

# Agenda memo

Thursday, January 23, 2025 1:21 PM

## **AGENDA MEMO**

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING  
WEDNESDAY, JANUARY 27, 2025  
8 AM  
1580 Constitution Row - Room E109  
Crawfordsville, IN 47933**

**CALL TO ORDER Board President Dan Guard**

**PLEDGE ALLIGENCE and PRAYER**

### **CONSENT AGENDA**

Approval of Claims: AP \$4,193,292.24  
Payroll \$791,119.55  
Minutes: January 8, 2025

**Public Hearing: Consideration of Proposed Ordinance 2025-1 Adoption of Text Amendments to the Zoning Ordinance Adding Article 21, Carbon Sequestration**

**Ordinance 2025-1 Adoption Text Amendments to the Zoning Ordinance -**  
*The Plan Commission conducted a public hearing on December 18, 2024 on text amendments to the Montgomery County Zoning Ordinance which would add Article 21, Carbon Sequestration to the Zoning Ordinance, and the Commission voted unanimously on December 18, 2024 to send a favorable recommendation on such text amendment to the Commissioners.*

### **NEW BUSINESS**

**DES Work Order Agreement - Landfill - \$27,521.34 Fee Split with City 50/50**  
*DES will Re-survey the landfill to create an updated map showing recent work completed as well as volumes of soil piles brought onsite by the Highway Department and James Hose Legal Drain dredging. Provide a contoured design of areas where the Highway Department and Legal Drain soil piles will be used to fill in low areas. Ensure positive drainage off the fill areas. Prepare bid documents for the construction work, accept bids, review bids, and provide the City and County executive with a recommendation for award. Submit a CSGP to IDEM for the work being performed.*

**Tom's Marine Request to Close Portions of County Roads for Upcoming Races at Ironman Raceway**

*Lori Shaver has contacted the Commissioners' office requesting to close portions of County Road 200 South and County Road 200 West.*

**CVC (Visitor & Convention Commission) Board Appointment** - *Commissioners and the Mayor of Crawfordsville each have appointments to the CVC Board. The current vacancy is two year term for a member of the County Council. Commissioners will consider appointing County Councilman Mike Warren.*

**2025-01 Community Crossings Matching Grant Fund - Financial Commitment Letter -**

*Financial commitment letter for Community Crossing Matching grant- the highway department is seeking a matching grant for a cape seal project. The project is for the following roads: Ladoga road from 150 S to Ladoga town limits, (locally known as Cassidy road) 550 N from 231 to 275 E, 275 E from 550 N to 500 N, 500 N from 275 E to Darlington town limits, and 650 N from Old 55 to 100 W. The total project cost is estimated to be \$2,274,337.50. If awarded and bids are that INDOT portion on the estimate is \$1,500,000 and County portion would be \$774,337.50. The County in the past has applied for one project each year with the exception of 2024. The second awarded project award did not have an appropriation which meant the match for the second project from last year had to be paid out of the 2025 appropriation match. There are sufficient funds in the Highway MVH Highway fund to request an additional appropriation to fund the County's match for the 2025 grant.*

**ORDINANCES**

**Introduction Ordinance 2025-2 Re-Establishing the Cumulative Bridge Fund -**

*The Board of Commissioners has expressed a desire to re-establish and maintain a Cumulative Bridge Fund (Cum Bridge Fund). The tax rate for 2025 for the Cumulative Bridge Fund is \$0.055 per \$100 of assessed valuation, and the maximum property rate for the Fund per Indiana Code is \$0.10 per \$100 of assessed valuation. A Notice of Public Hearing will be published on January 29, 2025 and February 5, 2025 in the Journal Review and The Paper of Montgomery County. The Commissioners will conduct a public hearing on Monday, February 10, 2025 @ 8:00 am.*

**Introduction Ordinance 2025-3 Establishing FFY 2025 Indiana Department of Homeland Hazardous Materials Emergency Preparedness Grant Fund - \$16,300**

*Emergency Management & Homeland Security has received a sub-award grant from the Indiana Department of Homeland Security for a project titled "Hazmat Tech Course & TTX". The grant period is from October 1, 2024 to September 30, 2025.*

**Introduction Ordinance 2025-4 Establishing the FFY 2024 Emergency Management Performance Grant Fund - \$44,827.63**

*Emergency Management & Homeland Security has received a grant for purposes of EMPG Salary Reimbursement 2024. The period of performance is October 1, 2024 to September 30, 2025.*

## **RESOLUTION**

### **Resolution 2025-4 Declaration of Surplus Equipment-Service Revolver Sergeant Rodney Jenkins -**

*Sergeant Rodney Jenkins is retiring from the Montgomery County Sheriff's Department after 26 1/2 years of service. Sheriff Needham is requesting to award Sgt. Jenkins' service revolver to him upon his retirement.*

## **OTHER BUSINESS**

## **ADJOURNMENT**

***\*\*Next meeting Monday, February 10, 2025\*\****

# Agenda - 1-27-25

Tuesday, January 21, 2025 2:29 PM

## **AGENDA**

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING  
MONDAY, JANUARY 27, 2025  
8 AM  
1580 Constitution Row - Room E109  
Crawfordsville, IN 47933**

**CALL TO ORDER Board President Dan Guard**

**PLEDGE ALLIGENCE and PRAYER**

### **CONSENT AGENDA**

Approval of Claims: AP \$4,193,293.24  
Payroll \$791,119.55  
Minutes: January 8, 2025

### **PUBLIC HEARING: Consideration of Proposed Ordinance 2025-1 Adoption of Text Amendments to the Zoning Ordinance Adding Article 21, Carbon Sequestration**

Ordinance 2025-1 Adopting Text Amendments to the Zoning Ordinance

### **NEW BUSINESS**

DES Work Order Agreement - Landfill  
Tom's Marine Request to Close Portions of County Roads for Upcoming Races  
at Ironman Raceway  
CVC Board Appointment  
2025-01 Community Crossings Matching Grant Fund - Financial Commitment  
Letter

### **ORDINANCES**

Introduction Ordinance 2025-2 Re-Establishing the Cumulative Bridge Fund  
Introduction Ordinance 2025-3 Establishing FFY 2025 Indiana Department of  
Homeland Hazardous Materials Emergency Preparedness Grant Fund  
Introduction Ordinance 2025-4 Establishing the FFY 2024 Emergency Management  
Performance Grant Fund

### **RESOLUTION**

Resolution 2025-4 Declaration of Surplus Equipment - Revolver Rodney Jenkins

### **OTHER BUSINESS**

## **ADJOURNMENT**

***\*\*Next meeting Monday, February 10, 2025\*\****

# Minutes: January 8, 2025

Thursday, January 23, 2025 9:42 AM

**MINUTES**  
**MONTGOMERY COUNTY COMMISSIONER MEETING**  
**WEDNESDAY, JANUARY 8, 2025**

The Montgomery County Commissioners met in regular session on Wednesday, January 8, 2025 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, Crawfordsville, Indiana.

**CALL TO ORDER**

On call of the roll, the members of the Board were shown to be present as follows: Board Vice President Commissioner Jim Fulwider; Commissioner Dan Guard, Member and Commissioner Jake Bohlander

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Chief Deputy Auditor Jennifer Andel; Building Administrator Marc Bonwell; Highway Director Jake Lough; Central Communications Director Sherri Hill; Mapping Director Mike Davis; Assistant County Attorney Tyler Nichols; and Commissioners Executive Assistant Lori Dossett.

**PLEDGE & PRAYER**

Commissioner Guard led the pledge of allegiance and the prayer.

**ELECTION OF OFFICERS**

Board President – *Commissioner Jim Fulwider nominated Commissioner Dan Guard to serve as President. Seconded by Commissioner Jake Bohlander. Commissioner Fulwider moved that the nominations be closed. Seconded by Jake Bohlander. Motion carried 3-0 votes in favor.*

Vice President – *Commissioner Bohlander nominated Commissioner Jim Fulwider to serve as Vice President. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

**CONSENT AGENDA**

Approval of Claims: AP \$3,654,643.00

Payroll \$476,744.31

Minutes: December 23, 2024

*Commissioner Fulwider moved to approve the Consent Agenda. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

*Residential to Commercial. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

## **2025 Contracts & Agreements**

**Section Corner Perpetuation** - \$53,300 One-year contract is funded from the Section Corner Perpetuation Fund and the County General Fund. \$33,000 is budgeted in the Section Corner Fund and the remaining amount will be paid from County General. *Commissioner Fulwider moved to approve the Section Corner Perpetuation Agreement. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

**Animal Welfare League** - \$92,774 One-year contract is funded out of County General from the Commissioners budget. *Commissioner Bohlander moved to approve the Animal Welfare League Contract. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

**Purdue Extension Contractual Services Agreement** - \$132,680 One-year contract is funded out of County General from Purdue Extension budget. *Commissioner Fulwider moved to approve the Purdue Extension Contractual Services Agreement. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

## **2025 Commissioner Board Appointments**

### **Plan Commission -**

- Commissioner Jake Bohlander (Annual)
- Re-Appoint Bob Campbell (4-yrs)
- Re-Appoint Tricia Rose-Herr (Annual)

### **Board of Zoning Appeals -**

- Re-Appoint Seth Howell (3-yrs)
- Re-Appoint Steve Canfield (4-yrs)

### **Drainage Board -**

- Re-Appoint Doug Mills (2-yrs)
- Commissioner Jake Bohlander (Annual)

### **Convention & Visitors Commission**

- Commissioner Jake Bohlander (Annual)
- Re-Appoint Isaac Hook (2-yrs)

**Sugar Creek Advisory Board (SCAB) - 3 Year Term**

- Re-Appoint Raoul Moore
- Re-Appoint Alan Clouser

**Health Board - 4 Year Term**

- Re-Appoint DVM Sharon Keedy
- Re-Appoint Dr. Mary Glass
- Re-Appoint NP Jami Barton
- Re-Appoint Summer Ervin

**Redevelopment Commission - Annual**

- Appoint John Frey
- Re-Appoint Ron Dickerson
- Re-Appoint Rex Ryker
- Re-Appoint Julie Hess - Non Voting School Board Member

**Redevelopment Authority - Annual**

- Re-Appoint Greg Morrison

**Emergency Management Council - Annual**

- Appoint Commissioner Dan Guard
- Re-Appoint Phil Pirtle
- Re-Appoint Barry Lewis
- EMA Director Jessica Burget - 2 Year Contract

**E911 Governing Board - Annual**

- Re-Appoint Commissioner Jim Fulwider
- Appoint Commissioner Jake Bohlander
- Re-Appoint Director Sherri Hill - 2 Year Contract

**CCC Operations Board - Annual**

- County Administrator Tom Klein
- Re-Appoint Mike Hunley - Town Marshal Representative
- Re-Appoint Phil Pirtle - Volunteer Fire Chief Representative

**Regional Sewer Board**

- Re-Appoint Commissioner Dan Guard - Annual
- Re-Appoint David Reeves (4-yrs)
- Re-Appoint Greg Morrison (4-yrs)

**Solid Waste Management District - Annual**

- Re-Appoint Commissioner Dan Guard
- Re-Appoint Commissioner Jim Fulwider
- Appoint Commissioner Jake Bohlander
- Re-Appoint Bob Cox - Town Representative

