40) feet. The cross section of a temporary cul-de-sac shall be at least nine (9) inches of compacted #53 aggregate over a compacted sub-base. If it is anticipated that the temporary cul-de-sac will be required for longer than three (3) years, additional two- (2) inches of asphalt intermediate shall be required. Any temporary cul-de-sac still with a stone surface at the end of the maintenance period must be paved with two (2) inches of asphalt intermediate prior to release of the maintenance guarantee.

12. Permanent Cul-de-Sacs -- Permanent cul-de-sacs shall not provide access to more than 25% of all lots in the subdivision, and no cul-de-sac shall serve more than twenty (20) lots. Cul-de-Sacs shall not be used to avoid connection with an existing street, to avoid extension of a collector or arterial street, or to avoid connection to adjoining property.

13. Access Easement -- An easement providing access to a street shall be prohibited except where it serves no more than three lots, and the Plan Commission finds that the plans for its control and maintenance is clearly defined.

14. Right-of-Way Width -- The street right-of-way width shall be in accordance with the Thoroughfare Plan right-of-way widths:

- a. Minor Arterial – 85'
- b. Major Collector – 70'
- c. Minor Collector – 60'
- d. Local Road – 50'
- e. Subdivision Road – 50'
- f. Cul-de-sac – 55' radius

15. Paving Width -- The paved width of all streets shall be adequate to serve the existing and future estimated traffic load for the development.

a. A new local road or subdivision road widths shall be in accordance with Table 5.2 Typical Roadway Standards of the Montgomery County Thoroughfare Plan. The Plan Commission has the shall have the authority to increase/decrease the right of way widths.

b. A cul-de-sac shall be paved to a diameter of ninety feet (90') measured at the asphalt pavement edge excluding concrete curb or stone shoulders.

c. A new local road or subdivision road shall be paved in accordance with the Montgomery County Standards dated 12/06/2000. Where a proposed street is an extension of an existing paved street that exceeds the minimum dimension set forth above, the Plan Commission shall require the owner to match the width of the existing paved street.

16. Minimize Through Traffic -- Proposed local, subdivision, or cul-de-sac streets shall be designed to minimize through traffic movement, which is to be limited to collector streets.

17. Acceptable Limits -- Acceptable limits for visibility, curvature, and maximum grade depend on topography, functional classification, anticipated traffic volumes, number and nature of access points, etc. Road design specifications shall be based on AASHTO guidelines and sound engineering judgment. The County Engineer must approve the design speeds selected for each project.

18. Street Grade -- A proposed street shall be adjusted to the contour of the land so as to provide usable lots grades & driveway slopes and a reasonable street grade. The maximum allowable street grade shall not exceed five (5) percent. The minimum allowable street grade shall not be less than five-tenths (0.5) percent.

19. Intersection Sight Distance -- The values for intersection sight distance shall be used at all intersections, both for new and existing intersections. No new features such as signs, embankments, walls, or landscaping, shall be constructed which reduces the sight distance below the intersection sight distance.

20. Decision Sight Distance -- Where unusual or complex situations exist, decision sight distance (per AASHTO Standards) may be required by the County Engineer to provide an added margin of safety.

21. Reverse Curves -- A reverse curve on a major street shall have a straight tangent between elements of said reverse curve of not less than one hundred (100) feet.

22. Additional Requirements -- The sections above deal with minimum requirements. Individual projects, particularly commercial and industrial subdivisions, may warrant additional requirements dictated by sound engineering design. Such additional requirements must be specified by the Plan Commission as a condition of approval.

23. Safety Concerns -- The Plan Commission may deny the proposed location of an access road from a proposed development onto an existing or proposed county road, due to safety concerns.

24. Improvements Required -- If, in the sole opinion of the Plan Commission, the proposed access road presents a potential hazard to the motoring public, the applicant may be required to make improvements to an existing or proposed county road as a condition of allowing access. These improvements may include, but are not limited to deceleration or acceleration lanes, passing blisters or other improvements.

a. Criteria -- Improvements shall be required based on the following criteria:

- I. Sight distance;
- II. Number of lots;
- III. Proposed use;
- IV. Street classification;
- V. Traffic generation;
- VI. Existing or proposed conditions; and
- VII. Sound engineering design.

b. Intersections -- As a minimum requirement, at an intersection of a subdivision street, commercial or industrial drive with an existing street or road, the developer shall install deceleration, acceleration, and passing lanes along the existing roadway in accordance with the geometry delineated in the Indiana Department of Transportation Driveway Permit Manual Version 1.1 dated August 2018.

c. Construction -- All roadwork involving the construction of passing blisters and/or accel/decal lanes shall require a one-inch (1") overlay of bituminous surface which shall extend across the full width of the existing roadway as well as the new features. Limits of this work shall be the extreme ends of the tapers and/or blister. Butt joints shall be milled at the ends of the work to ensure a smooth transition. The pavement section shall be installed in accordance with the Montgomery County Standards.

25. Number of Access Roads -- The minimum number of access roads required into a subdivision will be based upon the number of lots. For residential subdivision access with 50 or less lots one public entrance shall be required. For residential subdivision access with 51 or greater lots two public entrance shall be required. These are minimum recommendations, and the Plan Commission may require additional access. All access points required by the

number of lots in that phase must be provided for in that phase, or in a previous phase, and not delayed to a future phase.

26. Cul-de-Sac Length -- A cul-de-sac street shall not exceed six hundred feet in length measured from the centerline of the nearest intersection to the center of the cul-de-sac.

27. Half Streets -- Dedication of new half streets shall be prohibited. Where a dedicated or platted half street is adjacent to a tract being subdivided, the other half of said half-street shall be platted and constructed.

28. Additional Right-of-Way for Existing Streets -- The applicant shall dedicate additional right-of-way width as required to meet these regulations when the subdivision adjoins or includes an existing street that does not conform to the minimum right-of-way dimension as established by the Comprehensive Plan and the Montgomery County Thoroughfare Plan.

29. Blocks -- Block lengths in residential areas shall be two lots deep and shall not exceed eight hundred (800) feet in length, nor be less than three hundred (300) feet in length, with length measured centerline of street to centerline of street. Pedestrian ways shall be required through the middle of blocks that are more than eight hundred (800) feet long, or at other appropriate locations, as deemed necessary by the Plan Commission. In determining whether pedestrian ways are required, the Plan Commission shall consider methods of maintaining such ways, and the usefulness in providing access to any common open space, water areas, recreational areas, schools, churches, and other surrounding uses.

30. Cul-de-Sac Islands -- No fence, wall, sign, hedge, tree or shrub planting, or other similar item which obstructs sight lines and elevations between two (2) and eight (8) feet above the street shall be placed within any cul-de-sac island.

31. Traffic Calming -- It is a goal of Montgomery County to create residential streets that are safe and contribute to the quality of life within the neighborhoods. This Ordinance encourages street design that accomplishes this goal by the use of street hierarchy, geometric standards, and good engineering practices. When utilized appropriately, responsible street design does not need extraneous or additional "traffic calming" features. However, if deemed necessary, such traffic calming features will be designed and located according to standard recommended practices and must be approved by the County Engineer.

32. Maximum Ponding Depth -- Maximum ponding depth shall be six (6) inches at the crown of the roadway for a 100-year storm event.

33. Horizontal centerline curve radius shall meet or exceed 1990 AASHTO Standards and shall correspond to the following design speeds:

- a. Subdivision Roads shall have a design speed of 30 mph and require a 150-foot minimum centerline radius.
- b. Local Roads, Minor and Major Collectors shall have a design speed of 40 mph and require a 300-foot minimum centerline radius.
- c. Primary Arterials and Secondary Arterials shall have a design speed of 50 mph and require a 675-foot minimum centerline radius.
- d. Tangent distance between reverse curves shall be 100 feet.

34. Subdivision – the curb/gutter and sidewalk requirements are based upon total number of lots in a subdivision and not based upon each section (phased development). The overall size of the development is required to be shown on the preliminary plat.

### **Intersections**

1. Curb Radii -- Street curbs shall be rounded by radii of sufficient length to permit the smooth flow of traffic, but in no case shall the curb radii be less than twenty-five (25) feet for Local Roads, or forty (40) feet for a Minor Arterial, and Major/Minor Collectors or roads in a commercial or industrial development or roads which intersect with State Roads or State Highways.

1. Street with No Curbs -- Where a proposed street with curbs intersects an existing street without curbs, the curb radius shall be designed so there is a minimum of twelve (12) feet separation between the curb and edge of the existing street pavement. Termination of curb shall be a smooth taper terminating to meet a proposed grade.

2. Separation Between Right-of-Way and Curb -- Street right-of-way at intersections shall be designed to provide a minimum of ten (10) feet separation between the street right-of-way and curb.

3. Angle -- Intersections shall be as nearly at right angles as is possible, and no intersection shall be at an angle of less than seventy-five (75) degrees.

5. Multiple Street Intersections -- Intersection of more than two (2) streets at one point shall not be permitted.

6. Roundabouts -- Roundabout or traffic circles and appropriate signage shall be approved by the County Engineer. Design of roundabouts shall follow guidelines set forth by the Federal Highway Administration.

7. Radii Follow Greater Functional Classification -- When a street of lesser functional classification intersects with a street of greater functional classification the radii arcs at the intersection will comply with the standards for the street of greater functional classification.

8. Straight Street -- There shall be at least one hundred (100) feet of straight street before entering an intersection, unless otherwise approved by the County Engineer.

9. Driveway Separations -- Driveway locations shall conform to the following minimum requirements for separation:

- a. Minor Arterial – 300' Residential Driveway, 600' Non-Residential Driveway
- b. Major Collector – 200' Residential Driveway, 200' Non-Residential Driveway
- c. Minor Collector – 200' Residential Driveway, 200' Non-Residential Driveway
- d. Local Road – 100' Residential Driveway, 100' Non-Residential Driveway
- e. Subdivision Road – 75', with maximum of one per lot

10. Street Separations -- Street intersections shall not be closer than three hundred (300) feet center line to center line for residential and local streets and six hundred (600) feet center



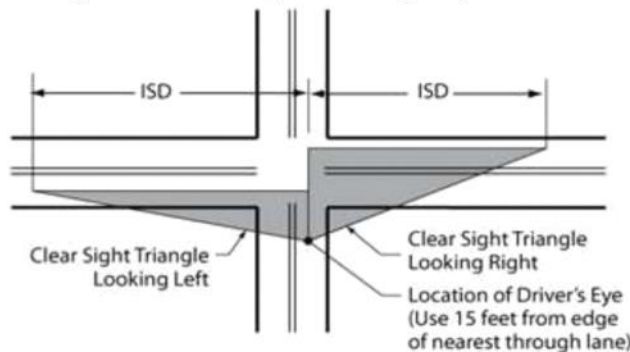
line to center line for collector and arterial streets and must be denoted on the construction plans. This provision does not apply to a frontage road.

11. Pavement Thickness – When a street of lesser functional classification intersects with a street of greater functional classification, whether new or existing, the pavement thickness of all improvements within the right-of-way of the intersection shall comply with the street requiring the greatest thickness.

### Sight Distance at Intersections

1. Insufficient sight distance can be a contributing factor in intersection traffic crashes. Intersection sight distance is typically defined as the distance a motorist can see approaching vehicles before their line of sight is blocked by an obstruction near the intersection. The driver of a vehicle approaching or departing from a stopped position at an intersection should have an unobstructed view of the intersection, including any traffic control devices, and sufficient lengths along the intersecting roadway to permit the driver to anticipate and avoid potential collisions. Examples of obstructions include crops, hedges, trees, parked vehicles, utility poles, or buildings. In addition, the horizontal and vertical alignment of the roadway approaching the intersection can reduce the sight triangle of vehicles navigating the intersection.
2. It is important for approaching motorists on the major road to see side street vehicles approaching the Stop sign, and for minor road motorists to see approaching major road vehicles before entering the intersection. Poor sight distance can lead to rear-end crashes on the approaches and to angle crashes within the intersection because motorists may be unable to see and react to traffic control devices or approaching vehicles.
3. The area needed for provision of this unobstructed view is called the Clear Sight Triangle (see Figure 3).

**Figure 3. Sight Distance Triangles for 4-Leg Stop-controlled Intersections<sup>9</sup>**



4. The Intersection Sight Distance (ISD) is measured along the major road beginning at a point that coincides with the location of the minor road vehicle. Table 3 provides the recommended values for ISD, based on the following assumptions:
  - Stop control of the minor road approaches;
  - Using driver eye and object heights associated with passenger cars;
  - Both minor and major roads are considered at level grade;
  - Considers a left-turn from the minor road as the worst-case scenario (i.e., requiring the most sight distance); and

- The major road is an undivided, two-way, two-lane roadway with no turn lanes.
5. If conditions at the intersection being evaluated differ from these assumptions, an experienced traffic engineer or highway designer should be consulted to determine whether different ISD values should be used.

