

# Memo on Agenda Items

Tuesday, October 6, 2020 3:55 PM

## **MEMO on AGENDA ITEMS**

### **Montgomery County Board of Commissioners Meeting October 12, 2020**

#### **Consent Agenda**

Approval of Claims

September 28 to October 12, 2020

*County Auditor Jennifer Andel has submitted the claim and payroll dockets for approval.*

Minutes

September 28, 2020 Meeting

*The minutes are included in the packet for review and approval.*

#### **New Business**

Cancellation of Eagle Contract

*Treasurer Heather Laffoon has requested that the current contract with Eagle Collections Group be terminated with an effective date of December 31, 2020. The current agreement allows the County to terminate the agreement with sufficient notice. Ms. Laffoon will be submitting another company to the Commissioners for approval at a future meeting. The packet includes a memo from the County Attorney that provides additional detail and a draft of the notice of cancellation.*

Thayer Report

*The packet includes the report from Highway Superintendent Jeremy Phillips regarding the status of the removal of a dirt bike or quad track in the right of way at 1781 South Connie Drive.*

Authorization to Apply for a Use Variance for the New Salt Barn

*The construction of the new Salt Barn will occur at the Highway garage property located in the City of Crawfordsville. The zoning designation for the property is Residential. A Use Variance will be required from the City in order to construct the salt barn. The Commissioners will need to authorize staff to apply for the Use Variance from the City.*

#### **Ordinances**

2<sup>nd</sup> Reading: Ordinance 2020-34-Creating the Community COVID Testing Grant Fund

*The Health Department has been awarded a \$100,000 grant for Covid testing. The Ordinance creates a new fund for the grant, so it can be expensed. The Ordinance was introduced at the September 28 Board of Commissioners meeting and is eligible for the 2<sup>nd</sup> reading of the Ordinance.*

2<sup>nd</sup> Reading: Ordinance 2020-35-Creating the Cares Act Public Health Information Technology Grant Fund

*The Health Department has been awarded a \$107,455.17 grant for public health information technology needs related to the COVID 19 pandemic. The Ordinance creates a new fund for the grant, so it can be expensed. The Ordinance was introduced at the September 28 Board of Commissioners meeting and is eligible for the 2<sup>nd</sup> reading of the Ordinance.*

Introduction: Ordinance 2020-36-Creating HMEP 2021 Hazmat Grant Fund

*The Emergency Management Agency received a \$13,795 grant for the purchase of equipment related to its hazardous materials mass notification system. The Ordinance creates a new fund for the grant, so it can be expensed. The Ordinance will be introduced and will be eligible for 2<sup>nd</sup> reading at a future meeting unless the Rules are suspended for the 2<sup>nd</sup> Reading at this meeting.*

Introduction: Ordinance 2020-37-Establishing the Montgomery County Mapping Department

*Currently, the GIS/Mapping Division is part of the Building Department with Mike Davis as the staff member responsible for managing the division. The Ordinance proposes to reorganize the functions in to a new Department. The Director of the new Mapping Department would be appointed by the Board of Commissioners and would report to the County Administrator. The reorganization will not result in an increase in the cost of the service provided to the various Departments. The reorganization will provide for a clearer chain of command for the provision of these services to our Departments and to our residents.*

Introduction: Ordinance 2020-38-Amending Tax Rate for Cumulative Bridge Fund

*The Ordinance amends the tax rate for the Cumulative Bridge Fund to a rate of \$.04 per \$100 of Assessed Valuation. The amendment is being made to reflect the Cumulative Bridge Fund revenue in the 2021 Budget being considered by the County Council.*

# Agenda

Tuesday, October 6, 2020 4:19 PM

## **Agenda**

### **Montgomery County Board of Commissioners Meeting**

**October 12, 2020**

**8 am**

**100 East Main Street  
Crawfordsville, Indiana**

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

**Pledge of Allegiance and Prayer**

#### **Consent Agenda**

Approval of Claims

September 28 to October 12, 2020

Minutes

September 28, 2020 Meeting

#### **Old Business**

##### **New Business**

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Thayer Report

Authorization to Apply for a Use Variance for the New Salt Barn

#### **Ordinances**

2<sup>nd</sup> Reading: Ordinance 2020-34-Creating the Community COVID Testing Grant Fund

2<sup>nd</sup> Reading: Ordinance 2020-35-Creating the Cares Act Public Health Information  
Technology Grant Fund

Introduction: Ordinance 2020-36-Creating HMEP 2021 Hazmat Grant Fund

Introduction: Ordinance 2020-37-Establishing the Montgomery County Mapping  
Department

Introduction: Ordinance 2020-38-Amending Tax Rate for Cumulative Bridge Fund

#### **Other Business**

##### **Adjournment**

**Next Regular Meeting: October 26 at 8 am**

#### *Agenda Subject to Change*

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

# Minutes

Friday, October 9, 2020 11:58 AM



**MINUTES**  
**MONTGOMERY COUNTY COMMISSIONER MEETING**  
**MONDAY, SEPTEMBER 28, 2020**

The Montgomery County Commissioners met in regular session on Monday, September 28, 2020 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

Present were Board members Board President Commissioner James Fulwider, Vice President Commissioner John Frey and Commissioner Dan Guard. Also present Board Attorney Dan Taylor; Auditor Jennifer Andel; E911 Director Sherri Henry; Treasurer Heather Laffoon; County Engineer Jim Peck; Chief Deputy Sheriff Matt McCarty; Highway Director Jeremy Phillips; and Health Administrator Amber Reed.