**Solid Waste Management District Advisory Council - Annual**

- Re-Appoint Sam Newlin

**Property Tax Appeals Board - Annual**

- Re-Appoint Lindsey Hamilton
- Re-Appoint Patricia Richey

**Alcoholic Beverage Board - Annual**

- Re-Appoint Jay Busse

**IT Committee - Annual**

- Commissioner Dan Guard
- Ryan Needham
- Judge DC Chadd
- Sherri Bentley
- Mindy Byers
- Andria Geigle
- Marc Bonwell
- Tom Klein
- Lori Dossett

**Jail Facility Building Corporation - Annual**

- Tom McCarty
- Lonnie Jones
- Roger Kunkel

**Montgomery County Building Corporation - Annual**

- Jim Johnson
- Aaron Morgan
- Greg Morrison

**Valley Oakes - Annual**

- Commissioner Jake Bohlander

**Crawfordsville Economic Development Corporation - Annual**

- Phil Boots

**Economic Development Commission - Annual**

- Rusty Carter

**Internal Controls Committee - Annual**

- Auditor Mindy Byers
- Treasurer Heather Laffoon
- Recorder Nancy Cox
- Clerk Sondra Sixberry
- Health Administrator Adrienne Northcutt
- Building/Zoning Administrator Marc Bonwell
- Sheriff Ryan Needham
- Chief Probation Officer Andria Geigle
- County Administrator Tom Klein

**Sick Bank Committee - Annual**

- Matt McCarty
- Marc Bonwell
- Sherri Bentley

**Security Committee - Annual**

- Sheriff Ryan Needham
- Building/Zoning Administrator Marc Bonwell
- Judge DC Chadd
- EMA Director Jessica Burget

**Risk Management Committee - Annual**

- Auditor Mindy Byers
- Sheriff Ryan Needham
- Highway Director Jake Lough
- Commissioner Dan Guard

**HIPPA Committee - Annual**

- Auditor Mindy Byers
- Clerk Sondra Sixberry
- CCC Director Sherri Hill
- Health Administrator Adrienne Northcutt
- County Administrator Tom Klein

### **JRAC (Justice Reinvestment Council) - Annual**

- Commissioner Jake Bohlander

*Commissioner Fulwider moved to approve the Board/Committee Appointments. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

### **DEPARTMENT HEADS**

- Building/Zoning Administrator Marc Bonwell
- Highway Director Jake Lough
- Veterans Affairs Officer Joe Ellis
- Weights & Measurers Officer Jim Wolf
- Mapping Director Mike Davis

*Commissioner Fulwider moved to approve the Department Head Appointments. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

### **NEW BUSINESS**

**Notice to Bidders Addendum** – Highway Director Jake Lough stated a gravel company that normally submits annual bids to the County did not submit and he is requesting to issue a Notice to Bidders Addendum for #8's gravel, pea gravel and sand. Bids due Friday, February 7th by 2:00 pm. Bids will be opened on Monday, February 10th @ 8:00 am. *Commissioner Fulwider moved to approve the Notice to Bidders Addendum. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

### **Authorization to obtain 5-year Loan to Purchase 2 Tandem Trucks and Aftermarket Equipment**

Highway Director Jake Lough requested authority to obtain a loan for the 2 tandem trucks: \$432,104.00 from Stoops Freightliner and aftermarket from Clark Trucking. He stated the Highway Department received 3 bank quotes for the loan. Hoosier Heartland State bank quoted a rate of 6.25%. Indiana bond bank quoted a rate of 4.62%. Tri-County Bank & Trust quoted a rate of 4.950%. The highway department currently has a loan with Tri-County for 2 tandems. The difference between Indiana Bond Bank and Tri-County is \$4,007.97 over a 5-year period. The payment would be semiannual at \$98,212.74. *Commissioner Fulwider moved to authorize Highway Director Lough to obtain a loan for the two tandem trucks from Stoops Freightliner and after market equipment from Clark Trucking. Seconded by Commissioner Bohlander. Commissioner Fulwider questioned what the timeframe was to receive the equipment and has the equipment been replaced that was purchased as a result of the fire. Motion carried 3-0 votes in favor.*

**Bid Award Berner/Ditcher** - Highway Director Jake Lough stated two bids were opened at the 12/9/24 Commissioners meeting. 1st Bid: Hurricane Ditcher Company, Inc. - \$22,700

Ditcher & \$23,800 Bermer. 2nd Bid: \$5,100 for each piece of equipment -Total Bid: \$10,200- Harlan Vaught. Director Lough stated that they have tried for four years to “get rid” of the equipment and he does not know how they can get a better price. The equipment was purchased for approximately \$250,000 each and have 40 hours. Commissioners asked him how much he would expect to receive as a fair price. Lough estimated \$80,000 to \$100,000 if someone wanted to use it. After further discussion, *Commissioner Fulwider moved to accept the bid from the Hurricane Ditcher Company \$22,700 Ditcher/\$23,800 Bermer. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

## **ORDINANCES**

### **2<sup>nd</sup> Reading Ordinance 2024-39 Creating the 2024 Justice Partners Addiction Response Grant Fund - \$82,500**

Ordinance establishes the 2024 Justice Partners Addiction Response Grant Fund. The fund is hereby created to receive, allocate, and manage the \$82,500 grant funds. (B) Use of Funds. Salary for Problem Solving Court Case Manager: \$33,000 Partial salary for existing position. Travel & Training: \$25,000 This amount shall be used for the Problem Solving Court Team Members/Probation Officers. Barrier Busters: \$3,000 Addiction Treatment Services: \$14,000 Community Outreach: \$7,500. *Commissioner Fulwider moved to approve Ordinance 2024-39. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

## **RESOLUTIONS**

### **Resolution 2025-1 - A Resolution Appointing County Attorney and Approving Engagement Letter - \$245 p/hour rate**

*Commissioner Bohlander moved to approve Resolution 2025-1. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.*

### **Resolution 2025-2 - A Resolution Establishing Commissioner Meeting Date**

Meetings to be held on the 2nd & 4th Monday of each month @ 8:00 am @ Montgomery County Government Center Room E-109 except the 2<sup>nd</sup> meeting in May will be moved to Tuesday, May 27, 2025 because of Memorial Day and the 1st October meeting will be moved to Tuesday, October 14 because of Columbus Day. *Commissioner Fulwider moved to approve Resolution 2025-2 with the addition of the change of the 2<sup>nd</sup> meeting in May. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

### **Resolution 2025-3 - A Resolution Approving Sheriff Ryan Needham Contract - Salary \$121,691 1-year annual contract.**

*Commissioner Fulwider moved to approve Resolution 2025-3. Seconded by Commissioner Bohlander. Motion carried 3-0 votes in favor.*

**OTHER BUSINESS**

County Administrator Tom Klein stated tomorrow, January 8<sup>th</sup> is National Law Enforcement Day.

Commissioners Welcomed new County Commissioner Jake Bohlander.

**ADJOURNMENT**

There being no further business before the Board, meeting adjourned. Meeting adjourned @ 8:15 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.  
The next regular meeting will be held on Monday, January 27, 2025 @ 8:00 am @ Montgomery County Government Center-Room E-109.

**MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS:**

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**Dan Guard, President**

**Attest:**

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**Mindy Byers, Auditor**

# Public Hearing - Text Amendments Carbon Sequestration

Thursday, January 23, 2025 9:57 AM

## **Article 21 Carbon Sequestration**

### **21.01 Purpose**

The purpose of this section is to manage, regulate, and administer carbon sequestration siting and surface impacts based on the enabling legislation of I.C. 14-39 as amended from time to time. These regulations allow carbon sequestration projects and facilities in certain areas, and, therefore, do not have the effect of unreasonably restricting the use of such facilities other than for preservation and protection of public health and safety, and the County's natural and constructed resources. These regulations are not intended to and do not have the effect of significantly increasing the cost of the carbon sequestration projects, decreasing the efficiency of carbon sequestration, or impeding alternative projects of comparable cost and efficiency.

### **21.02 Definitions**

Carbon sequestration projects mean any project that involves the underground storage of carbon dioxide in a reservoir utilizing at least one (1) UIC Class VI well which is regulated by the federal Safe Drinking Water Act's Underground Injection Control program, as provided for in 42 U.S.C. §300f et seq and 40 C.F.R. §146(H).

### **21.03 Permitted Districts**

Carbon sequestration projects are allowed only in Industrial Zoning Districts by special exception.

### **21.04 Setbacks**

All carbon sequestration project wellheads and appurtenant facilities (not including underground pipelines or equipment) used for carbon storage, transport, or injection shall be at least one thousand five hundred (1,500) feet from the property line if adjoined by property that is zoned residential, commercial, or institutional, and one thousand (1,000) feet if the property is adjoined by property that is zoned agricultural.

### **21.05 Application Requirements**

The applicant for a rezone, development plan review, or permit shall provide a copy of the following applications or permits:

- (A) A copy of the State's application documents required under I.C. 14-39-2-6(e)(1)(A) or I.C. 14-39-1-4(C), whichever is applicable, as well as project authorization from the State of Indiana and a valid permit issued by the Indiana Department of Natural Resources. If the State of Indiana has not issued a permit,

then a copy of the applicant's application for the permit and a letter of completeness from the State of Indiana will suffice. If the State of Indiana has not opened its application process, the applicant may apply for a rezone if the applicant has applied for a permit from the federal government.

- (B) A copy of applicant's application for a UIC Class VI permit, along with all required submittals, and the permit issued under the Federal State Drinking Act's Underground Control Program, as amended from time to time. If no such permit has been issued, then a copy of the application and a letter of completeness from the United State Environmental Protection Agency (EPA) will suffice.
- (C) A copy of a letter indicating project approval or waiver from the Montgomery County Drainage Board.
- (D) A copy of the shallow water quality monitoring plan the applicant submitted to the EPA.
- (E) A copy of an agreement or statement which satisfies mitigation to agricultural operations as required by I.C. §14-39-1-4(a)(4)(F) as amended from time to time.
- (F) A copy of the subsurface leak detection plan submitted to the EPA
- (G) A copy of the soil monitoring plan submitted to the EPA.
- (H) A copy of the post-injection site care and site closure plan, required under 40 C.F.R. §146.93, submitted to the EPA.

#### **21.06 Fencing**

The entire perimeter of all facilities shall be surrounded by a security fence of not less than the height of ten (10) feet to prevent unauthorized access. Fences shall be black opaque vinyl coated chain link. All gates will be locked. The applicant will place a sign, not to exceed eight (8) feet in area, which contains the name and address of the operator and an emergency telephone contact number for the operator.

#### **21.07 Screening**

All facilities shall be surrounded by a vegetative screening along the outside of the perimeter of the fence at a suitable height and density to minimize the view of the systems. Screening shall, at a minimum, be the height of the required fencing and shall, at a minimum, include one evergreen for every 60 lineal feet. The landscape screen shall be part of a required buffer yard that is at least 50 feet in width from the required fencing.

#### **21.08 Exterior Lighting**

All exterior safety lighting will be developed in a manner which precludes light trespass onto adjoining parcels and which is limited to the amount of light needed for maintenance, safety, and security.