**Table 3. Sight Distance at Intersections**

Speed (mph) *	Stopping Sight Distance (ft.)	Design Intersection Sight Distance (ft.)
25	155	280
30	200	335
35	250	390
40	305	445
45	360	500
50	425	555
55	495	610
60	570	665
65	645	720

Source: *A Policy on Geometric Design of Highway and Streets*, 5th Edition, American Association of State Highway and Transportation Officials (AASHTO), 2004.


6. Stopping Sight Distance (SSD) provides sufficient distance for drivers to anticipate and avoid collisions. However, in some cases this may require a major road vehicle to stop or slow to accommodate the maneuver by a minor road vehicle. To enhance traffic operations, sight distances that exceed the recommended SSD (as shown in Table 3) are desirable.
- a. Intersection Visibility -- No fence, wall, sign, hedge, tree or shrub planting or other similar item which obstructs sight lines at an elevation between two (2) and eight (8) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points twenty-five (25) feet from the intersection of residential or local road lines, and fifty (50) feet from the intersection of arterial or collector road lines, or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.
  - b. Median Visibility -- No fence, wall, sign, hedge, tree or shrub planting, or other similar item which obstructs sight lines and elevations between two (2) and eight (8) feet above the street shall be placed within any median area within one hundred (100) feet of an intersection. No walls, rocks, or boulders larger than two (2) feet in any dimension shall be placed in the median.
  - c. Stop Sign Visibility -- No trees shall be planted in any portion of a public street right-of-way within one hundred fifty (150) feet of a stop sign.


## **Street Improvements**


1. Plan and Profile -- In general, a street shall be completed to the grade shown on the plan and profile sheet. A plan and profile sheet for each street shall be provided by the owner and prepared by a registered professional engineer or registered land surveyor.
2. Street Construction Standards -- The minimum requirements for street construction shall be in accordance with the latest edition of "Standard Specifications" of the Indiana Department of Transportation, in effect at the time of approval. (Hereinafter referred to as the Standard Specifications).
  - a. Subgrade -- The subgrade shall be prepared in compliance with the Standard Specifications.
  - b. Subbase -- The subbase, where required, shall be #53 crushed aggregate (or equal), as determined by the County Engineer, and shall be prepared in compliance with the Standard Specifications. If the subgrade is modified in accordance with the Standard Specifications, there shall be no reduction of the required aggregate thickness.
  - b. Street Surface -- The street surface shall be of Portland cement concrete or hot asphaltic concrete. Portland cement concrete materials and construction shall be in compliance with Section 500 of the Standard Specifications and these regulations. The Montgomery County Engineer has determined that any part of the subgrade or subbase is frozen when its temperature reaches 32° Fahrenheit. Hot asphaltic concrete materials and construction shall be in compliance with Section 400 of the Standard Specifications and these regulations.
3. Backfill -- All utility excavations under the pavement or within five (5) feet of the edge of the pavement be backfilled with Structure Backfill or Flowable Mortar as specified in the Standard Specifications. Installation shall conform to the Standard Specifications. Any deviation from these provisions must be approved by the County Engineer's Office prior to construction.
4. Subsurface Drains -- Subsurface drains shall be installed at a depth of two (2) feet below and behind the back of curb in line with and parallel to the inside face of the curb or along the junction where the face of the concrete curb meets material for the travel surface. The subsurface drains shall be a minimum of six- (6) inch diameter perforated polyethylene pipe. Four (4) inch laterals shall be provided for each lot, extended to the right-of-way line and capped. The ends shall be marked by permanently marking (stamping) the lateral in the curb and extending a board or other suitable material to the surface and dimensioned on the record drawings. No direct surface water, or garage floor drains will be allowed to connect to the subsurface drain.
4. Aggregate Base -- Stone aggregate base shall be placed under the curb and extended to the aggregate placed for the subsurface drain. This aggregate base






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## Montgomery County Board of Commissioners

### Acting as the Hearing Board Regarding A Code Violation For Obstruction of a Right-of-Way in Violation of Section 94.01 of the County Code

In the Matter of Montgomery County,                     )  
   )  
v.   )  
   )  
Caleb Thayer.   )

#### FINDINGS OF FACT, CONCLUSIONS, ORDER AND FINE CITATION

This matter comes before the Montgomery County Board of Commissioners on a Notice of Violation of Section 94.01 of the Montgomery County Code. Specifically, the Montgomery County Highway Director, Jeremy Phillips found that Caleb Thayer of 1781 South Connie Drive, Crawfordsville had constructed a dirt bike track on land owned by Montgomery County which constitutes the eastern right-of-way of Nucor Road. Phillips provided Thayer with written notice to correct this obstruction of right-of-way on June 9, 2020 and this notice directed Thayer to remove the obstruction on or before July 11, 2020. Phillips later reported to the Board that Thayer had failed to remove the obstruction.

As a result of this failure, the Board issued a Notice of Hearing and Notice of Fine to Thayer. These notices were mailed to Thayer by regular and certified mail and published in the *Journal Review* and *The Paper of Montgomery County* more than 10 days prior to the hearing conducted by the Board on November 23, 2020.

At the hearing in this matter, the Board heard evidence regarding the obstruction. Having considered all of the evidence, the Board hereby finds as follows:

Having considered all of the evidence, the Board hereby finds as follows:

1

1. Caleb Thayer constructed a dirt bike track on land owned by the County which constitutes right-of-way east of Nucor Road;

2. This track constitutes an obstruction in the right-of-way in violation of Section 94.01 of the Montgomery County Code;

3. The County Highway Department provided Thayer with a Notice to Correct which directed Thayer to remove the obstruction on or before July 11, 2020;

4. Thayer failed and refused to remove the obstruction;

5. The Highway Director reported this failure to the Board, and the Board provided notice to Thayer by regular and certified mail and by publication that it would conduct a hearing on November 23, 2020 at 8 o'clock a.m. and that the Board would consider evidence on this matter;

6. Thayer failed to appear at the hearing;

7. The Highway Department will remove the obstruction in the County right-of-way and certify the cost of this removal to the Board and to Thayer;

8. Thayer will have thirty (30) days from the date of the certification within which to pay the cost of removal to the Montgomery County Treasurer;

9. Pursuant to Section 94.99 of the Montgomery County Code, any person who creates, causes, continues, allows or maintains any obstruction is subject to a fine in the amount of \$100 per day until the obstruction is abated;

10. Because Thayer was obligated under the Notice to Correct to abate the obstruction on or before July 11, 2020 and have failed to do so, Thayer is subject to a fine in the amount of \$100 for each day after July 11, 2020 during which the obstruction remains unabated;

11. This fine is in addition to the cost of abatement;

12. As of November 23, 2020, Thayer is obligated to pay a fine of \$100 per day for 135 days for a total fine of \$13,500.00;

13. This order is a notice of the fine to Thayer, and he will have 30 days after the mailing of this order to pay the fine;

14. If Thayer fails to timely pay the fine and/or the cost of removal of the obstruction, the County Attorney is authorized to any and all legal action in order to collect the fine and/or cost of abatement.

#### **Conclusions, Order and Notice of Fine**

1. Caleb Thayer has violated Section 94.01 of the Montgomery County Code by constructing an obstruction in a right-of-way;

2. Thayer has failed and refused to remove the obstruction;

3. The Montgomery County Highway Department will remove the obstruction and certify its costs of removal with the Board and Thayer;

4. Thayer will have thirty (30) days from the date of certification within which to pay the cost of removal to the Montgomery County Treasurer;

5. In addition to the cost of abatement, a fine in the amount of \$13,500 is hereby assessed against Thayer for his violation of the County Code;

6. This order is notice of the fine to Thayer, and he will have 30 days after the mailing of this order to pay the fine to the Montgomery County Treasurer;

7. If Thayer fails to timely pay the fine and/or the cost of removal, the County Attorney is authorized to any and all legal action in order to collect the fine and/or the cost of abatement.

IT IS SO ORDERED, this 23<sup>rd</sup> day of November, 2020.

the Board of Commissioners will provide you with a fine citation. You will have 30 days after the mailing of the fine citation to pay the fine.

If you have questions regarding this notice, you may contact Tom Klein, County Administrator, at 765-361-\_\_\_\_\_ or by email at [Tom.Klein@montgomerycounty.in.gov](mailto:Tom.Klein@montgomerycounty.in.gov).

Date: \_\_\_\_\_

\_\_\_\_\_  
President, Montgomery County Commissioners

Montgomery County Board of  
Commissioners:

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James D. Fulwider, President

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John Frey, Vice President

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Dan Guard, Member

Attest:

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Jennifer Andel, Auditor

Distribution:

Caleb Thayer  
1781 S. Connie Dr.  
Crawfordsville, IN 47933  
(by regular and certified mail)

Montgomery County Treasurer

#### NOTICE OF RIGHT TO APPEAL

You have the right to appeal this order to the Montgomery Circuit Court. Any such appeal must be filed with the Clerk of the Court within 30 days of the date of the Board of Commissioner's decision. If you do not file an appeal with the Clerk within 30 days of the Boards' decision, you will waive your right to appeal.

# Open Highway Department Bids

Tuesday, November 17, 2020 3:22 PM

## NOTICE TO BIDDERS

### Montgomery County Highway Department 2021 Annual Bids

Gas, Fuel, Oil, Culverts, Aggregates, Bituminous, 50/50 Dust Control, Signs, Guard Rail and Tires

Notice is given that the Board Of Commissioners of Montgomery County, Indiana will receive sealed Bids for the year 2021 for the following: Gas, Fuel, Oil, Culverts, Aggregates, Bituminous, 50/50 Dust Control, Signs, Guard Rail and Tires in the Montgomery County Auditor's Office, Montgomery County Courthouse, 100 E Main St., Room 102, Crawfordsville, Indiana 47933, no later than 2:00 p.m. (local time), Friday, November 20, 2020 any bids received after 2:00 p.m. Friday, November 20, 2020 will be returned unopened to the bidder.

Interested bidders should obtain complete written specifications for Gas, Fuel, Oil, Culverts, Aggregates, Bituminous, 50/50 Dust Control, Signs, Guard Rail, Tires, Tubes and Batteries at the Montgomery County Highway Department, 818 Whitlock, Crawfordsville Indiana 47933 or by contacting the Montgomery County Highway Department at (765) 362-2304. The written specifications will also be available via our website at [www.montgomerycounty.in.gov](http://www.montgomerycounty.in.gov). All bids should be submitted on Indiana State Board of Accounts forms.

All bids **MUST** have a signed **Contractor's Nepotism-Policy Compliance Affidavit, Agreement Addendum Requiring E-Verify Compliance, Contractor's Affidavit HEA 1005 (2012) and Public Law 21 (2012) Compliance, Non-Collusion Affidavit**

All bids will be opened at a regular meeting of the Montgomery County Commissioners that will take place Monday, November 23, 2020 at 8:00 a.m., in the Council Chambers on the first floor of the Montgomery County Courthouse, 100 East Main Street, Room 103, Crawfordsville, Indiana 47933. All bids may be taken under advisement for review by the Highway Director.

The Highway Director will make his recommendation for the bids at the Montgomery County Commissioner's Meeting in December 2020 at 8:00 a.m. The Montgomery County Commissioners reserve the right to reject all bids if it determines it is in the County's best interest to do so and to waive any informality in bidding.

**\*\*\* ALL BIDS MUST BE SEALED AND MAILED TO THE MONTGOMERY COUNTY COURTHOUSE, 100 E MAIN ST, ROOM 102, CRAWFORDSVILLE, IN 47933.**

**MUST HAVE ON THE OUTSIDE OF THE BID PACKET WHAT YOU ARE BIDDING.\*\*\***

**ALL DELIVERIES ARE REQUIRED TO USE SR 47 TO MEMORIAL DRIVE TO WHITLOCK.**

Dated the 26th day of October 2020



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Jennifer Andel  
Auditor, Montgomery County

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

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Jim Fulwider-President

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John Frey-Vice President

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Dan Guard-Member

# HWC Proposal

Tuesday, November 17, 2020 10:56 AM

From Jim Peck, County Engineer:

Montgomery County is submitting an application for Federal funding "INDOT call for projects" to replacement and upgrade existing traffic sign along Minor Arterial, Major & Minor collector routes shown on the Montgomery County Thoroughfare plan. The County will also include traffic signs listed on "areas of concern" as delineated on the Local Road Safety plan. HWC Engineering assisted the County in the preparation of the Thoroughfare and LRSP plans. I requested HWC Engineering to prepare a proposal to assist the County's Engineering Department with the application process. If Montgomery County is awarded funding, it will cover 90% of the cost for the sign upgrades. The INDOT call for projects are for projects to be constructed in 2026.