**I. CALL TO ORDER**

Commissioner Board President Fulwider called the meeting to order @ 8:00 am and led the Pledge of Allegiance and Dan Guard led the prayer. A moment of silence was held to honour former County Councilman Harold Barclay.

**II. 2020 Annual Indiana Association of Counties Scholarship presentation for Layne Bradley. Son of county employee Heather Bradley. The scholarship was presented by Annedia Maillho, SRI**

**III. APPROVAL OF MINUTES – September 14, 2020**

*Commissioner Frey moved to approve the September 14, 2020 regular meeting minutes. Seconded by Commissioner Guard. Motion passed 3-0.*

**IV. Public Hearings @ 8:00 am**

**A. Consider Text Amendments to Chapter 152 Subdivisions**

Board President Commissioner Fulwider open the hearing @ 8:02 am for public comment. No one came forward. Public hearing closed @ 8:03 am.

**1. Consideration of Ordinance 2020-32 – Approving Text Amendments to Chapter 152 Subdivisions** - *Commissioner Frey moved to approve Ordinance 2020-32 as presented. Seconded by Commissioner Guard. Motion passed 3-0.*  
**{Ordinance 2020-32}**

**2. Re-Zone 2020-3 Agricultural to Resident – Petition Ratcliff, Inc.**

Commissioner Fulwider opened the hearing @ 8:08 am. Kori Cummins expressed several of her concerns to the Commissioners including safety. Mr. & Mrs. Cummins also submitted their comments in writing ([attached](#)). Rochella Endicott expressed several of her concerns to the Commissioners including safety. Mr. & Mrs. Endicott also submitted their comments in writing ([attached](#)). Commissioner Fulwider closed the hearing @ 8:19 am.

Zoning Administrator Marc Bonwell stated the Plan Commission had given the request a favorable recommendation with 6 specific conditions including a driveway permit from INDOT. Commissioner Frey stated he agreed with what had been said and the issue with the INDOT driveway permit has not been approved by the State. *Commissioner Frey moved to deny Re-Zone 2020-3. Seconded by Commissioner Guard. Motion passed 3-0.*

**V. APPROVAL OF CLAIMS – AUGUST 24 to SEPTEMBER 14, 2020**

*Commissioner Guard moved to approve the accounts payable claims - \$1,264,003.64 and 9/25/20 payroll claim \$350,483.10. Seconded by Commissioner Frey. Motion passed 3-0.*

## **VI. ELECTED OFFICIALS & DEPARTMENT HEAD REPORTS**

### **A. Highway Department**

#### **1. Approval of Quotes for Tandem Dump Trucks**

Highway Director Phillips presented a quote which was obtained through Sourcewell for two tandem dump trucks from Palmer Trucks - \$362,138 including additional hood modifications, snow plow hitch prep and 2 steel dump bodies from Clark Truck Equipment. *Commissioner Frey moved to approve the two tandem dump truck bids as presented. Seconded by Commissioner Guard. Motion passed 3-0.*

#### **2. IMPA Access Road**

a. Authorization to Bid – *Commissioner Guard moved to approve the request to solicit quotes. Seconded by Commissioner Guard. Motion passed 3-0.*

b. Approve Easement Agreement – *Commissioner Frey moved to approve the IMPA Easement Agreement as presented. Seconded by Commissioner Guard. Motion passed 3-0.*

### **B. Health Department**

1. Introduction [Ordinance 2020-34](#) – Creating the Community COVID Testing Grant Fund - \$100,000

2. Introduction [Ordinance 2020-35](#) – Creating the CARES Act Public Health Information Technology Grant Fund - \$107,445.77

## **VII. OLD BUSINESS**

### **A. 2<sup>nd</sup> Reading Ordinance 2020-30 – An Ordinance Amending the Speed Limit on County Road 400 South**

The segment of County Road 400 South between SR47 & U.S. Highway 231 currently does not have a posted speed limit. The ordinance reduces the speed limit from 55 mph to 40 mph. *Commissioner Guard moved to approve Ordinance 2020-30. Seconded by Commissioner Frey. Motion passed 3-0.*  
[{Ordinance 2020-30}](#)

### **B. 2<sup>nd</sup> Reading Ordinance 2020-31 – An Ordinance Designating Montgomery County as a Solid Waste Management District, Establishing a Board of Directors, and Establishing Other Policies Necessary for Operation of the District**

Effective January 1, 2021 Montgomery County is designated as a Solid Waste Management District. *Commissioner Guard moved to approve Ordinance 2020-31. Seconded by Commissioner Frey. Motion passed 3-0.* [{Ordinance 2020-31}](#)