### **21.09 Fire Prevention/Suppression Plan and Requirements**

At the time of any application for a rezone or development plan review, the applicant shall submit a fire prevention and suppression plan which consists of the following:

1. Description of potential fire and emergency scenarios that may require a response from fire, emergency medical services, police, and other emergency responders.
2. Emergency procedures to be followed in the case of fire, explosion, or other potentially dangerous conditions. Procedures shall include notifying and providing access to the Crawfordsville Fire Department or the closest volunteer fire department.
3. Other procedures as determined necessary by the County to provide for the safety of occupants, neighboring properties, and emergency responders.
4. Details of the applicant's plan to comply with the National Fire Prevention Association (NFPA) standard, and all applicable Indiana and local building, fire, safety, and construction rules, orders, ordinance, and regulations.
5. Description of public or private water sources and fire hydrants on the site which can be accessed for fire suppression.
6. Description of site access for fire and other first responders.
7. Description of the hazardous material signage plan.

### **21.10 Decommissioning**

The operator of any carbon sequestration project will comply with any and all EPA regulations, rules, and orders in the care of the site and site closure, as required by 40 C.F.R. §146.93, when injections cease. The operator will provide to the Zoning Administrator any and all amendments or modifications or additional submittals to the EPA regarding post-injection site care and closure and all EPA orders, rules, and directives regarding the operator's plan.

### **21.11 Development Plan Review**

A development plan review is required. An applicant for a development plan review must submit a site plan prepared by a licensed engineer, an access and traffic circulation plan, lighting plan, signage plan, landscape plan, fire prevention plan, drainage plan, decommissioning plan, and other plans required by the Zoning Administrator. Within 60 days of receiving a complete application, the Plan Commission will conduct a public hearing and either approve or disapprove the application.

### **21.12 Permit**

If the Plan Commission approves the development plan, and if the applicant has received all required federal and state approvals and permits, the applicant may apply for an improvement location permit. No work, excavation or construction may occur prior to the applicant receiving an improvement location permit. Within 15 days of receipt of an application for a permit, the

Zoning Administrator will determine whether the application is complete. The Zoning Administrator will notify the applicant in writing of his determination. If the application is complete, the application will be reviewed by the Zoning Administrator. The Administrator will either grant the permit or deny the permit within thirty (30) days of receiving a complete application. If the application is denied, the Administrator will provide written notice of the reasons for denial. If the application is not complete, the applicant must provide to the Zoning Administrator the supplemental information within sixty (60) days. If the applicant fails to provide the supplemental material for the application in a timely manner, the application will be dismissed.

### **21.13 Permit Fee**

At the time of submission, the applicant will submit to the Zoning Administrator a nonrefundable fee in the amount of \$500.00. If the project area exceeds twenty-five (25) acres, the following additional fee is required:

Acres	Additional Fee
25+ to 50	\$500
50+ to 75	\$1,500
75+ to 100	\$2,000
100+	\$2,500

### **21.14 Noise**

No facility will produce sound levels that are more than 32 decibels as measured on the dB(A) scale at the property lines of the system site. At the time of submission of a petition to rezone, development plan review and application for permit, the owner will submit a noise study by a licensed acoustician selected by the Zoning Administrator. This study will be paid for by the applicant or owner. This study will include a description and map of the project's noise-producing features, including the range of noise level expected and the basis of the expectation, a survey and report on the potentially affected residences, schools, public buildings, and other noise sensitive land uses located within two (2) miles of the proposed site. The study will include decibels for both A and C weighted scales. The study will also include a description and map of the cumulative noise impacts and any problem areas identified and a description of the project's proposed noise control features and specific measures proposed to mitigate noise impacts for sensitive land uses. These noise limitation regulations do not apply prior to the commencement of injection, but the operator will limit construction, maintenance, and repair operations to a period of not earlier than 7 a.m. and not later than 7 p.m. These noise limitation regulations do not apply to the drilling of project wells, but the period of this exemption is limited to a period of sixty (60) days per well, commencing when drilling begins.

### **21.15 Height Limitations**

The facility may not exceed thirty-five (35) feet in height as measured from the natural grade to the top of the facility.

**21.16 Legal Drains:** Unless the operator obtains approval from the Montgomery County Drainage Board, no facility may encroach upon the seventy-five (75) foot easement of any legal drain or ditch. If the construction of the facility requires the relocation of any legal drain or ditch, such relocation must be approved by the Montgomery County Drainage Board.

**21.17 Private and Mutual Drains:** Unless the operator and landowners enter into a written encroachment agreement, no facility may encroach upon any private or mutual drain or ditch. If the construction of the system requires the relocation of any private or mutual drain or ditch, such relocation must be approved in writing by the parties to the private or mutual drain or ditch, performed at the expense of the operator, and relocated in a manner so as not to materially impede the function of the drain or ditch. This obligation to refrain from encroaching upon any private or mutual drain or ditch continues and applies even if the encroachment is discovered after construction of the project.

**21.18 Enforcement:** In the event of a violation of this Section, the Zoning Administrator may enforce the Ordinance using the rights and remedies provided for in Section 5.04 of the Zoning Ordinance.

# Ordinance 2025-1 Adopting Text Amendments to the Zoning Ordinance

Thursday, January 23, 2025 9:52 AM

**MONTGOMERY COUNTY**  
**BOARD OF COMMISSIONERS**  
**Ordinance 2025-1**

**Adopting Text Amendments to the Zoning Ordinance**

Whereas, the Montgomery County Plan Commission conducted a public hearing on December 18, 2024 on text amendments to the Montgomery County Zoning Ordinance which would add Article 21, Carbon Sequestration, to the Zoning Ordinance, and the Commission voted unanimously on December 18, 2024 to send a favorable recommendation on such text amendment to the Commissioners; and

Whereas, on December 19, 2024, the Plan Commission certified its recommendation to the Commissioners; and

Whereas, having considered the proposed amendments and additions and comments from members of the public and having paid reasonable regard to the comprehensive plan, current conditions and the character of current structures and uses in each district, the most desirable use for which the land in each district is adapted, the conservation of property values throughout the district, and responsible development and growth, the Board of Commissioners hereby finds as follows:

1. Approving the proposed text amendments is consistent with the Comprehensive Plan in that it designates at least one district for a new use and adopts regulations to promote harmonious land use;
2. Approving the proposed text amendments is consistent with the current conditions and character of current structures and uses in each district by providing for regulations to mitigate any adverse impacts to existing uses;
3. Approving the proposed text amendments is consistent with the most desirable use for which the land in each district is adapted because the amendment provides for such carbon sequestration projects to be in Industrial Districts and be subject to certain regulation and the special exception process;
4. Approving the proposed text amendment will lead to the conservation of property values throughout the jurisdiction by providing for standards that promote growth but protect current uses that are of a different type in adjacent properties;
5. Approving the proposed text amendment is consistent with responsible growth and development in that the amendments will promote harmonious development by regulating the situs of such use and mitigating adverse impacts to existing land use; and

6. The proposed text amendment to the Zoning Ordinance should be approved.

**IT IS, THEREFORE, ORDAINED** that the Montgomery County Zoning Ordinance is hereby amended by added the attached Article 21, Carbon Sequestration, to the existing Zoning Ordinance.

**IT IS FURTHER ORDAINED** that all other provisions of the Montgomery County Zoning Ordinance, not expressly amended by this Ordinance, will remain in full force and effect.

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

Ordained this \_\_\_\_ day of January, 2025.

Montgomery County  
Board of Commissioners:

\_\_\_\_\_  
Jake Bohlander, Member

\_\_\_\_\_  
James D. Fulwider, Member

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

Attest:

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Mindy Byers, Auditor

# DES Work Order Agreement

Thursday, January 23, 2025 9:42 AM



Please keep one copy for your records.

## WORK ORDER AGREEMENT

Submitted by: DES Engineering LLC  
214 E. MAIN STREET  
Crawfordsville, IN 47933  
Phone Number: 765-267-2223

Project Number: MO-MOCOLFGV

Work Order Agreement Date: 01/03/2025

Estimated Cost: \$27,521.34

Schedule Week:

This is an estimated cost, NOT to be construed as a "NOT TO EXCEED" bid. If this is not suitable for your needs, please make arrangements with us before the job begins.

### Responsible Party for Payment:

Client Name: Montgomery County Commissioners/Mayor of Crawfordsville

Home Phone: 765.361.2623

Attention to: Mr. Tom Klein / Mayor Todd Barton

Work Phone:

Address: 110 W South Blvd.

Cell Phone:

City: Crawfordsville

Fax:

State / Zip Code: Indiana, 47933

E-Mail: TBarton@crawfordsville-in.gov;

Tom.klein@montgomerycounty.in.gov

### Location of Project:

Address: Former Montgomery County Landfill

Section: 29

County: Montgomery

Township: 19N

Township: North Union

Range: 4W

Scope of Work: DES will conduct the following activities:

1. Re-survey the landfill to create an updated map showing recent work completed, as well as volumes of soil piles brought onsite by Highway Department and James Hose Legal Drain dredging.
2. Provide a contoured design of areas where the Highway Department and Legal Drain soil piles will be used to fill in low areas. Ensure positive drainage off the fill areas.
3. Prepare bid documents for the construction work, accept bids, review bids, and provide the City and County executives with a recommendation for award.
4. Submit a CSGP to IDEM for the work being performed

### The following May be Needed if Marked with a Check Mark Before Project Begins:

☐

A non-refundable retainer is required in the amount of:

Retainer will be applied towards the final invoice, upon completion of the project. Retainer amount is either a flat \$300 or 10% of the given estimate

**Project will be invoiced upon completion at 50% to Montgomery County and 50% to City of Crawfordsville.**

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

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

Montgomery County Commissioners, IN

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

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

City of Crawfordsville, IN

# Tom's Marine Request to Close County Roads

Thursday, January 23, 2025 9:54 AM

Lori Shaver from Tom's Marine is requesting that the following County Roads be closed for upcoming races to be held at Ironman Raceway:  
CR200 South & CR200 West.

# CVC Board Appointment

Thursday, January 23, 2025 3:51 PM

<b>Visitor &amp; Convention Commission</b>				
<b>*Commissioner Appointment</b>	<b>VACANT</b>	<b>2 yrs</b>	<b>1/1/2023</b>	<b>12/31/2024</b>
<b>*Commissioner Appointment</b>	<i>Carter Wilson</i>	2 yrs	3/25/2024	12/31/2025
<b>*Commissioner Appointment</b>	<i>Jake Bohlander</i>	Annual	1/1/2025	12/31/2025
<b>*Commissioner Appointment</b>	<i>Issac Hook - D</i>	2 yrs	1/1/2025	12/31/2026
<b>*Mayor Appointment</b>	<i>Vacant</i>	2 yrs	1/1/2017	12/31/2018
<b>*Mayor Appointment</b>	<i>Mike Reidy - D</i>	2 yrs	3/13/2018	12/31/2018
<b>*Mayor Appointment ** Resigned 8-8-24</b>	<i>Vacant</i>	2 yrs	3/13/2018	12/31/2019
<b>**Meets monthly 2nd Tuesday @ 6pm</b>				

# 2025-01 Community Crossings Matching Grant Fund - Financial Commitment Letter

Thursday, January 23, 2025 12:54 PM



January 27, 2025

Kathy Eaton-McKalip  
Director of Local Programs  
100 N. Senate Avenue  
Indianapolis, IN 46204

Re: 2025-01 Community Crossings Matching Grant Fund – Financial Commitment Letter  
Montgomery County, Indiana

Dear Ms. Eaton-McKalip:

This letter confirms Montgomery County's financial commitment for our Community Crossings Matching Grant application. We will utilize funding from an approved source in order to provide the local match for these projects. We expect our local share of the costs for application to be approximately **\$778,236.50** and we have the local funding available to provide this match. Thank you for this opportunity to submit this application for the residents of Montgomery County, Indiana.