**HWC ENGINEERING**  
BMO Plaza  
135 North Pennsylvania Street, Suite 2800  
Indianapolis, IN 46204  
(317) 347-3663

## MEMORANDUM OF AGREEMENT FOR ENGINEERING SERVICES

**Client:** Montgomery County Board of Commissioners  
**Client Address:** 110 W. South Blvd, Crawfordsville, IN 47933  
**Project Name:** Montgomery County Sign Replacement Application  
**Project Number:** 2020-259-S  
**Services to be provided:** INDOT recently announced a Notice of Funding Availability (NOFA) for Local Public Agencies in Indiana for projects that would be constructed in FY2026. HWC will assist Montgomery County in the preparation and submitting of an online application for federal funds for the replacement of signs.

**Schedule:** Preparation and submission in correlation with INDOT's schedule.


**Fees:** \$500.00 Lump Sum for the services described above.

2020 HWC Billing Rates included as Exhibit A

**Invoicing/Payments:** Billing is monthly unless otherwise noted. Payments are due within ~~30~~ 60 days of invoice receipt. The rates identified in this Agreement are subject to change each December 31<sup>st</sup> without notification or modification to this Agreement. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the client. The terms and conditions under which we are providing these services are set forth on pages 2 and 3, and are incorporated herein by reference. Additional services requested or unusual problems or difficulties may necessitate a higher fee.

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in space provided below.

**HWC ENGINEERING, INC.**

Date: November 16, 2020 By:   
Printed Name & Title: James Rice, PE - Director - Transportation Division

### CLIENT:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services for the above described project and that the terms and conditions stated are understood and herewith agreed to and accepted. HWC Engineering, Inc. is hereby authorized to proceed with the services outlined herein.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_





## TERMS AND CONDITIONS

To assure an understanding of matters related to our mutual responsibilities these terms and conditions for professional engineering services are part of this agreement for our services.

**COMPENSATION FOR HWC's SERVICES** - The basis for compensation will be as identified in the agreement. When "Lump Sum" payment is utilized it shall include all labor and expenses (for the scope of work as defined in the agreement) incurred by HWC and shall not exceed the fixed payment amount without prior authorization of the CLIENT. When hourly (no limit) and hourly not-to-exceed (nte) is utilized, all labor and reimbursable expenses will be billed according to the rate schedule attached to this agreement.

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, facsimile transmissions, reproduction or printing, HWC's computer time, and outside aerial photographs or topography, testing, geotechnical, layout, inspection, and other outside consultants.

**TIME OF PAYMENT** - HWC may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. ~~If the CLIENT fails to make any payment due HWC for services and expenses within 30 days after receipt of HWC's invoice the amounts due HWC will be increased at the rate of 1.5% per month from the thirtieth day from invoicing.~~ In addition, HWC may, after giving fourteen days written notice to CLIENT, suspend services under this Agreement until HWC has been paid in full all amounts due for services, expenses, and other related charges. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the CLIENT fails to make payments when due and HWC incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to HWC. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable HWC staff costs at standard billing rates for HWC's time spent in efforts to collect. This obligation of the CLIENT to pay HWC's collection costs shall survive the term of this Agreement or any earlier termination by either party.

**RISK ALLOCATION** - To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC, HWC's officers, directors, partners, employees, and HWC's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, HWC shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of HWC or HWC's officers, directors, partners, employees, and HWC's consultants with respect to this Agreement or the Project.

In addition to the indemnity of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless HWC and its officers, directors, partners, employees, and HWC's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence of asbestos, toxic materials, or any other hazardous environmental condition, on or about the Project site, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this Article shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

**LIMITATION OF LIABILITY** - ~~In recognition of the relative risks and benefits of the Project to both the CLIENT and HWC, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of HWC and HWC's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed HWC's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.~~

**DOCUMENT OWNERSHIP, COPYRIGHTS, AND ALLOWED DOCUMENT USES** - All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by HWC as instruments of service shall remain the property of HWC. HWC shall retain all common law, statutory and other rights, including the copyright thereto.

Unless otherwise indicated, with respect to this Project, all Documents are instruments of service. HWC shall retain an ownership and property interest therein (including the right of reuse at the discretion of HWC), whether or not the Project is completed.

The CLIENT acknowledges HWC's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HWC. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of HWC. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HWC harmless from any claim, liability of cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without written authorization from HWC.

HWC may rely upon copies of CLIENT-furnished data in the performance of its services as defined within this agreement and the agreement Exhibits. The CLIENT-furnished data may be in any acceptable format including electronic media formats such as text, data, graphics, or other types furnished by the CLIENT and acceptable to HWC.

Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by HWC. Files in electronic media format of text, data, graphics, or of other types that are furnished by HWC to CLIENT are only for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other Project. Any such reuse or modification without written verification or adaptation by HWC, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk and without liability or legal exposure to HWC or to HWC's Consultants. CLIENT shall indemnify and hold harmless HWC and HWC's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting there from.





If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Any verification or adaptation of the Documents for extensions of the Project or for any other Project shall entitle HWC to further compensation at rates to be agreed upon by CLIENT and HWC.

**CERTIFICATIONS, GUARANTEES, AND WARRANTIES** - The standard of care for all professional engineering and related services performed or furnished by HWC under this Agreement will be the care and skill ordinarily used by members of HWC's profession practicing under similar circumstances at the same time in the same locality. HWC makes no warranties, express or implied, under this Agreement or otherwise, in connection with HWC's services.

HWC's opinions of probable Construction Cost provided herein are to be made on the basis of HWC's experience and qualifications and represent HWC's best judgment as an experienced and qualified professional generally familiar with the industry. However, since HWC has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, HWC cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by HWC.

HWC shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site.

HWC shall not be required to sign any documents, no matter by whom requested that would result in HWC having to certify, guarantee, or warrant the existence of conditions whose existence HWC cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with HWC or payment of any amount due to HWC in any way contingent upon HWC's signing any such certification.

HWC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of HWC, increase HWC's risk or the availability of HWC's professional or general liability insurance.

**TERMINATION** - The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, HWC shall be paid for all services rendered to the effective date of termination, including unbilled services at hourly rates in effect at the time of termination plus reimbursable expenses unless otherwise previously provided for, and termination expenses.

**INSURANCE** - HWC shall procure and maintain Professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be either: General Office Coverage or Project Specific Professional Liability Insurance, with a per occurrence limit of not less than \$2,000,000.00. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by HWC, and Worker's Compensation, disability benefit, or any other similar employee benefit laws, including bodily injury, occupational sickness or disease of an employee; Commercial General Liability Insurance, with a per occurrence limit of not less than \$1,000,000.00; Additionally, HWC shall require its Consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage.

CLIENT shall procure and maintain Commercial General Liability Insurance, with a per occurrence limit of not less than \$5,000,000.00; shall cause HWC and HWC's Consultants to be listed as additional insured on any general liability or property insurance policies carried by CLIENT which are applicable to the Project; shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause HWC and HWC's Consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

CLIENT and HWC shall each deliver to the other certificates of insurance evidencing the coverage indicated in this Agreement. Such certificates shall be furnished prior to commencement of HWC's services and at renewals thereafter during the life of the Agreement.

All policies of property insurance shall contain provisions to the effect that HWC's and HWC's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured's or additional insured's there under.

**DISPUTE RESOLUTION** - HWC and CLIENT agree that any controversy, claim, counterclaim, or other dispute arising out of or relating to this contract, or any alleged breach thereof, provided that the amount in controversy is in excess of Five Thousand Dollars (\$5,000.00), shall first be submitted by the parties to pre-arbitration mediation, under the Indiana Rules for Alternative Dispute Resolution and with a mediator agreed to by the parties, prior to and as a condition precedent to arbitration, litigation or any other binding action or recourse under law.

Submission of a dispute under this Agreement to mediation will be a condition precedent to filing arbitration or litigation regarding any dispute (when the amount in controversy is in excess of \$5,000) arising out of or related to this contract. Failure to comply with this condition precedent shall be in contravention of the parties express intention to implement these alternative means of dispute resolution and constitute a breach of this clause.

Mediation shall be conducted by the parties within 120 days after either party has invoked this clause and notified the other party of its intention to mediate. If the mediation does not result in settlement of the dispute or if a party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract or breach thereof shall be determined by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable Indiana law in any court having jurisdiction thereof.

Any award shall not exceed the amount either claimed or counterclaimed. There shall be no punitive or consequential damages awarded under arbitration and the parties waive their right to claim the same.

Each party shall bear its own costs and expenses of the mediation and/or arbitration. Except as may be required by law, neither party may disclose the content or results of any mediation or arbitration without prior written consent of both parties. If one party has filed litigation which is otherwise covered by this dispute resolution clause and which has not been subject to mediation and/or arbitration as per this clause, the other party may properly seek to dismiss or stay the litigation at its discretion for the purpose of conducting mediation or arbitration.

**AMENDMENTS** - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations and understandings, whether written or oral, and the same shall be deemed to have been merged into this Agreement. No amendment or modification to this Agreement shall have any force or effect unless in writing and signed by both the CLIENT and HWC.

**E-VERIFY AND DEALING WITH THE GOVERNMENT OF IRAN AFFIDAVIT.** HWC verifies compliance with E-Verify and the Dealing with the Government of Iran regulations required by Indiana Code Sections 22-5-1.7-11 and 5-22-16.5-11.





**HWC**  
ENGINEERING

Confidence in the built environment.

135 N. Pennsylvania, Suite 2800  
Indianapolis, Indiana 46204

[www.hwcengineering.com](http://www.hwcengineering.com)

EXHIBIT "A"  
**HWC Engineering**  
**2020 Hourly Billing Rates**

POSITION	HOURLY RATE
Principal	\$201.00
Senior Project Manager	\$196.00
Project Manager	\$155.00
Project Engineer I	\$135.00
Project Engineer II	\$110.00
Landscape Architect I	\$135.00
Landscape Architect II	\$110.00
Planner I	\$135.00
Planner II	\$100.00
Designer/Technician	\$110.00
Clerical Support	\$75.00
Construction Inspection Manager	\$115.00
Construction Inspector I	\$110.00
Construction Inspector II	\$95.00
Project Surveyor	\$120.00
Survey Crew Leader	\$100.00
Survey Crew Member I	\$80.00
Survey Crew Member II	\$65.00
Intern	\$56.00

**REIMBURSABLE EXPENSES**

- Direct Travel Expense - including mileage (the current rate allowed by the IRS), air fare, car rental, lodging, meals, large blueprint and copying runs, etc.
- Large format black and white prints at \$.375 per square foot.
- Plots at \$2.00 per square foot.
- Black and white copies at \$.10 per sheet.
- Color copies at \$.50 per sheet
- CD's at \$25.00 each.
- Actual cost of long distance telephone calls, expense charges, photographs and postage.
- Expenses will be billed at cost plus a 10% administrative fee.
- Hours worked in excess of 8 hours per day or 40 hours per week will be billed at an overtime rate of 1.5 times the rates listed for non-exempt employees.

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# Conner Excavating Agreement

Tuesday, November 17, 2020 1:20 PM

## **MONTGOMERY COUNTY PUBLIC WORKS CONSTRUCTION AGREEMENT**

This Contract, dated this 23<sup>rd</sup> day of November, 2020, is hereby entered by and between the **Montgomery County Board of Commissioners** ("Board") and **Conner Excavating, Inc.** (Contractor").

The Board and Contractor, in consideration of the mutual covenants set forth below, agree as follows:

1. **Work.** Contractor shall complete all work as specified or indicated in the plans and specifications contained in the request for quotes. The accompanying specifications are attached to this contract and shall be considered terms of this contract as is written in full herein. The Work is generally described as follows: construction of an access drive from Memorial Drive to the Montgomery County Landfill (The Project). In the performance of the work for the Project, the Contractor will perform the work in compliance with the plans and specifications, conditions contained in the Request for Quotes and in a good and workmanlike manner using at least the same standard of care and skill as a reasonably prudent contractor performing similar work in Indiana.

2. **Time for Performance.** All time limits for milestones, if any, substantial completion, and completed and readiness for final payment as stated in the request for quotes and the Contractor's accepted quote are of the essence of this contract. The work of the Contractor will be completed on or before February 1, 2021.

3. **Liquidated Damages.** Contractor and the Board recognize that time is of the essence of this contract and that the Board will suffer financial and other losses if the work is not completed within the time specified in Section 2 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceedings the actual loss suffered by the Board if the work is not completed on time. Accordingly, instead of requiring such proof, the Board and Contractor agree that as liquidated damages for delay, but not as a penalty, the Board, in the form of a Change Order, shall deduct from the monies due to Contractor \$100 for each calendar day that expires after the times specified in Section 2 above.