## **VIII. NEW BUSINESS**

### **A. Notice to Bidders – Information Technology Equipment – CARES Act Funds**

*Commissioner Guard moved to approve the Notice to Bidders for Information Technology Equipment. Seconded by Commissioner Frey. Motion passed 3-0.*

## **IX. ADJOURNMENT:**

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

Meeting adjourned at 8:40 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, October 12, 2020 @ 8:00 am

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



**MONTGOMERY COUNTY BOARD OF COMMISSIONERS:**

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**James D. Fulwider, Board President**

**Attest:**

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**Jennifer Andel, Auditor**

**[\\*\\*Audio Recording – September 28, 2020 Minutes\\*\\*](#)**

# Cancellation of Eagle Contract

Tuesday, October 6, 2020 3:56 PM

## MEMORANDUM

**Memo To: Commissioners**

**From: Dan Taylor**

**Re: Termination of Eagle Collections Agreement**

**Date: October 6, 2020**

Treasurer Heather Laffoon has requested that the Commissioners terminate the existing agreement the County has with Eagle Collections Group, Inc., effective December 31, 2020, so she can use a different company to perform these services. The County Treasurer has, for at least 8 years, utilized the services of Eagle. The existing contract, approved by you in January 2020, provides that either party may terminate the agreement by providing to the other party written notice of termination at least 30 days prior to the effective date of the termination. I have attached for your reference the existing agreement.

I have prepared a letter which terminates the agreement. This letter is also attached. Please consider approving this termination at your meeting on October 12, 2020 so the required notice can be provided well in advance of the December 1 deadline.

If you approve the termination, you can then later approve the agreement with the new vendor. I have reviewed this agreement and requested that the new vendor make a change to the draft in order to clearly indicate that the new contract term begins January 1, 2021.

[print on County letterhead]

October 12, 2020

Eagle Accounts Group, Inc.  
Attention: Charlene Lowry, Vice President of Operations  
7510 Madison Avenue  
Indianapolis, Indiana 46227

Re: Collection Agreement Montgomery County

Dear Ms. Lowry:

Montgomery County has elected to exercise its right under Article 3 of the Collections Agreement to terminate the Collections Agreement with your company, effective December 31, 2020. This action was requested by Treasurer Heather Lafoon and approved by the Board of Commissioners today.

Sincerely Yours,

James D. Fulwider, President  
Montgomery County Board of Commissioners

## COLLECTION AGREEMENT

This agreement is made this 6 day of January, 2019<sup>20</sup>, between "Montgomery County Clerk", hereinafter called "COUNTY", and Eagle Accounts Group, hereinafter called "EAGLE".

### ARTICLE I – GENERAL

COUNTY intends to retain the services of EAGLE to process and collect customer accounts receivable for unpaid fees. EAGLE is in the business of processing, treating and collecting accounts. Accounts will be forwarded to EAGLE via an electronic report such as Excel. COUNTY does not contract to place with EAGLE any specific number or percentage of accounts at any time, but the terms and conditions of this Agreement shall apply and be incorporated as a part of all placements that shall be made. EAGLE in collaboration with COUNTY may review and update processes as needed.

### ARTICLE II – LICENSE TO ENGAGE IN BUSINESS

EAGLE is in the business of collecting accounts. EAGLE is licensed to engage in business as a collection bureau in the state of Indiana. EAGLE shall submit such evidence of compliance with regulatory, bonding, or licensing requirements as COUNTY may demand from time to time.

### ARTICLE III – TERM

This Agreement shall commence on the date set forth above and shall continue in effect thereafter until terminated in accordance with its provisions. Each party to this Agreement shall have the absolute right to terminate this Agreement at any time with or without justification or cause, by giving written notice not less than thirty (30) days prior to the effective date of such termination. Neither party shall be liable to the other for any damages or losses whatsoever, which are directly, incidentally or remotely caused by or result from the termination of this Agreement. Such termination shall not operate to affect any indebtedness due EAGLE for commissions earned pursuant to the other terms and provisions contained in this Agreement. It is EAGLE's duty to remit to COUNTY all moneys received from delinquent accounts referred for collection. In accordance with this Agreement, all terms and provisions as set out herein shall survive termination of this Agreement by either party. Notwithstanding anything to the contrary in this Agreement, termination provided for in this Article shall not in any manner effect the obligations of EAGLE under this Agreement to protect, defend, indemnify and hold forever harmless COUNTY from all acts or omissions prior to such termination.

### ARTICLE IV – PAYMENT

EAGLE shall add a thirty percent (30%) collection fee to each account it receives. EAGLE shall be compensated as follows:

- 1) Should payment in full be received by EAGLE: EAGLE shall keep the 30% fee and remit 100% of the principal to COUNTY.
- 2) Should partial payment be received by EAGLE: EAGLE shall pro-rate the payment so that it receives \$0.30 for every \$1.00 that it remits to COUNTY.
- 3) Should payment in full be received by COUNTY: EAGLE shall invoice COUNTY for the 30% fee.
- 4) Should partial payment be received by COUNTY: EAGLE shall invoice COUNTY for a pro-rated amount so that EAGLE receives \$0.30 for every \$1.00 that COUNTY keeps.