Sincerely,

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Dan Guard, President  
Commissioner

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Jim Fulwider, Commissioner

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Jake Bohander, Commissioner

Montgomery County Highway  
Department 818 Whitlock Ave  
Crawfordsville, IN 47933

# Introduction Ordinance 2025-2 Re-Establishing the Cumulative Bridge Fund

Thursday, January 23, 2025 9:55 AM

# **Montgomery County Board of Commissioners**

## **Ordinance 2025-2**

### **An Ordinance Re-Establishing the Cumulative Bridge Fund**

Whereas, the Montgomery County Board of Commissioners has expressed a desire to re-establish and maintain a Cumulative Bridge Fund (“Cum Bridge Fund”), as provided for in Indiana Code §8-16-3, and impose a tax levy on all real and personal property in Montgomery County, under Indiana Code §6-1.1-41, to provide money for the construction, repair, maintenance and inspection of bridges in Montgomery County; and

Whereas, the tax rate for 2025 for the Cumulative Bridge Fund is \$0.055 per \$100 of assessed valuation, and the maximum property tax rate for the Fund per Indiana Code §8-16-3 is \$0.10 per \$100 of assessed valuation; and

Whereas, the Commissioners provided to the affected taxpayers of Montgomery County notice of this proposed ordinance and of the public hearing, as required by Indiana Code §5-3-1, by publishing on January 29, 2025 and February 5, 2025 notice of the public hearing in the *Journal Review* and *The Paper of Montgomery County*, two newspapers of general circulation in Montgomery County, Indiana; and

Whereas, the Commissioners conducted a public hearing on the proposed ordinance on February 10, 2025 at which time no taxpayers testified

regarding the re-establishment of the Cumulative Bridge Fund and the proposed increase in the tax rate of such Fund; and

Whereas, the Commissioners introduced this ordinance on January 27, 2025; and

Whereas, the Indiana Department of Local Government Finance may, under Indiana law, adjust the County's maximum tax rate for the Cumulative Bridge Fund based on trending and reassessment of taxable property located in the County, and the proposed tax increase is subject to approval by the Department; and

Whereas, the Commissioners have a purpose for which the funds can be spent, specifically the construction, repair, maintenance and inspection of bridges, and desire to reestablish the tax rate of the Cumulative Bridge Fund at the proposed rate of \$0.075 per \$100 assessed valuation; and

Whereas, the Commissioners find that the Cumulative Bridge Fund should be re-established and that the tax rate for the Cumulative Bridge Fund should be \$0.075 per \$100 assessed valuation.

It is therefore ordained that the Montgomery County Board of Commissioners enact:

Section 1. Cumulative Bridge Fund Re-Establishment. The Montgomery County Board of Commissioners hereby re-establishes the Cumulative Bridge Fund pursuant to Indiana Code §6-1.1-41, to be used for the purposes allowed and set forth in Indiana Code §8-16-3, including the construction, repair, maintenance and inspection of bridges, and now establish the rate to be \$0.075 per \$100 assessed valuation on all taxable real property and personal property in Montgomery County, Indiana.

Section 2. Tax Rate. The County Board of Commissioners now levies a tax on all real and personal property in Montgomery County to provide funds to the Cumulative Bridge Fund. The property tax will not exceed \$0.075 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2025, due and payable in 2026.

Section 3. DLGF Approval. The County Board of Commissioners directs the County Auditor to submit, to the Indiana Department of Local Government Finance, all proofs of publication of the notices to taxpayers and the Commissioner's public hearing held on February 10, 2025 and a certified copy of this ordinance, as provided by Indiana Code § 6-1.1-41-4, as the County's proposal for re-establishing the Cumulative Bridge Fund and imposing a tax levy by the County to be approved by the Department of Local Government Finance. This proposal must be submitted to the Indiana Department of Local Government Finance before May 31, 2025, in accordance with Indiana Code § 6-1.1-41-5. This ordinance is subject to the approval of the Indiana Department of Local Government Finance.

Section 4. Publication of Notice of Adoption. The Auditor shall publish notice of adoption of this ordinance within thirty (30) days of the adoption of this ordinance.

Section 5. Advertisement. The Auditor shall annually advertise this tax levy in the same manner as other tax levies are advertised.

Section 5. Repeal of Conflicting Ordinances. The provisions of all other County ordinances in conflict with the provisions hereof, if any, are of no further force or effect and are hereby repealed.

Section 6. Duration and Effective Date. The provisions of this Ordinance shall become effective immediately and remain in full force and effect until repealed by ordinance.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

Montgomery County, Indiana  
Board of Commissioners

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Dan Guard, President

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James D. Fulwider, Vice President

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Jake Bohlander, Member

Attest:

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Mindy Byers, Auditor

# Intro Ordinance 2025-3 Establishing FFY 2025 Indiana Department of Homeland Hazardous Materials Emergency Preparedness Grant Fund

Thursday, January 23, 2025 12:01 PM

# Montgomery County Board of Commissioners

## Ordinance 2025-3

### AN ORDINANCE ESTABLISHING THE INDIANA DEPARTMENT OF HOMELAND SECURITY FFY 2025 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT FUND

**Whereas**, Emergency Management Agency Director Jessica Burget has advised the Board of Commissioners that her Agency has received a grant from the Indiana Department of Homeland Security for a Federal Fiscal Year 2025 Hazardous Materials Emergency Preparedness Grant in the amount of \$16,300; and

Whereas, there is a need to create a new fund, the FFY 2025 Indiana Department of Homeland Security Hazardous Materials Emergency Preparedness Grant Fund, into which these grant monies will be deposited and from which the grant monies will be used in a form and manner which is consistent with the grant award; and

Whereas, this fund will be a non-reverting fund, and any funds not expended must be refunded to the Indiana Department of Homeland Security; and

Whereas, the Board finds that this new fund should be created in order to comply with the grant awards and provide for a means to account for the use of the grant funds.

**Therefore, it is ordained** that a new section, Section 35.\_\_\_\_ of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

**“§ 35.\_\_\_\_ FFY 2025 INDIANA DEPARTMENT OF HOMELAND SECURITY HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT FUND**

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the FFY 2025 Indiana Homeland Security Hazardous Materials Emergency Preparedness Grant Fund. The fund shall consist of monies received from the Indiana Department of Homeland Security under certain grant awards to Montgomery County Emergency Management Agency.

(B) *Use of Funds.* Monies deposited into this fund may be used only for the Hazmat Tech Course & TTX Project in a form and manner consistent with the grant award.

(1) *Non-Reverting Fund.* This is a Non-Reverting Fund. Any money remaining in the fund at the end of the year does not revert to any other fund, but continues the fund. Furthermore, any grant funds which are not expended must be refunded to the Indiana Department of Homeland Security.”

**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 February, 2025.

**MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS:**

\_\_\_\_\_  
Dan Guard, President

\_\_\_\_\_  
Jim Fulwider, Vice President

\_\_\_\_\_  
Jake Bohlander, Member

Attest:

\_\_\_\_\_  
Mindy Byers, Auditor

# 2025 HMEP Tech Course & TTX Award Letter

Thursday, January 23, 2025 12:50 PM



INDIANA DEPARTMENT OF  
**HOMELAND  
SECURITY**

## **HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS PROGRAM GRANT AWARD LETTER**

**Date of Award:** Oct. 10, 2024

**Subrecipient name:** Montgomery County EMA

**Contact:** Jessica Burget

**Project Title:** Hazmat Tech Course & TTX

**Document ID:** HMEP-2025-Hazmat Tech Course & TTX-00065

**Total Grant Award Amount:** \$16,300.00

**Grant Type:** FFY 2025 Hazardous Materials Emergency Preparedness Grant, ALN # 20.703

**Federal Award Number:** 693JK32240055HMEP

**Period of Performance:** October 1, 2024 – September 30, 2025

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The Indiana Department of Homeland Security (IDHS) is pleased to inform you that your application for Federal Fiscal Year 2025 (FFY 25) Hazardous Materials Emergency Preparedness (HMEP) grant funds has been approved in the amount shown above.

Please carefully review this award letter, as it contains important information regarding your grant award, including certain steps that each subrecipient must complete to properly process your sub-grant agreement and administer your funds. If you have any questions regarding the steps listed below, please submit a support ticket to the IDHS Grants Management staff via: <http://dhs.in.gov/grants.htm>.

### **STEP 1: ACCEPT THE AWARD LETTER**

1. Log into IntelliGrants and go to the "My Applications" tab.
2. From the "Applications/Grant Type" dropdown, choose the appropriate IDHS grant application then click search.
3. Click on the name of your application.
4. Scroll down to the award letter (towards the bottom of the forms menu) and click on it.
  - a. The award letter page will have an error message at the top. Once you complete the following steps the error message will be cleared.
5. Click on the hyperlink under the browse button to open and review your award letter.
6. Select the check box next to "I agree to the terms of the award letter."
7. Click "Save" at the top of the page. The name, title and date fields will automatically fill in once you select the check box and save.
8. Click the "Status Change" and select "Grant Agreement Initiated."

Indiana Department of Homeland Security  
302 W. Washington St. Rm. E208 • Indianapolis, IN 46204 • 317-232-2222 • [dhs.in.gov](http://dhs.in.gov)

## STEP 2: REVISE PROJECT BUDGET TO REFLECT THE AWARD AMOUNT

Your budget must reflect the amount shown above. If the above amount is not the same as the amount for which you originally applied, you must log in to IntelliGrants and revise your budget to reflect this change.

**No changes needed**

## STEP 3: SIGN THE SUB-GRANT AGREEMENT

This sub-grant award is being made subject to general and special terms and conditions, which will be set out in the sub-grant agreement and are also included as State of Indiana Terms and Conditions and Federal Terms and Conditions. **Your sub-grant agreement MUST be signed through the state of Indiana's Supplier Contract Management system (SCM) within five (5) business days of receipt of the notification email that your agreement is ready for eSignature in DocuSign.**

The following link provides instructions for the DocuSign process for signing an agreement. DocuSign Process for Signing a State Contract: <https://www.in.gov/idoa/2977.htm>

## STEP 4: REGISTER WITH SAM

All subrecipients should be registered with the System for Awards Management (SAM), if they are not already, prior to submitting any requests for reimbursement. Registration can be completed through the following link: <https://sam.gov/content/home>.