4. **Payment to Contractor.** The Board will pay the Contractor for the work as follows:

a. The Board shall pay Contractor upon completion of the Project and acceptance by the Board in accordance with the Contractor's quote from current funds in the amount of **\$66,657.00** and upon the fulfillment of conditions set for in Section 4(b) through (h) below.

b. At the completion of the work, the Montgomery County Engineer will inspect the work done and file a written report to the Board either approving or disapproving the work done. A claim for payment under this contract will not be approved by the Board until the work for which the claim is presented has been approved by the County Engineer. After the acceptance



of the work by the County Engineer, the Contractor shall file with the board a verified statement that all expenses incurred for labor and material, except for any expenditures specified in the statement, have been paid in full.

c. The parties agree that the Board will withhold final payment until the Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services, as required by Indiana Code 36-1-12-12 and 13. If there is not a sufficient sum owed to the Contractor to pay those bills, the sum owed to the Contractor will be prorated in payment of the bills among the subcontractors, material suppliers, laborers, and those furnishing services;

d. To receive payment from the Board, a subcontractor, material supplier, laborer, or person furnishing services must file a claim with the Board not later than 60 days after that person performed the last labor, furnished the last materials, or performed the last service. The Contractor will, prior to the commencement of construction of the project, provide notice of this requirement to all subcontractors, laborers, material suppliers, and persons furnishing services for the project;

e. If there is no dispute among the claimants, the Board will pay the claim from any money due to the Contractor and deduct the amount of the claims from the contract price. The Board will take a receipt for each payment made;

f. If there is a dispute among claimants, the Board will retain sufficient money to pay all claims until the dispute is settled and the correct amount is determined. However, the Board may make a final and complete settlement with the Contractor after thirty (30) days after completion and acceptance of the project if the Contractor has materially fulfilled all of its obligation under this agreement;

g. If the Board receives a claim from a subcontractor or material supplier, the Board will withhold the amount of the claim until the claim is resolved; and

h. A claim must be signed by the County Engineer.

## **5. Contractor's Representations**

a. Contractor represents the following:

- i. Contractor has examined and carefully studied the request for quotes, specifications, other documents, and any data and reference items pertinent to this Contract.
- ii. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect costs, progress, and the performance of this work.
- iii. Contractor has reviewed the specifications and other contract documents and believes them to be generally sufficient to indicate and convey understanding of all terms and condition for performance and furnishing of the work.
- iv. Contractor will perform all work under the supervision of the Montgomery County Engineer and in accordance with the plans, specifications, and profiles adopted by the Board. The

accompanying specifications are attached to this contract and shall be considered terms of this Contract as is written in full herein.

- v. Contractor will provide the Board before the work begins with the following documents:
  - 1. Contractor's Nepotism Policy Compliance Affidavit;
  - 2. E-Verify Affidavit;
  - 3. Indiana Iran Investment Certification; and
  - 4. Any other affidavit or form required by the Board pursuant to Board policy, Indiana Law, and/or Federal Law.

b. Contractor verifies the following:

i. Liability Insurance: The Contractor has in place and will keep in place during the terms of this agreement general liability insurance coverage with at least a \$1,000,000 limit of liability for each occurrence and at least a \$3,000,000 general aggregate limit, as required by Indiana Code 5-16-13-10;

ii. Qualification: The Contractor is qualified to perform public works projects in the State of Indiana, as provided for in Indiana Code 4-13.6-4 or 8-23-10;

iii. E-Verify Compliance: The Contractor participates in the E-Verify program and complies with Indiana Code 22-5-1.7. The Contractor's E-Verify case verification number is \_\_\_\_\_;

iv. Cash Payments: The Contractor will not pay individuals employed by the Contractor in cash for work done by the individual on this project, as prohibited by Indiana Code 6-16-13-11;

v. Overtime Rules: The Contractor is in compliance with, and will remain in compliance with during the term of this agreement, the requirements of the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and Indiana's wage and overtime laws as provided for in Indiana Code 22-2-2-1 through 22-2-2-8;

vi. Workers Compensation: The Contractor is in compliance with the Indiana Workers Compensation laws (Indiana Code 22-3-5-1) and has provided the Board with proof of sufficient coverage under Indiana law prior to beginning work. The Contractor will keep this insurance in place during the term of this agreement;

vii. Unemployment Compensation: The Contractor is in compliance with Indiana's rules, regulations and requirements

regarding unemployment compensation, as required by Indiana Code 22-4-1 through 39.5;

viii. Drug Testing: If the public work is for \$150,000 or more, the Contractor has in place a drug testing policy and complies with all requirements of Indiana Code 4-13-18-1 through 7;

ix. Training Program: If the Contractor employs ten or more persons, the Contractor has in place a training requirement which satisfies the requirements of Indiana Code 5-16-13-12;

x. Payroll Records: The Contractor will preserve for a period of three (3) years after the completion of the project any and all payroll and related records and make the record available for inspection by the Indiana Department of Workforce Development; and

xi. Anti-Discrimination: Neither the Contractor nor its subcontractors nor anyone acting on their behalf will, in the hiring of employees for the performance of the work under this agreement, by reason of race, religion, color, sex, national origin or ancestry discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates. Neither the Contractor nor its subcontractors nor any person acting on their behalf will in any manner discriminate against or intimidate any employee hired for the performance of work under this agreement on account of race, religion, color, sex, national origin or ancestry. The Contractor acknowledges and agrees that pursuant to Indiana Code 5-16-6 there can be deducted from the amount payable to the Contractor by the Board under this agreement a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated by the Contractor or his agents in violation of this agreement. The Contractor also acknowledges and agrees that the Board may cancel and terminate this agreement and that all money due or to become due to Contractor under the agreement may be forfeited for any second or any subsequent violation of Indiana Code 5-16-6.

xii. Doing Business with Iran: The Contractor does not do business with Iran in violation of Indiana Code 36-1-12-23.

**6. Change Orders.** If a change in the original scope of work occurs and this change increases or decreases the amount of the price, the Board will not be obligated to the Contractor unless a written change order has been presented by the Contractor to the County Engineer, signed by the Contractor, signed by the County Engineer, and approved by the Board. A change order issued under this subsection becomes an

addendum to the contract. The parties may not approve a change order before the commencement of the project, unless an emergency exists and is so declared by the Board and shown in the meeting minutes of the Board. The total of all change orders cannot exceed 20% of the original price. Change orders issued as a result of circumstances that could not have been reasonably foreseen do not count toward the 20% limitation on change orders. All change orders must be directly related to the project. If a change order contains additional units of materials included in the original agreement, the cost of these units in the change order must be the same as the cost of these units in the approved quote.

**7. Breach of Contract.** In the event of a breach of the terms of this Contract, the non-breaching party shall be entitled terminate the Contract and recover from the breaching party any and all damages caused by the breach, including but not limited to, incidental and consequential damages, court costs, mediation costs, litigation expenses, and reasonable attorney's fees. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other events beyond the control of the party's control.

**8. Assignment of Contract.** No assignment by a party hereto of any rights under or interest in the Contract will be binding on another party thereto without the written consent of the party sought to be bound. Further, Contractor may not subcontract any part of this contract without the written consent of the Board. The Board is entitled to withhold consent to subcontracting for good cause.

**9. Indemnification.** To the fullest extent permitted by law, the Board and Contractor agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the project, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by joint or concurrent negligence of the parties, they shall be borne by each party in proportion to the negligence.

- 10. Notices.** Notices required under this Contract shall be sent to
- b. The Montgomery County Board of Commissioners
    - i. 110 W South Blvd. Crawfordsville, IN 47933
  - c. Contractor:
    - i. Conner Excavating:

**11. Successors and Assigns.** The Board and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors,

assigns, and legal representatives in respect to all covenants, agreements, and obligation contained in this Contract.

12. **Severability.** Any provision of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Board and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the Board and Contractor have signed this Contract.

The Board:

Contractor:

Montgomery County  
Board of Commissioners

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

# AFCS Agreement - Treasurer

Tuesday, November 17, 2020 1:40 PM

## VENDOR SERVICE AGREEMENT

This Vendor Service Agreement ("Agreement") by and between the **Montgomery County Treasurer** ("Client") at **100 E Main St., Crawfordsville, IN 47933** and **American Financial Credit Services, Inc.** ("Agency") at **10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as "**Client**" and "**Agency**", respectively).

### WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of Indiana and provides collection services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to collect. Agency shall endeavor to collect those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred for collection via a medium agreed upon by the parties:
  - A. All necessary biographical and billing information in its possession.
  - B. Accurate balance due information.
  - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or, proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction.  
**Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.**
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.



5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to debtor accounts. However, Client may, in Client's sole discretion, mail payments directly to the Agency for deposit and posting to a debtor's account.
6. All money collected on a referred account shall be applied in the following order:
  - A. Towards satisfaction of principal;
  - B. Interest; and then
  - C. Collection fees.

*Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal and interest to Client in an attempt to avoid paying collection fees: a portion of the taxpayer payment equivalent to the collection fee percentage will be applied to the collection fee. If a payment arrangement is established the portion of the taxpayer payment applied to the collection fee is used to cover the cost associated with monitoring the arrangement.*

7. Monies received by Agency for a debtor billing creating a credit will be refunded within ten (10) working days by the Agency to the debtor and appropriate adjustment to the collection commission will be made. All credit balances and subsequent debit adjustments due to refund will appear on the affected debtor account.
8. Client will not be billed for costs advanced by Agency toward the collection of any account placed with Agency.
9. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the compensation allowed under this Agreement (see Addendum A) for all collections received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
10. During the time accounts are placed with Agency, Client agrees to regularly report to Agency any monies received directly from or on behalf of debtor on said accounts.
11. Agency agrees to provide to the Client, or his designee, by the tenth (10<sup>th</sup>) business day of each month an accounting for the previous month's activities, including a breakdown of collections, receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.



12. Agency will utilize a "net remittance" method as agreed upon by the Client unless the Client receives payment directly from debtor and therefore owes a balance due Agency, Client agrees to pay Agency collection fees herein agreed upon within twenty (20) days from the receipt of the Agency's statement/invoice.
13. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or his designee, for appropriate resolution.
14. Unless otherwise notified in writing, Client designates the Montgomery County Treasurer as the County's contact and/or designee to discuss any account referred by Client.
15. Client agrees to supply Agency with the name(s) of a contact party at Client's place of business whom Agency may contact as the need arises to discuss any account referred by the Client.
16. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.
17. Either party may terminate this Agreement upon providing thirty (30) days', prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.

In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease collection activities on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include debtors name, client reference number, updated balance due and most recent status code. Agency shall also forward to Client within ten (10) days of receipt by Agency all collections received by Client minus its normal commission (see Addendum A).

18. During the term of this Agreement and for a period of twelve (12) months after the expiration of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.

19. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any debtor records or debtor information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of debtor information and any violations of the Fair Debt Collection Practices Act by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
20. Each party shall protect, defend, indemnify and hold harmless the other party from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the party and its directors, officers, employees, agents, designees, and/or subcontractors.
21. Agency represents and warrants that:
  - A. Agency is corporation and duly organized, validly existing, and in good standing under the laws of the State of Indiana;
  - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
  - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.
22. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.
23. The Agreement construed in accordance with the laws of the State of Indiana and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

Montgomery County Treasurer

American Financial Credit Services,  
Inc.

By:

By:



\_\_\_\_\_  
Heather Laffoon, Treasurer

\_\_\_\_\_  
Noel Williams, Vice President

Dated this \_\_\_\_ day of \_\_\_\_ / \_\_\_\_  
Month Year

**ADDENDUM A**  
**SERVICES AND OBLIGATIONS**

**Client agrees to utilize the Vendor Service Agreement.**

**Agency Fees for Skip Tracing, Billing and Recovery Services:**

**Delinquent Personal Property Tax Placements Fee**

27% added to total balance on all delinquencies at time of placement and paid by taxpayer. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

**AGREEMENT ADDENDUM REQUIRING  
E-VERIFY COMPLIANCE**

In addition to any other agreements, contracts and covenants between the parties, Montgomery County, Indiana (County) and American Financial Credit Services, Inc. (Vendor) for and in consideration of the mutual promises contained herein, and as an addendum to any agreements between them, agree as follows:

In compliance with the mandates upon municipalities contained in Indiana Code §22-5-1.7, which became effective 1 July 2011, Vendor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program ("Program"). Vendor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Vendor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Vendor or its subcontractor subsequently learns is an unauthorized alien. If Vendor violates this provision, the County shall require Vendor to remedy the violation not later than thirty (30) days after the County notifies Vendor. If Vendor fails to remedy the violation within the 30-day period, County shall terminate the contract for breach of contract. If the County terminates the agreement, Vendor shall, in addition to any other contractual remedies, be liable to County for actual damages. There is a rebuttable presumption that Vendor did not knowingly employ an unauthorized alien if Vendor verified the work eligibility status of the employee through the Program. If Vendor employs or contracts with an unauthorized alien but the County determines that terminating the contract would be detrimental to the public interest or public property, the County may allow the contract to remain in effect until the County procures a new contractor. Vendor shall, before performing any work, require each subcontractor to certify to Vendor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Vendor shall maintain on file a certification from each subcontractor throughout the duration of the parties' agreement. If Vendor determines that a subcontractor is in violation of this provision, Vendor may terminate its contract with the subcontractor for such violation. Under IC 22-5-1.7, this Agreement Addendum includes an affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Vendor's enrollment in the Program, unless the Program no longer exists.