EAGLE shall remit all money due COUNTY paid to it by the tenth (10<sup>th</sup>) day of the following month with an invoice for EAGLE fees based on the above terms. COUNTY agrees to remit any fees due EAGLE within thirty (30) days of invoice receipt. If COUNTY becomes sixty days delinquent on its remittance, EAGLE may begin withholding its fee out of current collections.

#### ARTICLE V – DISPUTES

No accounts that are disputed in writing will be reported to the credit bureau until they are reviewed and deemed valid.

#### ARTICLE VI – OTHER EXPENSES

Except for the payment for collection fees as set forth herein, COUNTY shall not be liable for any expense, cost or other disbursement whatsoever, which EAGLE incurs by acts or omissions directly, incidentally or remotely related to the collection service on any account.

#### ARTICLE VII – REPORTS REQUIRED FROM EAGLE

EAGLE shall provide COUNTY with the following written information and data:

- (A) An itemized statement acknowledging receipt of each account referred by COUNTY identifying the account number, and balance.
- (B) A monthly itemization of payments and cancellations.
- (C) Monthly collection recovery and status reports.

#### ARTICLE VIII – REPORTS REQUIRED FROM COUNTY

- (A) Monthly report of payments made to the COUNTY on cases assigned to EAGLE for collection.

#### ARTICLE IX – COMPLIANCE WITH ALL LAWS

EAGLE agrees to conduct its business operations in full compliance with all applicable laws, rules, and regulations. In the event that EAGLE violates a law, rule or regulation in the collection of an account, or in the attempt to collect an account, EAGLE shall forfeit the commission on the account, in addition to all other remedies, in law or in equity, which COUNTY may have against EAGLE. EAGLE shall indemnify, hold harmless and defend COUNTY, its servants, agents and employees from any and all claims, demands, suits, judgments, damages, costs and expenses, including reasonable attorney fees, and any and all liability arising from EAGLE's failure to conduct its business operations in full compliance with all applicable statutes, ordinances, rules and regulations.

#### ARTICLE X – INDEPENDENT CONTRACTOR

EAGLE's relationship to COUNTY is that of an independent contractor. No acts, omissions or assistance given by COUNTY, its officers, staff, employees, agents, representatives or associated companies shall be construed to alter EAGLE's status as an independent contractor.

#### ARTICLE XI – INDEMNIFICATION

EAGLE agrees that it will indemnify and hold harmless COUNTY, its officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of EAGLE or any of its agents or employees.

COUNTY agrees that it will indemnify and hold harmless EAGLE, its officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of COUNTY or any of its agents or employees.

Notwithstanding its right to protections, defense, reimbursement, and indemnification by EAGLE, and without limiting or restricting the other terms or provisions contained in this Article, EAGLE reserves for itself, at its own option, the exclusive right to settle, compromise, and pay any and all claims, demands, proceedings, suits, actions, or causes of action which are brought against either party herein under the terms and provisions of this Article. However, if COUNTY settles, compromises or otherwise pays any claim without consent of EAGLE, EAGLE shall not be required to indemnify or hold harmless COUNTY.

#### ARTICLE XII – SETTLEMENT AND LITIGATION

No compromise or settlement shall be accepted by EAGLE on any account referred by COUNTY without first obtaining the consent of COUNTY.

EAGLE shall notify COUNTY of its intention to file suit on individual accounts. EAGLE will send a list to the COUNTY of the accounts EAGLE would like to sue. COUNTY needs to authorize the suit for the listed accounts and make any adjustments if needed. EAGLE shall not commence litigation until it has received authorization from the COUNTY. EAGLE will file suit as the assignee of the Clerk of the County.

Any necessary filing fees, court costs and attorney fees will be reimbursed by the defendant.

#### ARTICLE XIII – WAIVER

The failure of either party to enforce at time, the terms, provisions and covenants of this Agreement shall in no way be construed to be a waiver of such terms, provisions, and covenants; nor shall such failure affect the validity of this Agreement, or any part thereof; nor affect the right of either party to thereafter enforce each and every such term, provision and covenant therein.

#### ARTICLE XIV – NON EXCLUSIVITY

This Agreement shall not be interpreted or construed in any manner whatsoever as giving EAGLE exclusive right to collection services which might be required by COUNTY.

#### ARTICLE XV – SEVERABILITY

In the event that any provision hereof is found invalid or unenforceable, pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.



#### ARTICLE XVI – MISCELLANEOUS PROVISIONS

**Section 1.** The laws of the State of Indiana shall govern this Agreement and the relations of the parties hereto. EAGLE and COUNTY agree that, in the event of any dispute, courts sitting in Montgomery County, Indiana will be the venue for resolution of such dispute.

**Section 2.** EAGLE and COUNTY acknowledge that each of them has negotiated and drafted this Agreement, and that any interpretation hereof shall not be construed more strictly against one party or the other.