## ADDITIONAL AWARD INFORMATION:

Grant funds must be obligated and the project completed (ordered, accepted delivery, installed equipment and full completion of performance of any service agreements or contracts) during the performance period of the sub-grant award, which is October 1, 2024, through September 30, 2025. Obligations incurred during the performance period must be paid within 30 days following the end of the performance period. If this sub-grant award is not closed out by the subrecipient within 30 days following the end of the performance period of the sub-grant award, all unexpended grant funds paid to the subrecipient must be returned to IDHS by **November 15, 2025**. However, if you determine you will be unable to expend all funds by the end of the grant period, it is imperative the funds are returned to IDHS as soon as possible.

- **Special Condition:** All equipment may only be used for HMEP-funded activities in order for the equipment to be allowable and compliant. Equipment may not be used for daily operations. Equipment used for daily operations will be considered noncompliant and unallowable and must be returned into the possession of the Indiana Department of Homeland Security.

## **PAYMENT OF GRANT FUNDS**

Subrecipients will not receive a disbursement of funds for any project expenditures until the sub-grant agreement is fully executed in SCM. Grant funds will be disbursed to subrecipients (according to the approved project budget) once IDHS receives the invoice/receipt indicating the project deliverable has been completed and the proof of payment for that invoice/receipt via IntelliGrants. Proof of payment must take the form of either a cancelled check or an auditor or treasurer report. All funds will be paid in arrears after the submission of required documentation.

## **PROCUREMENT AND RECORDS**

The subrecipient shall comply with all state, local and federal procurement standards, including those set out in 2 CFR 200, Subpart D, 2 CFR 200.318 through 200.326. Subrecipients are required to maintain and retain the following:

1. Backup documentation, such as bids and quotes.
2. Cost/price analyses on file for review by federal personnel, if applicable.
3. Other documents required by federal regulations applicable at the time a grant is awarded.

Subrecipients who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

## **REPORTING**

Program reports are a requirement of the HMEP program and should be submitted in a timely fashion. Incomplete, incorrect or late reports could impact a subrecipient's ability to receive future grant funding with IDHS. A program report will not be available to initiate until there is a fully executed agreement.

## **HSEEP COMPLIANCE**

HSEEP compliance is required for exercises being used to fulfill grant requirements.

## **PROGRAM REPORTS**

Program reports must be started, completed, submitted by the subrecipient and approved by IDHS before a fiscal report can be started. Program reports are a way of tracking progress in accomplishing milestones, goals, objectives and outcomes and assist IDHS in determining whether a program is meeting the goals and objectives set forth in the grant application. IDHS uses the data collected on a quarterly basis to determine the success of the programs funded for that grant cycle. IDHS will also submit data to state agencies at the end of each grant award cycle or the termination of a subrecipient's project, whichever occurs first. This data will be used for program activity reports to FEMA, and any other entities deemed appropriate. IDHS asks you keep accurate time and activity reports for all grant funded or partially funded positions.

Reporting Period	Report Due Date
October 1 – December 31, 2024	January 15, 2025
January 1 – March 31, 2025	April 15, 2025
April 1 – June 30, 2025	July 15, 2025
July 1 – September 30, 2025	October 15, 2025

## FISCAL REPORTS

Fiscal reports inform IDHS the rate at which funds are being spent. Deviations from the approved budget may indicate the need for a budget revision, an extension of the project period or identify potential problems. A fiscal report must be submitted in IntelliGrants every quarter for which the grant is active, even if no funds were spent and/or drawn down.

Reporting Period	Report Due Date
October 1 – December 31, 2024	January 30, 2025
January 1 – March 31, 2025	April 30, 2025
April 1 – June 30, 2025	July 30, 2025
July 1 – September 30, 2025	October 30, 2025

## GRANT ADJUSTMENT NOTICES

All grant adjustment notices (GANs) must be submitted in IntelliGrants at least 30 days prior to the project's end date to ensure IDHS's consideration of the request. GANs will not be considered or approved if they are received by IDHS after the grant end date. GANs may be requested to move funds from one authorized category to another, but a new spending category may not be added that would change the original purpose of the grant.

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Pursuant to the terms and conditions outlined in this award letter, the Indiana Department of Homeland Security hereby obligates \$16,300.00 in FFY 2025 Hazardous Materials Emergency Preparedness to the subrecipient, Montgomery County EMA in accordance with the FY 2025 Hazardous Materials Emergency Preparedness Notice of Funding Opportunity. The subrecipient may begin expending these funds in accordance with the terms and conditions contained herein, the subrecipient's approved grant application and the subrecipient's updated budget.



Jonathan Whitham, Acting Executive Director  
Indiana Department of Homeland Security

# FY 2025 HMEP Tech Course & TTX Agreement

Thursday, January 23, 2025 12:51 PM

# Intro Ordinance 2025-4 Establishing the FFY 2024 Emergency Management Performance Grant Fund

Thursday, January 23, 2025 9:56 AM

# Montgomery County Board of Commissioners

## Ordinance 2025-4

### AN ORDINANCE ESTABLISHING THE FFY 2024 EMERGENCY MANGEMENT PERFORMANCE GRANT FUND

**Whereas**, Emergency Management Agency Director Jessica Burget has advised the Board of Commissioners that her Agency has received a grant from the Indiana Department of Homeland Security for a Federal Fiscal Year 2024 Emergency Management Performance Grant Fund in the amount of \$44,827.63; and

Whereas, there is a need to create a new fund, the FFY 2024 Emergency Management Performance Grant Fund, into which these grant monies will be deposited and from which the grant monies will be used in a form and manner which is consistent with the grant award; and

Whereas, this fund will be a non-reverting fund, and any funds not expended must be refunded to the Indiana Department of Homeland Security; and

Whereas, the Board finds that this new fund should be created in order to comply with the grant awards and provide for a means to account for the use of the grant funds.

**Therefore, it is ordained** that a new section, Section 35.\_\_\_\_ of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

**“§ 35.\_\_\_\_ FFY 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT FUND**

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the FFY 2024 Emergency Performance Grant Fund. The fund shall consist of monies received from the Indiana Department of Homeland Security under certain grant awards to Montgomery County Emergency Management Agency.
- (B) *Use of Funds.* Monies deposited into this fund may be used only for EMPG Salary Reimbursement in a form and manner consistent with the grant award.
- (1) *Non-Reverting Fund.* This is a Non-Reverting Fund. Any money remaining in the fund at the end of the year does not revert to any other fund, but continues the fund.

Furthermore, any grant funds which are not expended must be refunded to the Indiana Department of Homeland Security.”

**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 February, 2025.

**MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS:**

\_\_\_\_\_  
Dan Guard, President

\_\_\_\_\_  
Jim Fulwider, Vice President

\_\_\_\_\_  
Jake Bohlander, Member

Attest:

\_\_\_\_\_  
Mindy Byers, Auditor

# 2024 EMPG Salary Award Letter

Thursday, January 23, 2025 12:49 PM



INDIANA DEPARTMENT OF  
**HOMELAND  
SECURITY**

## EMERGENCY MANAGEMENT PERFORMANCE GRANT AWARD LETTER

### AWARD DETAILS

**Date of award:** Oct. 01, 2024

**Subrecipient name:** Montgomery County EMA

**Contact:** Jessica Burget

**UEI:** K73MRFRE2TH1

**Project Title:** EMPGSALARY-2024-2024 EMPG Salary Reimburseme-00009

**Grant award amount:** \$44,827.63

**Grant Type:** FFY 2024 Emergency Management Performance Grant, ALN # 97.042

**Award Number:** EMC-2024-EP-05006

**Period of Performance:** Oct. 01, 2024 – Sept. 30, 2025

The Indiana Department of Homeland Security (IDHS) is pleased to inform you that your application for Federal Fiscal Year 2024 (FFY 24) Emergency Management Performance Grant (EMPG) funds has been approved in the amount shown above.

Please carefully review this award letter as it contains important information regarding your grant award, including certain steps that each subrecipient must complete to properly process your sub-grant agreement and administer your funds. If you have any questions regarding the steps listed below, please submit a support ticket to the IDHS Grants Management staff via: <http://dhs.in.gov/grants.htm>.

### STEP 1: ACCEPT THE AWARD LETTER

1. Log into IntelliGrants and go to the "My Applications" tab.
2. From the "Applications/Grant Type" dropdown, choose the appropriate IDHS grant application and then click search.
3. Click on the name of your application.
4. Scroll down to the award letter (toward the bottom of the forms menu) and click on it.
  - a. The award letter page will have an error message at the top. Once you complete the following steps, the error message will be cleared.

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5. Click on the hyperlink under the browse button to open and review your award letter.
6. Select the check box next to "I agree to the terms of the award letter."
7. Click "Save" at the top of the page. The name, title and date fields will automatically fill in once you select the check box and save.
8. Click the "Status Change" and select "Grant Agreement Initiated."

## **STEP 2: REVISE PROJECT BUDGET TO REFLECT THE AWARD AMOUNT**

Your budget must reflect the amount shown above. If the above amount is not the same as the amount for which you originally applied, you must log in to IntelliGrants and revise your budget to reflect this change.

No changes are required.

## **STEP 3: SIGN THE SUB-GRANT AGREEMENT**

This grant award is being made subject to general and special terms and conditions, which will be set out in the sub-grant agreement and are also included as State of Indiana Terms and Conditions and Federal Terms and Conditions. Your grant agreement **MUST** be signed through the state of Indiana's Supplier Contract Management system (SCM) within five (5) business days of receipt of the notification email that your agreement is ready for eSignature in DocuSign.

The following link provides instructions for the DocuSign process for signing an agreement:

DocuSign Process for Signing a State Agreement: <https://www.in.gov/idoa/2977.htm>.

## **STEP 4: UNIQUE ENTITY IDENTIFIER (UEI)**

The Unique Entity Identifier (UEI) is a required field in the EMPG Salary application for funding. All subrecipients should be registered with the System for Awards Management (SAM), to have the UEI issued. If they are not already, subrecipients should obtain a UEI prior to submitting any requests for reimbursement. Registration can be completed through the following link: <https://www.sam.gov/SAM/>. The UEI must remain active throughout the entire grant period.

## **ADDITIONAL AWARD INFORMATION**

Grant funds must be obligated, and the project completed (ordered, accepted delivery, installed equipment and full completion of performance of any service agreements or contracts) during the performance period of the sub-grant award, which is Oct. 1, 2024, through Sept. 30, 2025. Obligations incurred during the performance period must be paid within 45 days following the end of the performance period. If this sub-grant award is not closed out by the subrecipient within 45 days following the end of the performance period of the sub-grant award, all unexpended grant funds paid to the subrecipient must be returned to IDHS by Nov. 15, 2025. However, if you determine you will be

unable to expend all funds by the end of the grant period, it is imperative the funds are returned to IDHS as soon as possible.

## **PAYMENT OF GRANT FUNDS**

Subrecipients will not receive reimbursement of funds for any project expenditures until the grant agreement is fully executed in SCM. Grant funds will be disbursed to subrecipients (according to the approved project budget) once IDHS receives the invoice/receipt indicating the project deliverable has been completed and the proof of payment for that invoice/receipt via IntelliGrants. Proof of payment must take the form of either a cancelled check or an auditor or treasurer report. All funds will be paid in arrears after the submission of required documentation.