Montgomery County, Indiana

By: \_\_\_\_\_

Printed:

Title:

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jennifer Andel, Auditor

Dated: \_\_\_\_\_

**VENDOR:**

By: 


\_\_\_\_\_  
Noel Williams, Vice President

Dated: January 1, 2021

**UNAUTHORIZED ALIEN AFFIDAVIT (I.C. 22-5-1.7-11)**

The undersigned, swears and affirms under penalties for perjury, that American Financial Credit Services Inc. (Vendor) does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into this Contract with the County, Vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Vendor: American Financial Credit Services Inc.

By (Written Signature): 

(Printed Name & Title): Noel Williams, Vice President

**Contractor's Affidavit**  
**HEA 1005 (2012) and Public Law 21 (2012) Compliance**

I, Noel Williams swear and affirm, under penalties for perjury, that:

1. I am the Vice President of American Financial Credit Services, Inc. and have the authority to make the representations contained in this affidavit on American Financial Credit Services, Inc. behalf;
2. Neither I nor any owner is a spouse, parent, stepparent, child, adopted child, stepchild, brother, sister, stepbrother, stepsister, brother by the half blood, sister by the half blood, niece, nephew, aunt, uncle, daughter-in-law or son-in-law of any commissioner or county-council member;
3. If during the term of this contract a person is elected who is a relative of mine or any other owner of American Financial Credit Services, Inc. I will make a written disclose of the relationship to the commissioners and the county council president;
4. Neither I nor American Financial Credit Services, Inc. is engaged in any investment activity in Iran; and
5. I understand that this affidavit is made for the purpose of complying with Indiana House Enrolled Act 1005 (2012) and Public Law 21 (2012) that Montgomery County intends to rely upon my representations contained in this affidavit.

Date: January 1, 2021

  
\_\_\_\_\_  
Signature

Title: Vice President

State of Indiana

SS:

County of \_\_\_\_\_

Before me personally appeared, \_\_\_\_\_ who being first  
duly sworn under penalties for perjury and signed the above and foregoing affidavit this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_  
County of Residence : \_\_\_\_\_

# MetroNet Service Agreement

Friday, November 20, 2020 4:12 PM



## Business Agreement

Date: 11/18/2020

If Agreement is not executed, pricing will expire on: 11/30/2020

Paperwork Prepared By: Kayla Bretney

<b>Customer Name</b>	Montgomery County Health Dept.	<b>Subscriber ID</b>	
<b>Physical Address</b>	308 W MARKET ST CRAWFORDSVILLE, IN 47933	<b>Billing Address</b>	Montgomery County Health Dept. 308 W MARKET ST CRAWFORDSVILLE, IN 47933
<b>Primary Contact:</b> Amber Reed		<b>Contact to Receive Metronet Text Alerts:</b>	
<b>Primary Contact Number:</b> 765-364-6440		<b>Contact Phone Number:</b>	
<b>Primary Contact Email:</b> amber.reed@montgomerycounty.in.gov		<b>Contact Email Address:</b>	
<b>Referring Customer:</b>		<b>Referring Customer Subscriber ID:</b>	

**Service Agreement Term:** 12 month(s)

### Internet

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	NET TOTAL
1	150Mb/150Mb Business Fiber	Business Fiber 150Mb	\$129.95	\$129.95
1	Static IP (Single IP)		\$0.00	\$0.00

**Monthly Net Total:** \$129.95

### Terms & Conditions

By signing this Services Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Services Agreement, our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum ("Business"), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW") and Letters of Authorization (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at <https://www.metro-netinc.com/wp-content/uploads/Business-Terms-and-Conditions-080720.pdf> and constitute the entire agreement between Customer and MetroNet with respect to the Services.

Signature: {{Sig\_es\_:signer1:signature}}

Title: {{Ttl1\_es\_:title}}

Date: {{Dte1\_es\_:date}}





## STATEMENT OF WORK

Customer Name	Montgomery County Health Dept.
Subscriber ID	
Physical Address	308 W MARKET ST, CRAWFORDSVILLE, IN 47933

### Explanation Of Work To Be Done

**Note:** If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

MetroNet to provide a 150mb business fiber connection, with a single static IP address

### Day of Service Installation

MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to you.

### DMARC (ONT)

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

### Customer Phone Vendor / Cut Sheet

Phone Vendor Name:	self
--------------------	------

Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. **Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor.** MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")

### Changes

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by MetroNet or otherwise delay the provisioning of the Fiber Services to you.

**This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.**

Name: {{Name1\_es\_:fullname}}

Signature: {{Sig\_es\_:signer1:signature}}



## ACCOUNT AUTHORIZATION

Date	11/18/2020
Sales Associate	Kayla Bretney
Customer	Montgomery County Health Dept.
Subscriber ID	
Address	308 W MARKET ST, CRAWFORDSVILLE IN 47933

*The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.*

Primary Contact	Title	Phone	Email
Amber Reed		765-364-6440	amber.reed@montgomerycounty.in.gov
Onsite Contact	Title	Phone	Email
Accounts Payable	Title	Phone	Email
Additional Authorized Contacts	Title	Phone	Email

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer.

Name: {{Name1\_es\_:fullName}}

Signature: {{Sig\_es\_:signer1:signature}}

Date:

{{Dte1\_es\_:date}}

## **Resolution 2020-24**

### **Resolution Approving Amended Intergovernmental Cooperation Agreement for the Provision of Sanitary Sewer Connection Inspection Services**

**WHEREAS**, the Montgomery County Regional Sewer District and the Montgomery County Board of Commissioners have reached a verbal agreement in order to provide for sanitary sewer connection inspection services by the County Engineer and to provide for the payment to the County of a fee for such services; and

**AND WHEREAS**, the agreement of the District and the Board has been memorialized in an interlocal governmental cooperation agreement, and the Board of Commissioners finds that this agreement is in the best interests of the citizens of Montgomery County and that it should be approved;

#### **IT IS, THEREFORE, RESOLVED AS FOLLOWS:**

1. The intergovernmental cooperation agreement regarding the provision of sanitary connection inspection services by the County Engineer for the Montgomery County Regional Sewer District is hereby approved;
2. The President of the Board of Commissioners of Montgomery County is hereby authorized, on behalf of the County, to enter into the Intergovernmental Cooperation Agreement, which is attached hereto as Exhibit A, in order to bind the County to the terms and conditions of said agreement. The President shall also execute all documents necessary to effectuate this agreement.
3. The County Attorney will advise the Board of Commissioners of the execution of the Intergovernmental Cooperation Agreement by the Regional Sewer District;
4. The Auditor will immediately record the agreement in the Office of the Recorder and file the agreement with the Indiana Department of Local Government Finance within sixty (60)



days of its recording.

ADOPTED this 23rd day of November, 2020.

Board of Commissioners of Montgomery County

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James D. Fulwider, President

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John Frey, Vice President

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Dan Guard, Member  
Constituting a majority of the Board

ATTEST:

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Jennifer Andel, Auditor

## Interlocal Agreement Between Montgomery County and Montgomery County Regional Water & Sewer District

**This Agreement** is entered into on this \_\_\_\_\_ day of November 2020, between Montgomery County Board of Commissioners ("County") and the Montgomery County Regional Water & Sewer District ("District").

### **WITNESSTH:**

**WHEREAS**, the County and District have identified a continuing need for cooperation to meet sewage treatment needs within the service area of the District and desire to contract for certain services; and

**WHEREAS**, the County and District have the authority to enter into this agreement pursuant to Indiana law; and

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the County and the District agree as follows:

- I. The County shall, beginning October 1, 2020, assign the County Engineer, or his/her designee, to act and serve as an inspector for the District during regular business hours. This agreement shall continue in effect until terminated by written notice as allowed by the terms of this agreement.
- II. This Agreement shall be jointly administered by the County and District through an Inspection Board ("the Board"), which is hereby created by this Agreement which shall consist of the Board of Commissioners President and the President of the District. The Board shall have no budget, property, or employees of its own, nor shall it have any powers not delegated to it by this Agreement.
- III. The County Engineer, or his/her designee, shall provide inspection services for the construction of any new residential or business sewer connection to the District's system within the service area of

the District. Within thirty (30) days of receipt of the itemized bill, the District shall remit payment to the County.

IV. OBLIGATIONS: The County will do the following:

- A. Cooperate with the District to provide information to potential system customers concerning sewage/water connection requirements and applicable fees;
- B. Provide connection inspection services to customers, who connect to the system in accordance with Ordinance 2013-1.

V. OBLIGATIONS: The District will do the following:

- A. Grant to the County the right to perform sewer connection inspection services.
- B. Assess and collect the entire amounts owed for sewage connection fees, which fee is presently \$50 per residential, \$75 per multi-family dwelling or \$ 125 per commercial/industrial connection
- C. Pay the County a fee of \$50.00 for each sewer inspection performed.

VI. This agreement may be terminated without cause by either party on written notification of sixty (60) days to the other party. This agreement may be terminated with cause by either party on written notice of seven (7) days to the other party.

VII. The County shall indemnify and hold the District harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the County, its employees or agents under this agreement. In the event that the District, its employees or agents were also negligent, then the County is relieved of its obligation to defend the District, and the obligation to indemnify and hold harmless is limited to the amount representing the comparative share of negligence as between the County and the District.



By entering into this agreement, neither party waves sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Indiana Tort Claims Act as amended.

- A. The County shall provide insurance coverage for its liability exposure through a public liability fund (self-insured or otherwise) . So long as the agreement is in effect, the County will maintain an adequate level of funding to cover its liabilities under the Indiana Tort Claims Act.

VIII. This agreement shall not be amended except by written instrument executed by the parties.

- IX. This agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this agreement. This agreement shall be construed pursuant to the laws of the State of Indiana.

- X. The County and the District agree that all disputes or disagreement arising under this agreement that are not resolved at the staff level by the parties in conjunction with assistance from the County and the District who shall meet jointly to attempt to resolve such dispute. If the parties are unable to resolve the dispute, within thirty (30) days the parties shall agree and appoint a representative who together shall, within fifteen (15) days, meet and agree to the appointment of an mediator who shall proceed to mediate the dispute. This Agreement may be recorded with the Montgomery County Recorder at the expense of the District with a copy being sent to the Indiana State Board of Accounts within 60 days of the date entered below.



**Executed** on the date first written above.

Signatories to agreement  
below:

County

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District

 President

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# Resolution 2020-25

Friday, November 20, 2020 8:11 AM

# Montgomery County Board of Commissioners

## Resolution 2020-25

### A RESOLUTION APPROVING EQUIPMENT LEASE AGREEMENT WITH TRI-COUNTY BANK & TRUST CO.

WHEREAS, Montgomery County Commissioners have determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Agreement; and

WHEREAS, Montgomery County Commissioners have taken the necessary steps, including any legal bidding requirements to arrange for acquisition of such equipment.

IT IS, THEREFORE, RESOLVED that the terms of said lease are in the best interests of Lessee for the acquisition of such equipment. The Montgomery County Board of Commissioners are authorized to be signatories to the Lease Agreement with Tri-County Bank & Trust Co. as Lessor.

THIS RESOLUTION is hereby adopted this 23rd day of November, 2020.

MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS:

\_\_\_\_\_  
James D. Fulwider, President

\_\_\_\_\_  
John Frey, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest:

\_\_\_\_\_  
Jennifer Andel, Auditor

## GOVERNMENTAL EQUIPMENT LEASE AND FINANCING AGREEMENT

**LESSOR: TRI-COUNTY BANK & TRUST CO.**

18 E. Washington Street

PO Box 218

Roachdale, IN 46172

(765) 522-1000

**LESSEE: COUNTY OF MONTGOMERY**

Attention: Mr. Jeremy Phillips

818 North Whitlock Avenue

Crawfordsville, In 47933

(765) 362-2304

This Lease and financing document (hereinafter the "LEASE") entered into between Tri-County Bank And Trust (hereinafter "LESSOR") and the County of Montgomery, Indiana (hereinafter "LESSEE"), a body politic duly organized and existing under the laws of the State of Indiana.