**Section 3.** Assignment of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by COUNTY without the written approval of EAGLE to any successor entity operating the facility now operated by COUNTY or to a related or affiliated organization.

**Section 4.** Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail or by hand delivery.

**Section 5.** This Agreement may be amended only by an instrument in writing signed by the parties hereto.

**Section 6.** Should Indiana Statute regarding collection fees change, or should case law establish new criteria, the Parties shall adjust this Agreement immediately to conform to Indiana law.

#### ARTICLE XVII – AUDITS

Upon request, EAGLE shall permit COUNTY or its authorized agent to audit formally all books, files, records and other relevant data pertaining to accounts referred by COUNTY. Such audits as provided for in this Article shall be undertaken during EAGLE's regular business hours.

#### ARTICLE XVIII – EMPLOYMENT ELIBIGILITY VERIFICATION

EAGLE shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. EAGLE shall not knowingly employ or contract with an unauthorized alien. EAGLE shall not retain an employee or contract with a person that EAGLE subsequently learns is an unauthorized alien.

EAGLE shall require all subcontractors who perform work under its contract to certify to EAGLE that:

- 1) The subcontractor does not knowingly employ or contract with an unauthorized alien;
- 2) The subcontractor has enrolled and is participating in the E-Verify program. EAGLE agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

COUNTY may terminate the contract if EAGLE fails to cure a breach of this article no later than thirty (30) days after being notified by COUNTY.

ARTICLE IXX -- ENTIRE AGREEMENT

This Agreement contains all the promises, covenants and reservations existing between the parties, and there are no outside or collateral agreements existing with respect thereto, and neither party has agreed to do or omit any act not specified herein. This Agreement shall only be amended, modified, deleted, or otherwise changed by written supplement thereto, which must be authoritatively executed by both parties.

Eagle Accounts Group

By: Charles Henry  
Title: VP, Operations  
Date: 12-5-2019

Authorized Person

By: James D. Walsh  
Title: President Commissioner  
Date: 1/6/2020

Contractor's Affidavit

HEA 1005 (2012) and Public Law 21 (2012) Compliance

I, Charlene Lowry, swear and affirm, under penalties for perjury, that:

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

Date: 2/5/2019

Charlene Lowry  
Signature  
Title VP, Operations

State of Indiana

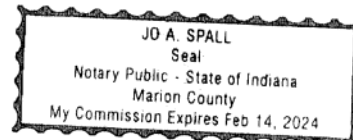
SS:

County of Marion

Before me personally appeared Charlene Lowry, who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this 5th day of December, 2019.

J A Spall  
Notary Public

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



**AGREEMENT ADDENDUM REQUIRING  
E-VERIFY COMPLIANCE**

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

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

Montgomery County, Indiana

By: Charlene Lowry  
Printed: Charlene Lowry  
Title: VP, Operations

Dated: 12/05/2019

ATTEST:  
J. A. Spall  
Dated: 12/15/19

Vendor:

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

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

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

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

Vendor:

By (Written Signature): Charlene Lowry

(Printed Name & Title): Charlene Lowry, VP Operations

# Thayer Report

Tuesday, October 6, 2020 4:54 PM



## **REPORT TO BOARD OF COMMISSIONERS RE FAILURE OF LANDOWNER TO CORRECT ENCROACHMENT AND REQUEST FOR ORDER TO REMOVE OBSTRUCTION**

I previously reported to you that a landowner, Caleb Thayer, has constructed a dirt bike or quad track near Chigger Hollow Subdivision which encroaches on County right-of-way along Nucor Road. Mr. Thayer resides at 1781 South Connie Drive. Section 94.01 of the Montgomery County Code provides that:

No person shall create, cause, continue, allow or maintain any obstruction which interferes with public safety or lawful use of or obstructs the vision of persons traveling on public roads, streets, easements or rights-of-way.

Section 94.03(C) provides that upon discovering a violation of this Chapter, the enforcement officer shall provide the owner and occupant, if any, of the property written notice of violation. The notice must also provide notice to the landowner of the time for abatement, which shall not be less than 10 days nor more than 30 days from the date the notice is received by the landowner.

On or about June 9, 2020, the County Attorney sent a Notice to Correct letter both by regular and certified mail to Mr. Thayer informing him of his violation of Section 94.03(J) of the County Code. This Notice directed Mr. Thayer to correct the violation within 30 days. Attached is a copy of the Notice to Correct.

Although the certified mail receipt was returned to us unclaimed on June 20, 2020, with delivery attempted on June 11, 2020 and June 16, 2020, the letter was also sent by regular mail which was not returned. We take this to mean that Mr. Thayer has received the regularly mailed Notice to Correct on or before June 11, 2020.

As of the date of this report, Mr. Thayer has not made any effort to abate the obstruction. Thus, in accordance with Section 94.03(G) of the Montgomery County Code, I request the Board of Commissioners schedule a hearing and provide notice to the landowner of such

hearing. At this hearing, I will present evidence of the encroachment, the landowner's noncompliance with the Notice to Correct, and recommend that the Board approve the Highway Department's entry onto the landowner's property and removal of the obstruction, including taking any action necessary to abate the obstruction.