All previous (FFY23) EMPG Salary grants and requirements must be closed before initiating and requesting reimbursements for the FFY2024 EMPG Salary grant.

## **REPORTING**

Program and fiscal reports are a requirement of the EMPG program and should be submitted in a timely fashion. Incomplete, incorrect or late reports could impact a subrecipient's ability to receive future grant funding with IDHS.

## **SUPPORTING DOCUMENTATION REQUIREMENTS**

Per the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards through the Office of Management and Budget Guidance Code of Federal Regulations (2CFR Part 200), subrecipients are required to submit documentation showing that expenses:

- Occurred
- Are allowable
- Are reasonable

Subrecipients are also required to submit documentation demonstrating compliance with the EMPG training and exercise requirements.

## **SALARY EXPENDITURE DOCUMENTATION**

2 CFR 200.430(i) Standards for Documentation of Personnel Expenses, states that charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable and properly allocated. Subsequently, subrecipients are required to provide documentation demonstrating the payment of salary expenditures for the entire period of reimbursement (Jan. 1, 2024 – Dec. 31, 2024). Examples of acceptable forms of documentation to support salary expenditures include pay stubs, timesheets and job descriptions.

## Pay stubs

Subrecipients are required to upload the pay stubs for every employee the requested reimbursement will support for the entire period of reimbursement (Jan. 1, 2024 – Dec. 31, 2024). The pay stub must show:

- Name of the employee
- Gross wages earned
- Total hours worked during the period
- Hourly rate of pay
- Pay period begin and end dates
- Pay date
- All deductions for taxes/benefits/etc.

## Timesheets

Subrecipients are required to upload the timesheets for every employee the requested reimbursement will support for the entire period of reimbursement (Jan. 1, 2024 – Dec. 31, 2024). The timesheet format can vary, but must include the following:

- Daily work activity (i.e. 8 hours or 9 a.m. - 5 p.m.)
- Signed by the employee
- Signed by the approving official who has firsthand knowledge of the work performed

Subrecipients utilizing an electronic timekeeping system must require the employee and approving official (i.e. supervisor who has firsthand knowledge of the work performed) to prove their identification typically achieved through user ID/password mechanisms. Subrecipients utilizing an electronic timekeeping system are required to submit a copy of the instructions from the timekeeping system manual that outlines the requirements for an individual identification method. Subrecipients should upload the electronic timekeeping system manual instructions on the Fiscal Report within IntelliGrants.

## FRINGE BENEFIT DOCUMENTATION

According to 2 CFR 200.431, fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions and unemployment benefit plans. Subrecipients are required to provide documentation demonstrating the payment of fringe benefit expenditures. Examples of acceptable forms of documentation to support fringe benefit expenditures include a county auditor's year-end report that illustrates the total cost of fringe benefits. Please note that no portion of the report can be handwritten. County auditor's year-end report format can vary, but must be on official letterhead, and include the following:

- Name of employee
- Total cost of expenditures
- Signature of county auditor

**For FFY24, reporting before reimbursement will be authorized. Subrecipients are required to complete the following reports in the order below:**

1. Compliance documents need to be submitted and approved before the program report can be initiated in the compliance report after the grant agreement has been fully executed. This includes one HSEEP exercise, confirmation of completion of the 2024 NIMS/CPG 101 Survey and the EMPG training requirements.
2. **County EMAs need to upload their approved FY25 county budget during the first quarter in the first quarter program report.**
3. Counties should submit one (1) final program report and one (1) final fiscal report when the grant agreement is fully executed. The final fiscal report should include the supporting documentation for salary and fringe benefit expenditures.

**Below is a summary of what will be required for EMPG salary reimbursement:**

- Salary expenditures
- Fringe benefit expenditures
- EMPG training requirements
- One (1) HSEEP compliant exercise
- Approved timesheets for the calendar year
- Approved 2025 county budget of EMA salaries
- Confirmation of completion of the 2024 NIMS/CPG 101 Survey

Subrecipients unable to produce the required compliance and supporting documentation (after Jan. 1, 2024) will not be eligible to receive EMPG funding for salary expenditures.

## **EMPG COMPLIANCE DOCUMENTS**

EMPG-funded personnel are required annually to participate in one (1) Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise along with the training requirement including the successful completion of the following courses:

- National Incident Management System Training: IS 100
- National Incident Management System Training: IS 200
- National Incident Management System Training: IS 700
- National Incident Management System Training: IS 800
- FEMA Professional Development Series: IS 120
- FEMA Professional Development Series: IS 230
- FEMA Professional Development Series: IS 235
- FEMA Professional Development Series: IS 240
- FEMA Professional Development Series: IS 241
- FEMA Professional Development Series: IS 242
- FEMA Professional Development Series: IS 244

Note: Once the training requirements are complete, for each position, please save the training certificates in a grant file for when the yearly compliance module opens. The Compliance Monitoring Report opens after the grant agreement has been fully executed. These documents will need to be

uploaded in the compliance module before a program and fiscal report can be initiated. **New county employees, who hold an eligible position for reimbursement, will need to complete NIMS, the Professional Development Series and HSEEP by the end of the calendar year. If unsure, consult with your IDHS grant manager. IDHS recognizes that EMA requirements for training and exercise are position specific and not person specific, so please keep a record with the training and exercise documents of all positions in case of staff turnaround.**

**Before reimbursement will be authorized (i.e. after Jan. 1, 2025),** subrecipients are required to upload the supporting documentation via IntelliGrants Compliance Monitoring Report.

IDHS does offer a new EMA orientation presentation that includes what is required for grants for EMA salary reimbursement along with other pertinent information.

## PROGRAM REPORTS

A program report must be initiated, completed and submitted by the subrecipient and approved by IDHS before a fiscal report can be started. If an agency did not have changes to reimbursed positions, it is the goal to have one (1) Q1 Program Report. Program reports are a way of tracking progress in accomplishing milestones, goals, objectives and outcomes and assist IDHS in determining whether a program is meeting the goals and objectives set forth in the grant application. IDHS uses the data collected on a quarterly basis to determine the success of the programs funded for that grant cycle. IDHS will also submit data to state agencies at the end of each grant award cycle or the termination of a subrecipient's project, whichever occurs first. This data will be used for program activity reports to FEMA, and any other entities deemed appropriate. IDHS asks you to keep accurate time and activity reports for all grant funded or partially funded positions.

Reporting Period	Report Due Date
Jan. 1 – March 30	April 15
April 1 – June 30	July 15
July 1 – Sept. 30	Oct. 15

## FISCAL REPORTS

Fiscal reports inform IDHS the rate at which funds are being spent. Deviations from the approved budget may indicate the need for a budget revision, an extension of the project period or identify potential problems. A fiscal report must be submitted in IntelliGrants every quarter for which the grant is active, even if no funds were spent and/or drawn down.

Reporting Period	Report Due Date
Jan. 1 – March 30	April 30
April 1 – June 30	July 30
July 1 – Sept. 30	Oct. 30

## GRANT ADJUSTMENT NOTICES

All grant adjustment notices (GANs) must be submitted in IntelliGrants at least 30 days prior to the project's end date to ensure IDHS's consideration of the request. GANs will not be considered or approved if they are received by IDHS after the grant end date. GANs may be requested to move funds from one authorized category to another, but a new spending category may not be added that would change the original purpose of the grant.

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Pursuant to the terms and conditions outlined in this award letter, the Indiana Department of Homeland Security hereby obligates \$44,827.63 in FFY 2024 Emergency Management Performance Grant funds to the subrecipient, Montgomery County EMA, in accordance with the FFY 2024 Emergency Management Performance Grant Notice of Funding Opportunity. The subrecipient may begin expending these funds in accordance with the terms and conditions contained herein, the subrecipient's approved grant application and the subrecipient's updated budget.

A handwritten signature in black ink, appearing to read 'J. Whitham', with a large, stylized initial 'J' and a long horizontal stroke extending to the right.

Jonathan Whitham, Acting Executive Director  
Indiana Department of Homeland Security

# Printout

Thursday, January 23, 2025 12:52 PM

**SUBRECIPIENT GRANT AGREEMENT  
FY 2025 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT  
PROGRAM  
Contract #000000000000000000089443**

This Grant Agreement (the "Grant Agreement"), entered into by and between the **Indiana Department of Homeland Security** (the "State") and MONTGOMERY COUNTY (the "Subrecipient"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a subgrant to the Subrecipient from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, Fiscal Year 2025 Hazardous Material Emergency Preparedness Grant Program ("FFY 25 HMEP"), authorized under Federal Hazardous Materials Transportation Law 49 USC 5116 *et seq.* for eligible costs of the services or project (the "Project") described in the Subrecipient's grant application, narrative, and budget which are all on file in the State's online grants management system, identified uniquely and which are incorporated fully herein.

The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Subrecipient pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

**SPECIAL CONDITIONS:** None

**FUNDING SOURCE: FEDERAL FUNDS**

Program Name per Assistance Listing Number (ALN):  
Hazardous Materials Emergency Preparedness Grant Program  
ALN #: 20.703  
Fiscal Year: 2025  
Federal-State Award #: 693JK32240055HMEP  
Date Funds Were Awarded to the State: September 13, 2024

**2. Term.** This Grant Agreement commences on October 1, 2024 and shall remain in effect through September 30, 2025 (referred to as the "Expiration Date" or "Obligation Deadline").

**3. Amount of Subaward.**

- A. The State shall pass through federal funds and make a sub-award to the Subrecipient in the amount not to exceed \$16,300.00.

The subaward and local match are as follows:

HMEP Subaward	\$16,300.00
Local Match (20%)	\$0.00 – The State met the match requirement separately*

- B. \*As required by 2 CFR 200.306 a local match is required to receive and expend federal HMEP funds. The State provided the local match amount (at the rate of 20% of the total award received) on behalf of the Subrecipient. The Subrecipient is not required to fund the match requirement.
- C. The Subrecipient shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant



Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

- D. The disbursement of Grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

#### 4. Representations and Warranties of the Subrecipient.

- A. The Subrecipient expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Subrecipient expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
- C. The Subrecipient certifies by entering into this Grant Agreement that it currently has obtained a Unique Entity Identifier from the Federal System for Awards Management (SAM) unless the Subrecipient is exempted under 2 CFR § 25.110.

#### 5. Implementation of and Reporting on the Project.

- A. The Subrecipient shall implement and complete the Project in accordance with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Subrecipient shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the State. When applicable, the State shall submit those reports to the Department of Transportation, Pipeline and Hazardous Materials Safety Administration.
- C. The Subrecipient shall complete the Project. "Project Completion" includes, but is not limited to, ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts, by the Obligation Deadline.
- D. In the event the Subrecipient wants to adjust, modify, or otherwise alter the Subrecipient's Project (including project narrative and/or budget) then the Subrecipient must first request approval from the State for such changes. **Requests must be submitted as a Grant Adjustment Notice (GAN) to the State through the State's online grants management system or another manner as designated by the State. The Subrecipient shall not proceed to make any purchases that are outside the scope of their Project without first receiving approval of the GAN request. Approval shall be determined by the State's sole discretion.** Any purchases made by the Subrecipient that are not authorized by the US DOT allowability guidelines, the Subrecipient's Project, or the State, will not be reimbursed under this grant. If the Subrecipient incurs a financial obligation prior to approval of the State, then the Subrecipient will be required to reimburse the State for the amount of funds that were not approved.