WHEREAS, LESSOR desires to lease the equipment, as delineated more fully on EXHIBIT A attached hereto to the LESSEE, and LESSEE desires to lease the equipment from the LESSOR subject to the terms and conditions set forth in this LEASE; and

WHEREAS, LESSEE is authorized under the Constitution and laws of the State of Indiana to enter into this LEASE

NOW, THEREFORE, for and in consideration of the terms published herein, the parties agree as follows:

### Article I

#### COVENANTS OF LESSEE

LESSEE is a public body duly organized and existing under the Constitution and laws of the State of Indiana.

LESSEE is authorized under the Constitution and laws of the State of Indiana to enter into this LEASE.

LESSEE has been duly authorized to execute and deliver this LEASE under the terms and resolutions of its governing body, said resolution attached hereto as EXHIBIT B, and further represents that all requirements have been met in order to ensure the enforceability of the LEASE, and that LESSEE has complied with such public bidding requirements as may be applicable to this LEASE and the acquisition of the equipment designated herein.

LESSEE shall cause to be executed an Opinion of Counsel and which shall be attached to the LEASE as EXHIBIT C.

## **ARTICLE II**

### **LEASE OF EQUIPMENT**

1. **LEASE AGREEMENT:** LESSEE agrees to lease from LESSOR the personal property described under "EXHIBIT A" and as modified by supplements to this LEASE from time to time signed by you and us (such property and any upgrades, replacements, and additions, parts and components now incorporated therein or hereafter incorporated therein, referred to as "Equipment"). You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement commences and becomes valid upon execution by us and will begin on the date that the Agreement is executed ("Execution Date"). You will be invoiced for the Number of Payments shown, with the first payment being due on the First Invoice Due Date. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic lease payment shown on EXHIBIT A. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this agreement.

a.) Rental payments are classified as a current expense of the LESSEE and not a debt of the LESSEE in contravention of any applicable limitations and requirements, nor shall anything contained herein constitute a pledge of general tax revenues, funds, or monies of the LESSEE.

b.) LESSEE intends to do all things lawfully within its power to obtain and maintain funds from which the rental payments may be made.

c.) **NONAPPROPRIATION:** If sufficient funds are not appropriated for rental payments due in any fiscal year, and if the LESSEE shall have at such time no funds duly authorized for rental payments or other amounts payable from exhausting other sources, an Event of Nonappropriation shall be deemed to have occurred. The LESSEE shall promptly deliver notice thereof to the LESSOR. Upon such occurrence, the LESSEE agrees that the LESSOR may reclaim possession of the equipment. LESSEE agrees peaceably to deliver the equipment and titles thereto to LESSOR at a reasonable location specified by the LESSOR, all at LESSEE's expense.

d.) **NONSUBSTITUTION:** If an event of Nonappropriation occurs the LESSEE hereby agrees, to the extent permitted by law, and subject to applicable public policy, not to purchase, lease, rent, or borrow equipment performing functions similar to those performed by the equipment that is the subject of this lease for a period of one year following the date of the event of Nonappropriation.

3. **OWNERSHIP OF EQUIPMENT:** You have sole title to the Equipment and we shall have a Security Interest in the equipment until all payments due under the lease shall have been received. You agree to keep the equipment free and clear of all liens and claims.

4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED ON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT OF NON PERFORMANCE AGAINST SUPPLIER. WE HAVE NO RESPONSIBILITY FOR ANY MAINTENANCE OR SUPPORT TO BE PROVIDED BY SUPPLIER.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown on EXHIBIT A and you agree not to move it unless we agree to it in writing. At the end of the Agreement's term and all payments received, we agree to release our Security Interest.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage. Any proceeds of insurance will be paid to us and credited against any loss or damage.

7. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THIS EQUIPMENT.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for any loss and to defend us against any claim for losses or injury caused by the Equipment.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT AT ANY TIME DURING THIS TERM UNTIL ALL PAYMENTS HAVE BEEN RECEIVED BY US AND OUR SECURITY INTEREST HAS BEEN TERMINATED.

10. . DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or when due or if you break any of your promises in the Agreement, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or, if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement; and (2) return the equipment to us to a location designated by us at your expense. We may recover interest on any unpaid balance at the rate of 2.00% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code. If we refer this Agreement for collection, you agree to pay our reasonable attorney's fees and/or collection costs, and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive LESSEE'S rights under Article 2A (508-522) of the UCC.

11. UCC FILINGS: You grant us a security interest in the equipment as this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

12. JURISDICTION AND VENUE: You hereby acknowledge that this Lease was deemed fully executed and performed in the State of Indiana, County of Montgomery where we maintain our executive headquarters, and it did not take effect until we received the legal documents and signed them at our offices. Accordingly, YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. YOU HEREBY EXPRESSLY AND UNCONDITIONALLY CONSENT TO THE PERSONAL JURISDICTION AND VENUE OF ANY COURT LOCATED IN THE COUNTY OF MONTGOMERY, STATE OF INDIANA, AND YOU WAIVE ALL OBJECTIONS BASED UPON IMPROPER JURISDICTION, VENUE, OR FORUM NON-CONVENIENS. FURTHERMORE, YOU HEREBY WAIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EQUIPMENT.



13. SEVERABILITY. This agreement is intended to constitute a valid and enforceable legal instrument, and no provision of this agreement that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

14. YOUR REPRESENTATIONS TO US. The Lease is a legal, valid and binding obligation on the lessee entity, and enforceable against the lessee in accordance with its terms; all factual statements made in this Lease and all other information supplied to us by the lessee entity or your representatives, is accurate and complete in all material respects.

15. TAX COVENANT. It is the intention of the LESSEE and LESSOR that the interest portion of the rental payments be and remain exempt from federal income taxation. LESSEE agrees that it will take any and all reasonable action necessary to maintain the exemption from federal income taxation of the interest portion of the rental payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the equipment in this lease that shall have the effect of terminating the exemption from federal taxation of the interest portion of the rental payments.

16. FORCE MAJEURE. If by reason of force majeure the LESSEE is unable in whole or part to carry out its agreement of the terms herein contained, LESSEE shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein is deemed to mean: Acts of God, strikes, lockouts or other disturbances, acts of public enemies, orders or insurrections, riots, landslides, earthquakes, tornadoes, fires, storms, droughts, floods, and explosions.

17. ENTIRE AGREEMENT: The above Sections and the attached Exhibits constitute the entire Agreement between LESSOR and LESSEE. There are no other agreements, representations, modifications, warranties, express or implied, unless consented to in writing by both parties and attached hereto.

LESSEE by the Signatures below of its authorized representatives acknowledges that it has read this agreement and the Exhibits attached hereto, understands it, and agrees to be bound by its terms and conditions.

In witness whereof, LESSOR and LESSEE have caused this Agreement to be executed on this \_\_\_\_\_ Day of

\_\_\_\_\_, 20\_\_.

LESSEE: MONTGOMERY COUNTY

LESSOR: TRI-COUNTY BANK & TRUST CO.

Commissioners:

By:

\_\_\_\_\_  
James Fulwider

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
John Frey

\_\_\_\_\_  
Daniel Guard

**EXHIBIT A**

**SCHEDULE OF EQUIPMENT AND RENTAL PAYMENTS DUE**

**EQUIPMENT:**

The Equipment: Two (2) New Kenworth T440 priced at \$115,330.00 each for a total of

\$230,660.00 Vin# \_\_\_\_\_

Vin# \_\_\_\_\_

Two (2) Palmer Power & Truck Equipment, with Hood Modification and Snow  
Plow Hitch Prep at \$5,450.00 each for a total of \$10,900.00

Serial # \_\_\_\_\_

Serial # \_\_\_\_\_

Two (2) Clark Equipment Henderson 14' Steel Dump Body at \$60,289 each  
For a total of \$120,578.00

Vin or Serial: \_\_\_\_\_

Vin or Serial: \_\_\_\_\_

All of the above equipment and quotation numbers provided by Vendor **Palmer Trucks** Buyers  
Order dated September 24, 2020 and attached hereto for Reference.

All equipment will be located at: Montgomery County, IN Highway Department

818 Whitlock Ave,

Crawfordsville, IN 47933

**RENTAL PAYMENTS:**

The rental for the equipment on this exhibit is: \$ 37,983.56

Payments shall be due SEMI-ANNUALLY for 10 (TEN) consecutive periods. An Amortization  
Schedule is affixed hereto.

Upon receipt of all payments due under this EXHIBIT A, LESSOR shall release it's Security  
Interest in this equipment and LESSEE shall then have clear and unencumbered title thereto.

Exhibit A continued on Page 2



**EXHIBIT A**  
**SCHEDULE OF EQUIPMENT AND RENTAL PAYMENTS DUE**  
**Page 2**

Equipment Description and Rental Structure Agreed to and Accepted BY

Lessee: County of Montgomery

Lessor: Tri-County Bank & Trust Co.

\_\_\_\_\_  
James Fulwider, Commissioner

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
John Frey, Commissioner

\_\_\_\_\_  
Daniel Guard, Commissioner

## EXHIBIT A-1

## Montgomery County Lease

Compound Period: Semiannual

Nominal Annual Rate: 1.750%

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Principal		362,178.00	1		
2 Payment		37,983.56	10	Semiannual	

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan					362,178.00
Year #1					
1		37,983.56	3,169.06	34,814.50	327,363.50
2		37,983.56	2,864.43	35,119.13	292,244.37
Total		75,967.12	6,033.49	69,933.63	
Year #2					
3		37,983.56	2,557.14	35,426.42	256,817.95
4		37,983.56	2,247.16	35,736.40	221,081.55
Total		75,967.12	4,804.30	71,162.82	
Year #3					
5		37,983.56	1,934.46	36,049.10	185,032.45
6		37,983.56	1,619.03	36,364.53	148,667.92
Total		75,967.12	3,553.49	72,413.63	
Year #4					
7		37,983.56	1,300.84	36,682.72	111,985.20
8		37,983.56	979.87	37,003.69	74,981.51
Total		75,967.12	2,280.71	73,686.41	
9		37,983.56	656.09	37,327.47	37,654.04
10		37,983.56	329.47	37,654.09	0.05-
Total:		75,967.12	985.56	74,981.56	
Grand Totals		379,835.60	17,657.60	362,178.00	



# Palmer Trucks

BUYER'S ORDER

Kenworth of Indianapolis 2929 South Holt Road, Indianapolis, IN 46241 (800) 827-8421

PURCHASER Montgomery County, IN Hwy Dept DATE 09/24/2020  
ADDRESS 818 Whitlock Ave CITY Crawfordsville STATE IN ZIP 47933  
COUNTY Montgomery TELEPHONE # (765) 362-2304 CELL # \_\_\_\_\_  
ICC/DOT \_\_\_\_\_ E-MAIL highway@montgomerycounty.in.gov  
STOCK # TBD YEAR 2021 MAKE Kenworth MODEL T440  
VIN # T B D DESCRIPTION Snow & Ice

PRICES ON ORDERED TRUCKS ARE SUBJECT TO CHANGE AS STATED IN CONDITION 2 ON PAGE 2

2 New Kenworth T440 Snow & Ice Quote # QUO-626150-S8T2Z5 (\$115,330 per unit) **Option to add 2 Zinc Phosphate in 2 Frame Rails, add \$410 (\$205 per unit)** SOURCEWELL ID # 34004	\$ 230,660.00
2 Palmer Power & Truck Equipment Quote # 20361 (\$5,450 per unit) Hood Modification / Snow Plow Hitch Prep	10,900.00
2 Clark Truck Equipment Quote # 9232020AH (\$60,289 per unit) Henderson 14' Steel Dump Body **Added all 3 Options**	120,578.00

GROSS TRADE ALLOWANCE		FET TIRE CREDIT	0.00
BALANCE OWED		SUB-TOTAL	\$ 362,138.00
NET TRADE ALLOWANCE	0.00	SALES TAX	0.00
TRADE SUBJECT TO REAPPRAISAL AT DELIVERY		FEDERAL EXCISE TAX	0.00
TRADE: YEAR	MAKE	MODEL	TOTAL PRICE
VIN	N	O	TRADE
LIENHOLDER	PHONE	RECEIPT#	DEPOSIT
ADDRESS			CASH AT CLOSE
CITY	STATE	ZIP	BALANCE DUE

**DISCLAIMER OF WARRANTIES**  
THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.

This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.

The customer certifies is 18 years of age or over and warrants that and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.

The undersigned purchaser acknowledges, has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.

## THIS TRUCK IS SOLD

- ☒ WITH MANUFACTURERS STANDARD NEW TRUCK WARRANTY  
☐ AS IS - WITH ALL FAULTS, THEREBY MAKING THE PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT.

Purchaser hereby acknowledges the purchase of the truck as is, with all faults knowingly accepted and without any warranties express or implied, other than as indicated above by purchaser initial.