Respectfully Submitted,

---

Jeremy Phillips, Director  
Montgomery County  
Highway Department

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

# Use Variance Application

Friday, October 9, 2020 11:51 AM

Department of Planning &  
Community Development  
CITY OF CRAWFORDSVILLE

**Procedure for Board of Zoning Appeals**

In order to appear before the Board of Zoning Appeals of the City of Crawfordsville, the following procedures must take place:

1. Contact the Director of Planning & Community Development to discuss your request to do the following:
  - Special Exception
  - Use Variance
  - Development Standard Variance
  - Administrative Appeal Ruling
2. Complete application process which includes:
  - Complete and Sign Application
  - Obtain and submit a legal description for the property in question
  - Provide a sketch, not necessary draw to scale, on plain paper no smaller than 8 1/2" x 11" including:
    - All existing structures;
    - All property boundaries;
    - All adjacent rights-of-way;
    - All utility easements and facilities, including but not limited to: telephone, gas, fire hydrants, etc.
    - All driveways and parking spaces; and
    - Any other information the Planning Director may require.
  - Obtain a list of adjacent and adjoining property owners from the Planning Department
  - Submit all applicable fees by the filing deadline:

**Filing Fees as prescribed by the Official Fee Schedule:**

|  |  |
|--|--|
| - Special Exception                              | \$100.00   |
| - Use Variance                                   | \$100.00   |
| - Development Standard Variance                  | \$100.00   |
| - Administrative Appeal Ruling                   | \$50.00  |
| - Legal Publication fees ( <i>Required Fee</i> ) | \$75.00  |
| - Certified Letters ( <i>Required Fee</i> )      | \$ 6.11 (x the number of property owners listed) |

**All applications require legal publication and certified notification fees**

*The completed application packet must be turned in by the filing deadline.*

3. Attend Board of Zoning Appeals meeting

The Board of Zoning Appeals of the City of Crawfordsville meets on the Third Wednesday of each month at 7:00 p.m.  
in the Common Council Chambers of the City Building.

**FILING DEADLINE:** October 28, 2020

**Board of Zoning Appeals Meeting Date:** November 28, 2020

Municipal Building      300 E. Pike Street      Crawfordsville      Indiana      47933      p. 765.364.5152      f. 765.364.1140

Department of Planning &  
Community Development  
CITY OF CRAWFORDSVILLE

Petition to Appeal to the Board of Zoning Appeals

Petition No. \_\_\_\_\_

Nonconforming Situation Ruling      Date: \_\_\_\_\_  
Administrative Appeal Ruling      Date: \_\_\_\_\_  
Special Exception      Date: \_\_\_\_\_  
Development Standard Variance      Date: \_\_\_\_\_  
Use Variance      Date: \_\_\_\_\_

Petitioner: Jim Peck, PE - Montgomery County Engineer

Phone No. 765-361-4132

Address: 110 West South Boulevard, Crawfordsville, Indiana 47933

Owner: Montgomery County Board of Commissioners

Phone No. 765-361-2623

Address: 110 West South Boulevard, Crawfordsville, Indiana 47933

Property Address: 818 North Whitlock Avenue, Crawfordsville, Indiana 47933

Legal Description: PT NEQ 32-19-4

Date Purchased: N/A

Subdivision: N/A

Parcel Size: 33.087 acres

Parcel No. 54-07-32-100-011.000-030

Zoning District: R -1

Current Use of Property: County Highway Department

Proposed Use: County Highway Department

Reason for Request: Replacing existing salt barn with a new structure

Section of Ordinance from which Appeal is sought: Section 153.014 - Accessory Uses and Structures

I understand and agree, upon execution and submission of this petition, that I agree to abide by all provisions of the Crawfordsville Zoning Code as well as all procedures and policies of the Crawfordsville Board of Zoning Appeals whose provisions, procedures, and policies related to the handling and disposition of this petition; and that the above information is true and accurate to the best of my knowledge.

Jim Peck, PE Montgomery County Engineer

October 12, 2020

Petitioner/Agent

Date

**FOR OFFICE USE ONLY**

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

Petition Fee: \_\_\_\_\_ Legal Fee: \_\_\_\_\_ Certified Mail: \_\_\_\_\_ TOTAL: \_\_\_\_\_