#### 6. Grant Funding.



- A. The Subrecipient shall not spend more than the amount for each line item in the Project budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Subrecipient shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**7. Requirements Applicable to Property/Equipment Purchased Using Grant Funds.** For all tangible, nonexpendable, personal property having a useful life of more than one year and a per unit cost of more than \$500 acquired in whole or in part with funds provided under this Grant Agreement, the Subrecipient must comply with the following requirements for a period of three (3) years beginning on the acquisition date:

- A. Maintain records that include the following:
  - (1) A description of the property;
  - (2) Manufacturer's model number;
  - (3) Manufacturer's serial number or other identification number;
  - (4) Vendor or other source of the property;
  - (5) Identification of the title holder of the property;
  - (6) Acquisition date;
  - (7) State Contract number of the agreement which provided the funding;
  - (8) Cost of the property;
  - (9) Physical location of the property;
  - (10) If the property was assigned to an individual, the name and title of the individual to whom the property was assigned;
  - (11) Use of the property;
  - (12) Condition of the property; and
  - (13) The ultimate disposition of the property, including the date of disposal how and to what entity property was disposed, and sale price of the property.
- B. Conducting a Physical Equipment Inventory. At least once every year, the Subrecipient shall take a physical inventory of the property and the result reconciled with the property records. Any differences between quantities determined by the physical inspection and those in the accounting records shall be investigated to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, current location, and continued need for the property. The Subrecipient shall maintain this inventory information.
- C. Implementing Safeguards to Prevent Loss, Damage or Theft of Equipment. A control system shall be developed and implemented to ensure adequate safeguards to prevent loss, damage, or theft of the property. The Subrecipient must submit a description of its control system either in its Grant Application or when otherwise requested by the State. Any loss, damage, or theft shall be investigated and fully documented and made a part of the official project records. A copy of such documentation shall be promptly submitted to the State.
- D. Adequate maintenance procedures shall be developed and implemented to keep the property in good condition.
- E. The Subrecipient shall not dispose of any property acquired in whole or in part with funds provided under this Grant Agreement, except in accordance with any applicable state and local laws, rules and regulations.
- F. The Subrecipient agrees to the following:
  - (1) The equipment and any required support personnel shall be made available to the State of



- Indiana if requested for training purposes or as part of a state incident response.
- (2) The property shall be made available to other jurisdictions within the Homeland Security District as a district asset. The use of the property shall be addressed through existing inter-jurisdictional mutual aid, district mutual aid or equipment-specific use agreements.
  - (3) Personal use of the equipment is not permitted.
  - (4) The Subrecipient shall, when practicable, mark any and all equipment purchased with this award with the following text: "Purchased with funds provided by the U.S. Department of Transportation".
- G. If a Subrecipient fails to comply with any part of this provision the Subrecipient may be required to repay to the State some or all of the funds provided to the Subrecipient under this Grant Agreement for the purchase of the property. In addition, such a failure to comply may jeopardize the Subrecipient's ability to obtain future grants from the State.
- H. These requirements are on-going and survive the expiration or termination of this Grant Agreement and will remain in effect until the property is disposed of in accordance with this Grant Agreement.

#### **8. Payment of Claims.**

- A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subrecipient in writing unless a specific waiver has been obtained from the Indiana State Comptroller.
- B. Requests for payment will be processed only upon presentation of a claim voucher or request for reimbursement of an expenditure in the form designated by the State. Such expenditure reimbursement request must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items. An expenditure reimbursement request submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
- C. The State may require evidence furnished by the Subrecipient that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant Agreement. All payments are subject to the State's determination that the Subrecipient's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within fifteen (15) calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than twenty (20) calendar days following the end of the quarter in which the services were provided.
- E. All final claims and reports must be submitted to the State within thirty (30) calendar days after the expiration or termination of this Grant Agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis between and in addition to each quarterly report. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- F. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Subrecipient and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.



- G. Reimbursement of any expenditure is not a final State decision about whether the expenditure comports with allowability guidelines and such reimbursement by the State is not a waiver of any violation by the Subrecipient of the terms of this Grant Agreement. Allowability of an expenditure is determined by the governing state and federal statutes, laws, and guidance associated with this Grant.
- H. If the State discovers or determines that the Subrecipient is or was not eligible to receive any or all of the funds for which reimbursement is or was requested, the State will notify the Subrecipient in writing and state the reasons for such determination. The Subrecipient shall return any such excess amounts to the State within thirty (30) days after the Subrecipient receives written notice of this determination. If payment within thirty (30) days would cause the Subrecipient undue financial hardship, then the Subrecipient must notify the State in writing and submit a proposed repayment schedule. The State may accept, reject, or modify the proposed repayment schedule.
- I. Notwithstanding any other provision of this Grant Agreement, the State may elect to not pay the Subrecipient the final ten percent (10%) of the agreement amount until the State has verified that the Project has been completed in accordance with this Grant Agreement.

**9. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Subrecipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the Grant Application and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each budget line item as set forth in the Subrecipient's Grant Application and that unpaid costs have been properly accrued;
- C. that the Subrecipient is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**10. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

- A. The Subrecipient shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. The Subrecipient is considered a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. The Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements). The administrative and audit requirements and cost principles under 2 C.F.R. § 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 C.F.R. § 3002 are applicable to this Grant Agreement. **The Subrecipient must notify the State if the Subrecipient expends \$750,000 or more of federal funds within one fiscal year, which will indicate that the Subrecipient must undergo a single-audit for that fiscal year** in compliance with the applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements) and the Subrecipient shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*



- C. If the Subrecipient is a non-governmental unit, the Subrecipient shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit D** (Guidelines for Non-governmental Entities).

#### 11. Compliance with Laws.

- A. The Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subrecipient to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Subrecipient and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Subrecipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Subrecipient shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Subrecipient is not familiar with these ethical requirements, the Subrecipient should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Subrecipient or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Subrecipient. In addition, the Subrecipient may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Subrecipient certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subrecipient agrees that any payments currently due to the State may be withheld from payments due to the Subrecipient. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Subrecipient is current in its payments and has submitted proof of such payment to the State.
- D. The Subrecipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subrecipient agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subrecipient's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subrecipient, the Subrecipient may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Subrecipient warrants that the Subrecipient and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.



- F. The Subrecipient affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
- (1) The Subrecipient and any principals of the Subrecipient certify that:
    - (A) the Subrecipient, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC § 24-5-12 [Telephone Solicitations]; or
      - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
    - (B) the Subrecipient will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.
  - (2) The Subrecipient and any principals of the Subrecipient certify that an affiliate or principal of the Subrecipient and any agent acting on behalf of the Subrecipient or on behalf of an affiliate or principal of the Subrecipient, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

**12. Debarment and Suspension.**

- A. The Subrecipient certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State.
- B. The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**13. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subrecipient hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Subrecipient will give written notice to the State within ten (10) days after receiving actual notice that the Subrecipient, or an employee of the Subrecipient in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

The total amount set forth in this Grant Agreement is not in excess of \$25,000.00, therefore, additional certifications related to this paragraph do not apply.

**14. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Subrecipient hereby swears or affirms under the penalties of perjury that:

- A. The Subrecipient has enrolled and is participating in the E-Verify program;
- B. The Subrecipient has provided documentation to the State that it has enrolled and is participating in the E-Verify program;



- C. The Subrecipient does not knowingly employ an unauthorized alien;
- D. The Subrecipient shall require its contractors who perform work under this Grant Agreement to certify to the Subrecipient that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Subrecipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Subrecipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**15. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**16. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**17. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

**18. Insurance.** The Subrecipient shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**19. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Subrecipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Subrecipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Subrecipient understands that the State is a recipient of federal funds, and therefore, where applicable, the Subrecipient and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**20. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:

Grants Management Director  
attn.: HMEP Coordinator  
Indiana Department of Homeland Security



302 West Washington Street, Room E208  
Indianapolis, Indiana 46204  
E-mail: [grants@dhs.in.gov](mailto:grants@dhs.in.gov)  
Subject line should identify the grant program, year, and Subrecipient's name

B. Notices to the Subrecipient shall be sent to:

Jessica Burget  
1201 Elmore Street  
Crawfordsville, Indiana 47933  
E-mail: [jessica.burget@montgomerycounty.in.gov](mailto:jessica.burget@montgomerycounty.in.gov)

As required by IC § 4-13-2-14.8, payments to the Subrecipient shall be made via electronic funds transfer in accordance with instructions filed by the Subrecipient with the Indiana State Comptroller.

**21. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 26, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant, and (5) the Grant Application. All of the foregoing are incorporated fully herein by reference.

**22. Public Record.** The Subrecipient acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**23. Termination for Breach.**

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subrecipient's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Subrecipient explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**24. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Subrecipient of a Termination Notice, specifying the extent to which such termination becomes effective. The Subrecipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subrecipient exceed the original grant.

**25. Travel.** No expenses for travel will be reimbursed unless specifically authorized by the approved Project.

**26. Federal and State Third-Party Contract Provisions.** This grant involves the payment of federal funds. The Subrecipient shall abide by the federal terms and conditions set forth in Exhibit A. If applicable, the Subrecipient shall require its contractors to comply with the federal provisions attached as Exhibits B and C. Exhibits A, B, and C are incorporated fully herein.

**27. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.** The State acknowledges and agrees that because of the unique nature of State



Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**28. Remedies Not Impaired.** No delay or omission of the State in exercising any right or remedy available under this Grant Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

**29. Severability.** The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.

**30. Survival.** Any expiration or termination of this Grant Agreement shall not affect the ongoing provisions of this Grant Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Grant Agreement that will survive the expiration or termination in accordance with their terms.

**31. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *most current State of Indiana SCM Template*) in any way except as follows:

- A. Paragraph 1, Purpose of this Grant Agreement; Funding Source, has been modified.
- B. Paragraph 2, Term, has been modified.
- C. Paragraph 3, Amount of Subaward, has been added.
- D. Paragraph 4, Representations and Warranties of the Subrecipient, has been modified.
- E. Paragraph 5, Implementation of and Reporting on the Project, has been modified.
- F. Paragraph 6, Grant Funding, has been modified.
- G. Paragraph 7, Requirements Applicable to Property/Equipment Purchased Using Grant Funds, has been added.
- H. Paragraph 8, Payment of Claims, has been modified.
- I. Paragraph 9, Project Monitoring by the State, has been modified.
- J. Paragraph 10, Compliance with Audit and Reporting Requirements; Maintenance of Records, has been modified.
- K. Paragraph 12, Debarment and Suspension, has been modified.
- L. Paragraph 13, Drug-Free Workplace, has been modified.
- M. Paragraph 21, Order of Precedence; Incorporation by Reference, has been modified.
- N. Paragraph 25, Travel, has been modified.
- O. Paragraph 26, Federal and State Third-Party Contract Provisions, has been modified.
- P. Paragraph 28, Remedies Not Impaired, has been added.
- Q. Paragraph 29, Severability, has been added.
- R. Paragraph 30, Survival, has been added.