Purchaser's Initials \_\_\_\_\_

## ADDITIONAL TERMS ON PAGE 2

PURCHASER Montgomery County, IN Hwy Dept  
BY \_\_\_\_\_  
SALESPERSON Chay Anderson  
ACCEPTED BY [Signature]  
THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER

Revised 02-12-11

1. **NO VERBAL PROMISES** - All terms and conditions of this sale are written and appear on this Buyer's Order and no verbal understanding or promises whatsoever are a part of this agreement.
  2. **BINDING AGREEMENT** - This Buyer's Order, pending approval of financing constitutes a firm and binding purchase of the equipment as described on this annexed Buyer's Order. All expenses incurred by seller for excise, sales, consumption, and occupational taxes not included in the price on the Buyer's Order and at any time determined to be due and payable in respect of said goods will be paid to the seller in addition to the price on the reverse side.
  3. **BREACH OF CONTRACT** - Upon the failure of purchaser to complete said purchase for any reason other than that mutually agreed upon and specified in writing on this Buyer's Order, the cash deposit may be retained and liquidated as damages for breach of contract.
  4. **RE-APPRAISAL OF TRADE-IN** - The vehicle traded in is to be delivered by the customer to the dealer in substantially the same condition as when it was appraised. If any substantial change in condition has occurred, or more than 30 days has elapsed since the original appraisal, the truck will be reappraised and the agreement changed to the extent of the amount of the difference in appraisal. With trade-in, the purchaser shall deliver to the dealer an assigned certificate of title or other legal and sufficient evidence of ownership.
  5. **CHANGES BY MANUFACTURER** - The Manufacturer reserves the right to make changes in the model, design or specifications of any ordered truck as may be made necessary for the manufacture of said truck.
  6. **DELAYS, ACCIDENTS, STRIKES** - Dealer shall not be liable for delays caused by Manufacturer, accidents, strikes or other cause beyond the control of Dealer.
  7. **BINDING ARBITRATION** - Any and all disputes, claims or controversies between the Buyer and Seller pertaining to the motor vehicle sold by this Buyer's Order shall be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator selected pursuant to the agreement of the Buyer and Seller. If the Buyer and Seller cannot agree on a single arbitrator, the arbitration shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association and the Indiana Uniform Arbitration Act. THE ARBITRATION SHALL BE CONDUCTED IN MARION COUNTY, INDIANA.
- NOTICE: THIS ARBITRATION AGREEMENT REQUIRES THE SELLER AND BUYER(S) TO GIVE UP ANY RIGHTS THEY MAY OTHERWISE POSSESS BY LAW TO HAVE THE MATTERS DESCRIBED IN THE ARBITRATION CLAUSE DECIDED IN A LAWSUIT IN A COURT. ANY PARTY TO THIS CONTRACT WHO REFUSES TO SUBMIT TO ARBITRATION OF THE MATTERS SET OUT IN THE ARBITRATION CLAUSE MAY BE COMPELLED TO ARBITRATE BY A COURT ORDER OBTAINED BY ANY OTHER PARTY TO THE CONTRACT.**
8. **INDIANA LAW WILL APPLY** - The buyer(s) and seller expressly agree that the law of the State of Indiana will apply to the Buyer's Order negotiated and concluded in Indianapolis, Marion County, Indiana. Any action involving any dispute between Buyer(s) and Seller arising out of this Buyer's Order, and which may be brought in a court, shall be brought only in the Circuit or Superior Court of Marion County, Indiana. Buyer(s) waive any right they may have under any state or federal statute or rule of court procedure to have the action to which this clause refers transferred, heard or decided in any other forum.

Purchaser's Initials \_\_\_\_\_





# Introduction: Ordinance 2020-41 Summary

Thursday, November 12, 2020 1:44 PM

Good afternoon. I am requesting a new fund be established. The Probation Department has been awarded a new IPEP safety grant in the amount of \$5,307 to purchase bullet resistant vests, puncture resistant gloves and flashlights. The grant cycle runs from January 1, 2021 to December 31, 2021. The grant award, agreement, and copy of the application are attached.

*Andria Geigle*  
*Chief Probation Officer*  
*Montgomery County*  
765-364-6475  
[Andria.Geigle@montgomerycounty.in.gov](mailto:Andria.Geigle@montgomerycounty.in.gov)



IPEP Grant  
Packet

# Introduction: Ordinance 2020-41

Friday, November 20, 2020 10:40 AM



# Montgomery County Board of Commissioners

## Ordinance 2020-41

### AN ORDINANCE CREATING THE 2020 IPEP SAFETY GRANT FUND

Whereas, the Montgomery County Probation Department has been awarded \$5,307.00 from the IPEP Safety Program to assist in the purchase of safety equipment, including bullet resistant vests, puncture resistant gloves, and flashlights; and

Whereas, the use of funds from this award is controlled by the Award Agreement executed by the Montgomery County Probation Department and IPEP, and this agreement requires the creation of a new fund;

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the 2020 IPEP Safety Grant Fund should be created in order to receive the funds and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.140 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

#### “§ 35.140 2020 IPEP SAFETY GRANT FUND

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the 2020 IPEP Safety Grant Fund. The fund shall consist of monies received by the Montgomery County Probation Department from the IPEP for safety equipment, including bullet resistant vests, puncture resistant gloves, and flashlights.

(B) *Use of Funds.* All money in the Fund will be used by the Probation Department in a manner consistent with the terms and conditions of the Award Agreement between the Department and the IPEP.

(C) *Non-Reverting Fund.* This is a Non-Reverting Fund.”

**It is further ordained** that this ordinance shall be effective upon adoption.

**It is further ordained** that all other provisions of the Montgomery County Code of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

Montgomery County Board of  
Commissioners:

\_\_\_\_\_  
James D. Fulwider, President

\_\_\_\_\_  
John Frey, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest:

\_\_\_\_\_  
Jennifer Andel, Auditor

# Introduction: Ordinance 2020-42

Tuesday, November 17, 2020 1:17 PM

# **Montgomery County Board of Commissioners**

## **Ordinance 2020-42**

### **AN ORDINANCE CREATING THE FY2021 PROBATION/DRUG COURT RECIDIVISM REDUCTION PROGRAM GRANT FUND**

Whereas, the Montgomery County Probation Department has been awarded \$28,152.50 from the Indiana Department of Corrections, through West Central Community Corrections, to continue the Department of Corrections' support of the Drug Court program by providing funding for a probation officer's salary, FICA, PERF, health insurance and mobile phone expenses; and

Whereas, the use of funds from this award is controlled by the Award Agreement executed by the Montgomery County Probation Department and the Department of Corrections, and this agreement requires the creation of a new fund;

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the FY2021 Probation/Drug Court Recidivism Reduction Program Grant Fund should be created in order to receive the funds and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.141 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

**“§ 35.141 FY2021 PROBATION/DRUG COURT RECIDIVISM REDUCTION PROGRAM GRANT FUND**

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the FY2021 Probation/Drug Court Recidivism Reduction Program Grant Fund. The fund shall consist of monies received by the Montgomery County Probation Department from the Indiana Department of Corrections for support of the Drug Court program and will provide funding for a probation officer's salary, FICA, PERF, health insurance and mobile phone expenses.
- (B) *Use of Funds.* All money in the Fund will be used by the Probation Department in a manner consistent with the terms and conditions of the Award Agreement between the Department and the Department of Corrections and may not be used for construction, renovation or costs of land acquisition, weapons and/or accessories, vehicles, ammunition, electronic immobilization devices, wearing apparel, or capital expenses.
- (C) *Non-Reverting Fund.* This is a Non-Reverting Fund.”

**It is further ordained** that this ordinance shall be effective upon adoption.

**It is further ordained** that all other provisions of the Montgomery County Code of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

Montgomery County Board of  
Commissioners:

\_\_\_\_\_  
James D. Fulwider, President

\_\_\_\_\_  
John Frey, Vice President

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Dan Guard, Member

Attest:

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Jennifer Andel, Auditor

# Introduction: Ordinance 2020-43

Tuesday, November 17, 2020 1:17 PM

# **Montgomery County Board of Commissioners**

## **Ordinance 2020-43**

### **AN ORDINANCE CREATING THE FY2021 COMMUNITY CORRECTIONS & JUSTICE REINVESTMENT GRANT FUND**

Whereas, the Montgomery County Probation Department has been awarded \$71,659.00 from the Indiana Department of Corrections, through West Central Community Corrections, to continue the Department of Corrections' support of the Probation Department by providing funding for two probation officers' salary, FICA, PERF, and health insurance, office supplies, dues and subscriptions, telephone, vehicle insurance, conference registration, lodging and travel expenses; and

Whereas, the use of funds from this award is controlled by the Award Agreement executed by the Montgomery County Probation Department and the Department of Corrections, and this agreement requires the creation of a new fund;

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the FY2021 Community Corrections & Justice Reinvestment Grant Fund should be created in order to receive the funds and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.142 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:



**“§ 35.142 FY2021 COMMUNITY CORRECTIONS & JUSTICE REINVESTMENT GRANT FUND**

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the FY2021 Community Corrections & Justice Reinvestment Grant Fund. The fund shall consist of monies received by the Montgomery County Probation Department from the Indiana Department of Corrections for support of the Probation Department and will provide funding for two probation officers' salary, FICA, PERF, and health insurance, office supplies, dues and subscriptions, telephone, vehicle insurance, conference registration, lodging and travel expenses.
- (B) *Use of Funds.* All money in the Fund will be used by the Probation Department in a manner consistent with the terms and conditions of the Award Agreement between the Department and the Department of Corrections and may not be used for construction, renovation or costs of land acquisition, weapons and/or accessories, vehicles, ammunition, electronic immobilization devices, wearing apparel, or capital expenses.
- (C) *Non-Reverting Fund.* This is a Non-Reverting Fund.”

**It is further ordained** that this ordinance shall be effective upon adoption.

**It is further ordained** that all other provisions of the Montgomery County Code of Ordinances which are not specifically amended by this ordinance shall remain in full force and effect.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

Montgomery County Board of  
Commissioners:

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James D. Fulwider, President

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John Frey, Vice President

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Dan Guard, Member

Attest:

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Jennifer Andel, Auditor

# Introduction: Ordinance 2020-44

Tuesday, November 17, 2020 1:18 PM

# **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**

## **ORDINANCE 2020-44**

### **AN ORDINANCE AMENDING COMPOSITION OF THE EMPLOYEE ROSTER & PAY SCHEDULE (ERPS) REVIEW COMMITTEE**

WHEREAS, Section 34.01 of the Montgomery County Code of Ordinances provides for policies for employment for the employees of the County government; and

WHEREAS, Section 34.01 of the County Code incorporates by reference the Montgomery County Employees' Personnel Policy Manual, which is found in Appendix A of Chapter 34; and

WHEREAS, pursuant to Section 2.03.6 of the Employees' Personnel Policy Manual, the Montgomery County Council adopts the Employee Roster & Pay Schedule (ERPS) system for compensation; and

WHEREAS, Section 2.036 also provides for a Review Committee which considers requests for review of compensation from department heads; and

WHEREAS, the Review Committee is currently comprised of four (4) members appointed by the Board of Commissioners, one of which is a member of the Board of Commissioners, one of which is a member of the County Council, and two of which are department heads; and

WHEREAS, because department heads who serve on the Review Committee may make requests for reviews of compensation for employees in their own departments, the Board of Commissioners finds that it is in the best interests of the County and its employees that the composition of the ERPS Review Committee be

changed in order to include one (1) Commissioner and two (2) members of the County Council; and

WHEREAS, the Board of Commissioners also finds that, because the County Administrator provides staffing support for the Review Committee, Section 2.03.6 should be amended to provide that all requests for compensation review be submitted to the County Administrator.

NOW, THEREFORE, BE IT ORDAINED BY THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS, that Section 2.03.6 of the Montgomery County Employees Personnel Policy Manual (Appendix A of Section 34.01, Chapter 34 of the Montgomery County Code), is hereby amended to read as follows:

**“2.03.6 Employee Roster & Pay Schedule (ERPS) System:** In 2018, the County Council adopted the Employee Roster & Pay Schedule (ERPS) system for compensation. This system was used to determine the compensation of employees for 2019. The following rules apply to the implementation of the system:

**2.03.6.1 ERPS Review Committee:** The Board of Commissioners will appoint ~~three (3)~~ **four (4)** persons to serve on the ERPS Review Committee. The purpose of this Committee is to consider requests for changes in compensation and recommend action on such requests for the County Council, to recommend compensation to the Council for newly created positions, and to make recommendations to the Council and Board of Commissioners concerning compensation and benefit matters. The Committee will be comprised of one **(1) Commissioner and two (2) County Council members.**, ~~one member of the Council, and two department heads.~~

**2.03.6.2 Requests for Review:** Any department head may request that the compensation of an employee in his or her department be reviewed by the Committee **by submitting to the County Administrator.** All requests must be made in writing and must include

a copy of the employee's job description, reason for request, and any other information the department head considers relevant to the review request. Within 30 days of receiving a request, the Committee will conduct a conference with the department head regarding the request. Within ten days of the conference, the Committee will make a written recommendation to the Council for its consideration and provide a copy of the recommendation to the department head making the request.