Municipal Building

300 E. Pike Street

Crawfordsville

Indiana

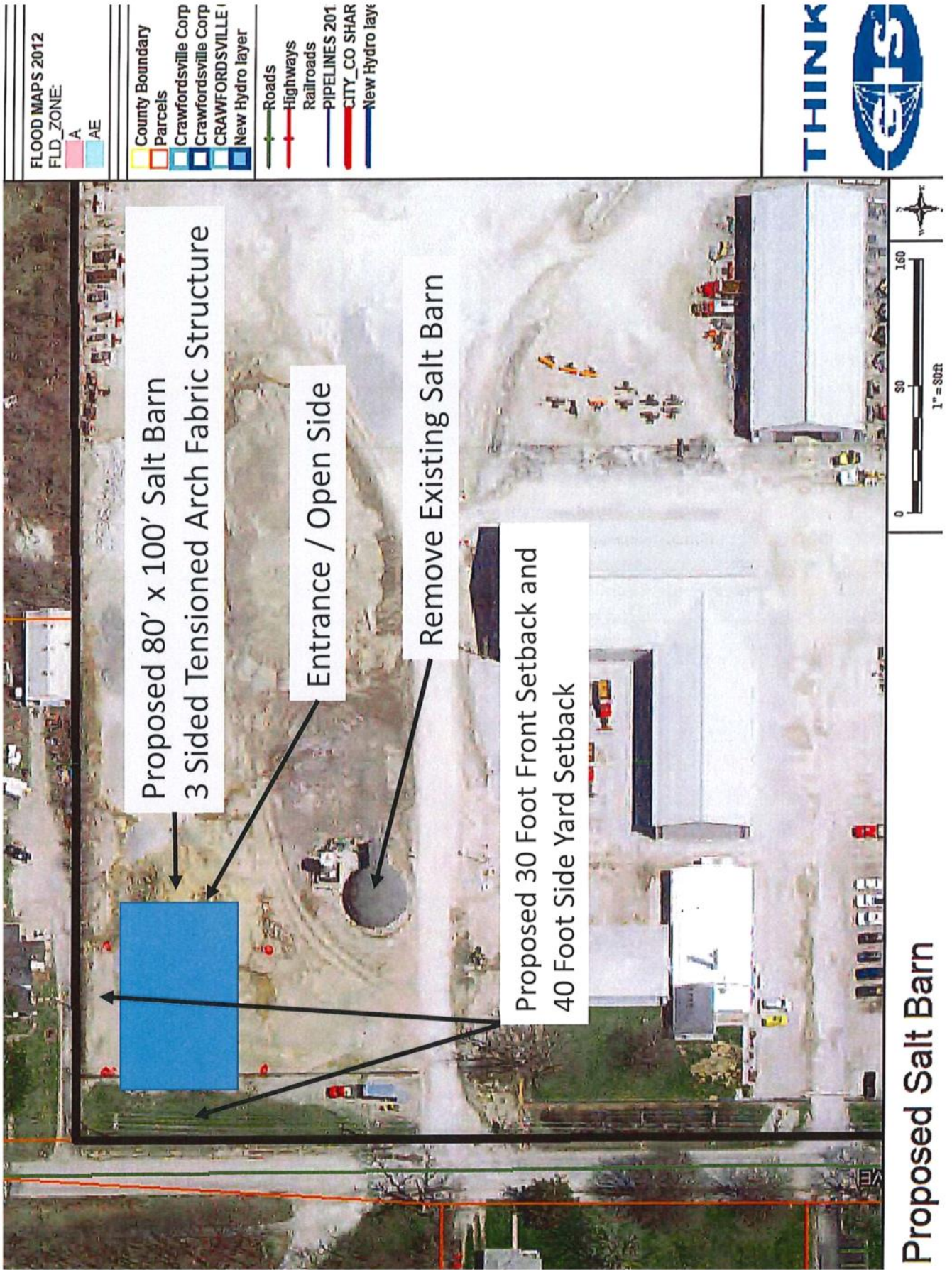
47933

p. 765.364.5152

f. 765.364.1140







# Ordinance 2020-34

Tuesday, October 6, 2020 3:56 PM

# Montgomery County Board of Commissioners

## Ordinance 2020-34

### AN ORDINANCE CREATING THE COMMUNITY COVID TESTING GRANT FUND

Whereas, the Montgomery County Health Department has been awarded \$100,000.00 from the Indiana Department of Health for testing related to the 2019 COVID pandemic; and

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

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

Therefore, it is ordained that a new section, Section 35.137 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

#### “§ 35.137 COMMUNITY COVID TESTING GRANT FUND

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the Community COVID Testing Grant Fund. The fund shall consist of monies received by the Montgomery County Health Department from the Indiana Department of Health for testing of persons for COVID.

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

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

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

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

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

Montgomery County Board of  
Commissioners:

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

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

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

Attest:

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

# Ordinance 2020-35

Tuesday, October 6, 2020 4:44 PM

# Montgomery County Board of Commissioners

## Ordinance 2020-35

### AN ORDINANCE CREATING THE CARES ACT PUBLIC HEALTH INFORMATION TECHNOLOGY GRANT FUND

Whereas, the Montgomery County Health Department has been awarded \$107,445.77 from the Indiana Department of Health for public health information technology needs related to the 2019 COVID pandemic; and

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

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the CARES Act Public Health Information Technology Grant Fund, should be created in order to receive the funds and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.138 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

#### “§ 35.138 CARES ACT PUBLIC HEALTH INFORMATION TECHNOLOGY GRANT FUND

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the CARES Act Public Health Information Technology Grant Fund. The fund shall consist of monies received by the Montgomery County Health Department from the Indiana Department of Health for information technology needs related to the COVID pandemic.