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### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subrecipient, or that the undersigned is the properly authorized representative, agent, member or officer of the Subrecipient. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subrecipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant Agreement, the Subrecipient attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

### Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing the State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

<https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Subrecipient and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

MONTGOMERY COUNTY

By:   
66413DD56FA34DE...

Title: Director

Date: 11/19/2024 | 10:42 EST

Indiana Department of Homeland Security

By:   
CC18D204A2AA4D3...

Title: General Counsel

Date: 11/19/2024 | 13:53 EST

Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holwerda, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Joseph M. Habig, Acting State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Theodore E Rokita, Attorney General



## EXHIBIT A – Federal Terms and Conditions

The Subrecipient agrees to comply with all of the following federal requirements as listed below.

1. **Federal Regulations.** The Subrecipient shall comply with the administrative and audit requirements and cost principles under 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted at 2 CFR 1201.1 and incorporated by reference to this Grant Agreement. Some federal regulatory requirements are as follows:

- A. **Federal Procurement and Contracting Requirements.** [2 CFR 200, Subpart D, 2 CFR 200.318 through 200.327].

- i. **Procurement:** In addition to complying with all applicable documented Subrecipient procurement requirements which reflect applicable Indiana and local laws and regulations, the Subrecipient shall comply with the federal Procurement Standards established under 2 CFR 200, Subpart D, 2 CFR 200.318 through 200.327.
- ii. **Contracting:** As required by 2 CFR 200.327, in addition to all other provisions required by U.S. Department of Transportation and the State, all contracts (a legal instrument used to purchase property or services needed to carry out the Project) made by the Subrecipient using funds provided under this Grant Agreement must comply with Appendix II of Part 200 "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."
- iii. **Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas.**
  - a) It is the US DOT's policy to award a fair share of contracts to small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. The US DOT is strongly committed to the objectives of this policy and encourages all Subrecipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
  - b) Subrecipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible. The Subrecipient shall include this award term in all subawards.
  - c) Affirmative steps include:
    - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
    - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
    - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone;
    - iv) Establishing delivery schedules, when economically feasible, into small tasks or



quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone; and

- v) Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

**B. Conflicts of Interest. [2 CFR 200.318].**

As required by 2 CFR 200.318(c)(1), the Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

**C. Mandatory Disclosures. [2 CFR 200.113 and 2 CFR 1201.112].**

As required by 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to the State all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting or related to this subaward. Failure to make required disclosures can result in any of the remedies described in § 200.339 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

In addition, the Subrecipient must, in writing, disclose to the State, within five days, any real or potential conflict of interest as defined by the Federal, state, or local statutes or regulations or the Subrecipient's own existing policies that may arise during the administration of the federal award.

**2. Federal Award Requirements.**

**A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).**

The Subrecipient must comply with these requirements including the cost principles which may apply to the Subrecipient, and the audit requirements the Subrecipient must follow. A Subrecipient who expends \$1,000,000 or more of federal funds, in the Subrecipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award.

**B. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy.**

The Subrecipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Subrecipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450 – "Lobbying," within the Federally-supported project. The



Subrecipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Subrecipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this award.

**C. Nondiscrimination.**

The Subrecipient must comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subjected to discrimination under any program or activity receiving Federal financial assistance. The Subrecipient must comply with 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964."

49 CFR part 21 is incorporated by reference into this award.

**D. Notification of Change in Laws.**

The Subrecipient must immediately notify the State of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Subrecipient's ability to perform the program in accordance with the terms of this Grant Agreement. The Subrecipient must also immediately notify the State of any decision pertaining to the Subrecipient's conduct of litigation that may affect the US DOT or State interests.

**E. Government-wide Debarment and Suspension (Non-procurement).**

The Subrecipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov>. No sub-award may be issued to an entity or person identified in the "list of parties excluded from federal procurement or non-procurement programs."

The Subrecipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with subpart C of the OMB guidelines in 2 CFR part 180, as supplemented by 2 CFR part 1200.

2 CFR 1200 "Non-procurement Suspension and Debarment" is incorporated by reference into this award.

The Subrecipient must inform the State if the Subrecipient suspends or debars a contractor, a sub-awardee or subrecipient.

**F. Drug-Free Workplace.**

The Subrecipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988," which require the Subrecipient to take steps to provide a drug-free workplace. The Subrecipient must comply with 49 CFR 32, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)" which is incorporated by reference into this award.

**G. Financial Management and Internal Controls.**

The Subrecipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be



sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

In accordance with 2 CFR § 200.302 and 2 CFR§ 200.303 the Subrecipient's financial management system must provide for the following:

Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR § 200.328 and § 200.329.

Maintaining records that sufficiently identify the amount, source and expenditure of Federal funds for Federal awards. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

Effective control over, and accountability for, all funds, property, and assets. The Subrecipient must safeguard all assets and assure that they are used solely for authorized purposes. For more information see § 200.303 Internal controls.

Comparison of expenditures with budget amounts for each Federal award.

Written procedures to implement the requirements of § 200.305.

Written procedures for determining the allowability of costs in accordance with Subpart E and the terms and conditions of this Federal award.

#### **H. Copyrights.**

The Pipeline and Hazardous Materials Safety Administration reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, subaward, or contract under a grant or subaward; and
- b) Any rights of copyright to which the Subrecipient, a subrecipient or a contractor purchases ownership with grant support.

#### **I. Pipeline and Hazardous Materials Safety Administration Monitoring.**

The Pipeline and Hazardous Materials Safety Administration (PHMSA), through its staff or authorized representatives, may make site visits, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Subrecipient, the Subrecipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties.

PHMSA, through its authorized representatives, may request a desk audit, at reasonable times,



to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Subrecipient is required to provide, electronically or via postal service, all records requested by Subrecipient representatives. All desk audits and reviews will be performed in a manner to not unduly delay work activity under the award.

If PHMSA requires access to the records of a subrecipient or contractor under the grant, whether a part of a site visit or for another type of review, PHMSA will coordinate the request with the State.

All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Subrecipient, a subrecipient, or contractor.

**J. Reporting Fraud, Waste, or Abuse.**

The US DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General Hotline  
1200 New Jersey Avenue SE  
West Bldg. 7th Floor  
Washington, DC 20590  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

**K. Ban on Text Messaging While Driving.**

- a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"—

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" — means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

- b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, Subrecipients and their contractors are encouraged to:
- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
    - i) company-owned or rented vehicles or government-owned, leased or rented vehicles; or
    - ii) Privately-owned vehicles when on official Government business or when performing



any work for or on behalf of the Government.

- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
  - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- c) *Assistance Awards*. All Subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

**L. Rights in Technical Data.**

Rights to intangible property under this Grant Agreement are governed in accordance with 2 CFR 200.315 – "Intangible Property."

**M. Notice of News Releases, Public Announcements, and Presentations.**

The Subrecipient must have the Agreement Officer's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Grant Agreement before issuance. The Subrecipient must provide two copies of the document to the Agreement Officer and the Agreement Officer's Representative for review prior to release. Also, the Agreement Officer must approve any planned presentations/briefings related to this Grant Agreement, as well as the actual presentation (e.g. slides/wu-graphs) to be used.

**N. Violation of Award Terms.**

If the Subrecipient has material failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

**O. Seat Belt Use Policies and Programs.**

In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees.

NETS is prepared to help with technical assistance, a simple, user- friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**P. Combating Trafficking in Persons (PHMSA MAY 2024).**

PHMSA may terminate grants, cooperative agreements, or other transaction agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the Subrecipient engages in, or uses labor recruiters,



brokers, or other agents who engage in the following activities below per 22 U.S. Code § 7104 – Prevention of trafficking:

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:
  - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
  - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
    - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
    - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
  - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
  - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
  - v) Providing or arranging housing that fails to meet the host country housing and safety standards.

**Q. 811, Call Before you Dig Program (PHMSA MAY 2024).**

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The Subrecipient is encouraged to adopt the "811, Call Before You Dig" program for its employees and contractors when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of PHMSA's website at [www.phmsa.dot.gov](http://www.phmsa.dot.gov).

**R. Access to Electronic and Information Technology (PHMSA MAY 2024).**

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights (Code PH-20) will respond to any questions and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at [phmsa.civilrights@dot.gov](mailto:phmsa.civilrights@dot.gov) or 202-366-9638.

**S. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA MAY 2024).**

- a) The Subrecipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.



- b) The Subrecipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Subrecipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Subrecipient fails to comply with the provisions herein.

**T. American Materials Required (PHMSA MAY 2024)**

If articles, materials, or supplies, are required: Per 41 USC 8302, only unmanufactured articles, materials, and supplies, that have been mined or produced in the United States, and only manufactured articles, materials, and supplies, that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired with the public interest of their cost to be unreasonable.

This requirement does not apply:

- a) to articles, materials, or supplies for use outside the United States;
- b) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
- c) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

**3. Federal Assurances.**

As the duly authorized representative of the Subrecipient, I certify that the Subrecipient:

- A. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant Agreement.
- B. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- C. Will comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
- D. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.



- E. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
- F. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

End of Exhibit A



## EXHIBIT B – Federal Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or the Pipeline and Hazardous Materials Safety Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The contractor will take action with respect to any subcontract or procurement as the recipient or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the recipient to enter into any litigation to protect the interests of the recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

End of Exhibit B



### EXHIBIT C – Federal Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

End of Exhibit C



#### **EXHIBIT D – Annual Financial Report for Non-governmental Entities**

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC § 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronical submission site is found at <https://gateway.ifonline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and-additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
- 2) A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpqtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs)
- 3) Based on the level of government financial assistance received, an audit may be required by IC § 5-11-1-9.

End of Exhibit D

# Resolution 2025-4 Declaration of Surplus Equipment-Service Revolver Sergeant Rodney Jenkins

Thursday, January 23, 2025 1:36 PM

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS  
RESOLUTION 2025-4**

**A Resolution Declaring Surplus**

**WHEREAS**, Montgomery County Sheriff Ryan Needham is requesting that Sergeant Rodney Jenkins' service revolver be declared surplus;

**AND WHEREAS**, Sergeant Jenkins is retiring from the Montgomery County Sheriff's Department after a 26½ years of outstanding service;

**AND WHEREAS**, Montgomery County Sheriff Ryan Needham is requesting that Sergeant Rodney Jenkins' service revolver be awarded to him upon his retirement;

**AND WHEREAS**, the Board of Commissioners have determined to Award Sergeant Rodney Jenkins' service revolver to him in honor of his retirement;

**IT IS THEREFORE RESOLVED** that the property listed in Exhibit A, is hereby declared surplus.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioner this 27th day of January, 2025.

**Montgomery County Board of Commissioners**

\_\_\_\_\_  
Dan Guard, President

\_\_\_\_\_  
Jim Fulwider, Vice President

\_\_\_\_\_  
Jake Bohlander, Member

Attest:

\_\_\_\_\_  
Mindy Byers, Auditor

### **Exhibit A**

Service revolver assigned to Sergeant Rodney Jenkins by the Montgomery County Sheriff's Department.