**2.03.6.3 Council Action:** The Council will consider the recommendation of the Committee at its next regular meeting. The decision of the Council regarding the request is final.

**2.03.6.4 Adoption of Compensation System:** Consistent with Indiana law, the County Council has the authority to adopt compensation systems, rules for compensation, and rules for the implementation of such systems.

**2.03.5 Employee Roster & Pay Schedule (ERPS) System:** The Montgomery County Council has adopted the Employee Roster & Pay Schedule (ERPS) system for compensation. This ERPS system is attached as Schedule 1."

IT IS FURTHER ORDAINED that all other provisions of the Montgomery County Code, including but not limited to the Employees Personnel Policy Manual, which are not expressly amended or modified by this ordinance shall remain in full force and effect.

IT IS FURTHER ORDAINED that this ordinance shall become effective upon adoption.

Adopted this \_\_\_\_ day of December, 2020.

MONTGOMERY COUNTY, INDIANA,  
BOARD OF COMMISSIONERS

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Jim Fulwider, President

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John Frey, Vice President

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Dan Guard, Member

Constituting a majority of the Montgomery  
County Board of Commissioners

ATTEST:

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Jennifer Andel, Auditor

# 2nd Reading- Ordinance 2020-39

Thursday, November 12, 2020 1:35 PM

## Montgomery County Board of Commissioners

### Ordinance 2020 – 39

#### Amending Employee Handbook Terms Regarding Overtime

**Whereas**, the Board of Commissioners periodically reviews the Employee Handbook and amends the Handbook when necessary; and

**Whereas**, questions have been raised by the Director of the Central Communications Center regarding whether dispatchers and other employees of the Center are administrative employees or police officers under Section 2.03 of the Employee Handbook, which defines, consistent with the Fair Labor Standards Act (FLSA), the compensation periods used to determine an entitlement to overtime and compensatory time; and

**Whereas**, under the FLSA, dispatchers and other non-exempt employees of an Emergency 911 call center are treated as administrative employees rather than police officers; and

**Whereas**, in order to eliminate any confusion as to the applicable compensation period applicable to dispatchers and other non-exempt employees of the Central Communications Center, the Board of Commissioners finds that Section 2.03 should be amended; and

**Whereas**, the Sheriff has also notified that he will not award compensatory time because of its adverse effect on the operations of his Department, and, therefore, the Board of Commissioners find that this Section should also be amended to clarify the Sheriff's policies in this regard; and

**Whereas**, the Board of Commissioners finds that other technical changes should be made to Section 2.03 in order ease the administration of this section;

**It is, therefore, ordained** that Section 2.03 of the Employee Handbook, which is Appendix A to Section 34 of Title III of the Montgomery County Code is hereby amended to read as follows:

#### **“2.03 OVERTIME**

**2.03.1 Administrative Employees:** The Department Head or Supervisor shall establish the hours of work for each employee under his/her supervision which shall be determined in accordance with the needs of the County services, and which shall take into account the reasonable needs of the public, who may be required to do business with various County departments. Supervisors shall establish the hours of work for each employee under his/her supervision. If a **non-exempt** employee's regular work week consists of 37.5 hours, **and the employee is** then authorized work greater than 37.5 hours, but less than 40 hours each work week, **any time worked which is more than 37.5 hour but not more than 40 hours during a work week** is known as “gap time.” Non-exempt employees who work gap time will be paid at their normal hourly rate for the hours worked or awarded compensatory time **at a rate of one hour of compensatory time for each hour of gap time**, subject to the election of employees **not to accept compensatory time**, as provided for in Subsection **2.03.4 2.03.3** of this Section, as determined by the supervisors. **If a non-exempt employee works more than 40 hours in one week, the employee is entitled to either overtime compensation or compensatory time, subject to the election of employees not to**



accept compensatory time, as provided for in Subsection 2.03.4 of this Section. The overtime compensation or award of compensatory time is determined by multiplying the hours exceeding forty (40) hours in the workweek by 1.5. Overtime requests shall use the County overtime form. Exempt employees are not eligible for gap time compensation, overtime compensation or compensatory time.

**2.03.2 Police Officers:** The Sheriff shall establish the hours of work for each police officer. Authorized overtime for all non-exempt police officers is time worked in excess of 84 hours in a 14-day period. ~~Non-exempt police officers who work more than 84 hours in a 14-day period will be paid overtime. The standing order of the Sheriff is that no compensatory time is awarded for hours worked in excess of 84 hours in a 14-day period.—and may be taken either in pay or compensatory time, subject to the election of officers provided for in Subsection 2.03.3 of this Section.~~ The overtime compensation rate is determined by multiplying the hours exceeding 84 hours in a 14-day period by 1.5.

**2.03.3 Central Communications Center Employees:** The Director of the Central Communications Center will establish the hours of work for each employee under her supervision. If a non-exempt employee works more than 40 hours in a work week, the employee will be entitled to an award of overtime or compensatory time, subject to the election of employees to not accept compensatory time, as provided for in Subsection 2.03.4 of this Section. The overtime compensation or award of compensatory time is determined by multiplying the hours exceeding 40 hours worked in the work week pay period by 1.5. Exempt employees are not eligible for overtime compensation or compensatory time.

#### **2.03.4 ~~2.03.3~~ Election by Employees to Decline Compensatory Time.**

**2.03.4.1 ~~2.03.3.1~~ Administrative Employees:** On or before January 1<sup>st</sup> of each year, the Board of Commissioners shall provide to all non-exempt administrative employees a Notice of Overtime Compensation (hereinafter the “Notice”). The Notice shall advise eligible employees that compensatory time will be provided for all authorized overtime in lieu of paid overtime. The Notice shall further advise eligible employees that their consent to receive compensatory time in lieu of paid overtime will be assumed, as a condition of employment, unless ~~the employee provides~~ written notice ~~to the contrary to~~ of objection is received by the Board of Commissioners. This Notice is Form A-4 in the Appendix.

**2.03.4.2 ~~2.03.3.2~~ Police Officers:** ~~No election to decline compensatory time is necessary for Police Officer because the Sheriff does not award compensatory time. On or before January 1<sup>st</sup> of each year, the Sheriff shall provide to all non-exempt police officers a Notice of Overtime Compensation (hereinafter the “Notice”). The Notice shall advise eligible police officers that compensatory time will be provided for all authorized overtime in lieu of paid overtime. The Notice shall further advise eligible police officers who consent to receive compensatory time in lieu of paid overtime will be assumed, as a condition of employment, unless written notice of objection is received by the Sheriff. This Notice is Form A-4 in the Appendix.~~

**2.03.4.3 Central Communications Center Employees:** On or before January 1<sup>st</sup> of each year, the Director of the Central Communications

Center will provide to all non-exempt employees a Notice of Overtime Compensation (hereinafter the “Notice”). The Notice will advise eligible non-exempt employees that compensatory time will be provided in lieu of paid overtime. The Notice will further advise these employees that their consent to receive compensatory time in lieu of paid overtime will be assumed, as a condition of employment, unless the employee provides written notice to the contrary is delivered to the Director. This Notice is Form A-4 in the Appendix.

**2.03.5 ~~2.03.4~~ Hours Counting Toward Overtime and Compensatory Time:** For purposes of a determination of the number of hours worked when calculating eligibility for overtime or compensatory time, the following hours count as “hours worked:”

1. hours worked;
2. vacation leave;
3. sick leave;
4. bereavement leave;
5. jury duty leave;
6. holiday leave; and,
7. paid-time-off (beginning January 1, 2017).

The following hours do not count as “hours worked:”

1. compensatory time used;
2. Family Medical Act Leave;
3. military leave; and,
4. disability leave (which is not taken as sick leave or PTO leave)
5. pandemic leave;
6. Families First Coronavirus Recovery Act emergency sick leave;
7. Emergency Family Medical Leave Act leave.

For non-exempt police officers, the following additional rules apply:

**2.03.5.1 ~~2.03.4.1~~ Substitution Time:** When an officer substitutes time with another officer by mutual agreement, the time worked by the substitute counts;

**2.03.5.2 ~~2.03.4.2~~ On-Call Duty:** Time spent on-call does not count. If the on-call officer is called to duty and works, the time actually worked counts;

**2.03.5.3 ~~2.03.4.3~~ Training:** Time spent at the police academy in training or other training, and travel to and from such training, counts. Time spent by officers at the academy or other training which is outside of training or class, including but not limited to time sleeping or free time, does not count;

**2.03.5.4 ~~2.03.4.4~~ Travel to and from Work:** Time spent traveling to and from an officer’s home to the police station or duty area does not count unless the officer has marked on duty and is discharging his or her official duties. Officers may not mark on duty outside of the County limits unless they are engaged in law

enforcement activities. If the officer is required to travel to places other than the police station or duty area for work, the travel time counts to the extent that it exceeds the officer's normal travel time from home to the police station or duty area.

**2.03.6 2.03.5 Compensatory Time Limitation and Carry Forward:** Accrued compensatory time may be accumulated up to 40 hours for administrative employees and 80 hours for police officers and employees of the Central Communications Center. Accrued compensatory time should be used by the end of each calendar year. If work demands prevent the use of accrued compensatory time by the end of the calendar year, employees may carry unused compensatory time to the next calendar year, but supervisors should schedule work in the following year in a manner to use the compensatory time carried over within the first six months of the next calendar year. All accrued compensatory time at the time of retirement, resignation, promotion to an exempt position or termination will be paid in the next payroll cycle."

**It is further ordained** that all provisions of the Employee Handbook, which are not expressly modified by the two new sections added by this ordinance will remain in full force and effect.

**It is further ordained** that this ordinance is effective upon adoption.

Adopted November 23, 2020.

**Montgomery County  
Board of Commissioners:**

\_\_\_\_\_  
James D. Fulwider, President

\_\_\_\_\_  
John Frey, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest:

\_\_\_\_\_  
Jennifer Andel, Auditor

# 2nd Reading- Ordinance 2020-40

Thursday, November 12, 2020 1:43 PM

## Montgomery County Board of Commissioners

### Ordinance 2020 – 40

#### Amending Employee Handbook Adding Bereavement Leave

**Whereas**, the Board of Commissioners periodically reviews the Employee Handbook and amends the Handbook when necessary; and

**Whereas**, the Highway Director has recently requested that the Board consider adding bereavement leave to the types of leave provided for in the Employee Handbook; and

**Whereas**, the Board finds that because the need for bereavement is often unknown and uncertain and employees may not be able to retain enough paid time off (PTO) to allow such leave, bereavement leave should be added to the types of leave allowed by the Employee Handbook; and

**It is, therefore, ordained** that Section 6.11 is hereby added to the Employee Handbook, which is Appendix A to Section 34 of Title III of the Montgomery County Code, and it shall read as follows:

#### **“6.11 BEREAVEMENT LEAVE**

Employees of Montgomery County will be eligible for bereavement leave as follows:

**6.11.1 Immediate Family.** If a spouse, child, stepchild, parent, grandchild or step-grandchild of the employee dies, the employee is entitled to up to five (5) days of bereavement leave.

**6.11.2 Other Family.** If a grandparent, father-in-law, mother-in-law, great grandchild, brother, sister, brother-in-law, or sister-in-law of an employee dies, the employee is entitled to up to three (3) days of bereavement leave.

**6.11.3 Other.** If an aunt, uncle, niece, nephew, cousin of an employee dies or a relative who was related to the employee in a more distant relationship than those described in 6.11.1 or 6.11.2 dies, the employee is entitled to one (1) day of bereavement leave.

**6.11.4 Paid Leave.** Bereavement leave is paid leave, but it does not count as hours worked for purposes of determining overtime or compensatory time.

**6.11.5 Additional Leave.** If there are unusual circumstances, including but not limited to demands of travel or a unique relationship between the employee and the deceased person, the employee’s supervisor may, in the exercise of his or her discretion, grant additional bereavement leave to the employee.

**It is further ordained** that all provisions of the Employee Handbook, which are not expressly modified by the two new sections added by this ordinance will remain in full force and effect.

**It is further ordained** that this ordinance is effective upon adoption.

Adopted November 23, 2020.

**Montgomery County**

**Board of Commissioners:**

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James D. Fulwider, President

---

John Frey, Vice President

---

Dan Guard, Member

Attest:

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Jennifer Andel, Auditor