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

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

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

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

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

Montgomery County Board of  
Commissioners:

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

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

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

Attest:

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

# Ordinance 2020-36

Tuesday, October 6, 2020 4:44 PM

# **Montgomery County Board of Commissioners**

## **Ordinance 2020-36**

### **AN ORDINANCE CREATING THE HMEP 2021 HAZMAT GRANT FUND**

Whereas, the Montgomery County Emergency Management Agency has been awarded \$13,795.00 from the Indiana Department of Homeland Security for a Hazardous Materials Emergency Preparedness Program (HMEP) grant which will reimburse the Agency for the purchase of equipment related to its hazardous materials mass notification system; and

Whereas, the use of funds from this award is controlled by the Award Agreement executed by the Montgomery County Emergency Management Agency and the Indiana Department of Homeland Security, and this agreement requires the creation of a new fund;

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the HMEP 2021 Hazmat Grant Fund, should be created in order to receive the funds and to provide a mechanism for appropriation and accounting for the funds used.

Therefore, it is ordained that a new section, Section 35.138 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

**“§ 35.138 HMEP 2021 HAZMAT GRANT FUND**

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the HMEP 2021 Hazmat Grant Fund. The fund shall consist of monies received by the Montgomery County Emergency Management Agency from the Indiana Department of Homeland Security for equipment related to its hazardous materials mass notification system.
- (B) *Use of Funds.* All money in the Fund will be used by the Emergency Management Agency in a manner consistent with the terms and conditions of the Award Agreement between the Agency and the Indiana Department of Homeland Security.
- (C) *Non-Reverting Fund.* This is a Non-Reverting Fund.”

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

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

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

Montgomery County Board of  
Commissioners:

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

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

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

Attest:

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Jennifer Andel, Auditor

# Ordinance 2020-37

Tuesday, October 6, 2020 4:44 PM

# **Montgomery County Board of Commissioners**

## **Ordinance 2020-37**

### **Establishing the Montgomery County Mapping Department**

Whereas, in the administration of the County government, the Board of Commissioners has determined that certain functions related to mapping and address confidentiality should be administered by a new department, namely the Mapping Department; and

Whereas, this Department should be supervised and managed by a Director of the Department who will be appointed by the Board of Commissioners and who will report to the County Administrator; and

Whereas, the duties of the Director will be provided for in the job description of the Director, as approved and modified periodically by the Board of Commissioners; and

Whereas, because this is a new department of the County government, the Board of Commissioners finds that a new section, Section 33.14, should be added to the Montgomery County Code of Ordinances.

Therefore, it is ordained, that a new section, Section 33.14, is hereby added to the Montgomery County Code of Ordinances, and this Section will read as follows:

**“§33.14 MAPPING DEPARTMENT**

**(A) Establishment.** There is established the Montgomery County Mapping Department.

**(B) Purpose.** The purpose of the Mapping Department is to administer the Geographic Information System Mapping Technology (GIS) mapping services, other mapping services and to administer the Address Confidentiality Policy of Montgomery County government;

**(C) Director.** The Mapping Department will be supervised and managed by a Director who will be appointed by the Board of Commissioners. The Director will have all of the duties and responsibilities provided for in the job description approved by the Board of Commissioners. The Director will report to the County Administrator. The Director serves at the pleasure of the Board of Commissioners.

**(D) Administration of Address Confidentiality Policy.** The Director will administer the Montgomery County Address Confidentiality Policy, as provided for by Indiana Code §36-1-8.5 and Section 36.28 of the Montgomery County Code of Ordinances.

(Added by Ordinance 2020-38, adopted October 26, 2020)”

It is further ordained that this ordinance shall become effective on January 1, 2021.

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

Ordained this 26th day of October, 2020.

Montgomery County Board of Commissioners:

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James D. Fulwider, President

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John Frey, Member



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Dan Guard, Member

Attest:

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Jennifer Andel, Auditor

# Ordinance 2020-38

Tuesday, October 6, 2020 4:44 PM

# **Montgomery County Board of Commissioners**

## **Ordinance 2020 – 38**

### **An Ordinance Amending Tax Rate for Cumulative Bridge Fund**

Whereas, on the 8<sup>th</sup> day of June, 2020, the Montgomery County Board of Commissioners adopted Ordinance 2020-15 which re-established the Cumulative Bridge Fund (“Cum Bridge Fund”), as provided for in Indiana Code §8-16-3, and imposed 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 Ordinance also established a tax rate for 2020 for the Cumulative Bridge Fund is \$0.075 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, in order to relieve the General Fund and to provide greater flexibility to the County Council for 2021 budgets, the Commissioners agree to lower the tax rate for 2021 to \$0.040 per \$100 of assessed valuation;

It is therefore ordained that the Montgomery County Board of Commissioners that Section 2 of Ordinance 2020-15 is hereby amended to read as follows:

“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 \$0.040 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2020, due and payable in 2021.’

It is further ordained that all other provisions of Ordinance 2020-15, except for Section 2 which is amended by this ordinance, shall remain in full force and effect.

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

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

Montgomery County, Indiana  
Board of Commissioners

Voting Yes:

Voting No:

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

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

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

Attest:

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