

# Memo on Agenda Items

Wednesday, November 4, 2020

10:46 AM

## November 9 Board of Commissioners Meeting Agenda Items

### Consent Agenda

#### Claims Docket

*The packet includes the Claims Docket.*

#### Minutes

*The 10-26-20 Board of Commissioners Meeting Minutes are included in the packet for review.*

### New Business

#### Declaration of Public Health Emergency

*The current Declaration has expired. The new Declaration allows the Commissioners to continue to act quickly regarding issues related to the Covid-19 Pandemic.*

#### Approval of PVDNet Agreement-Amendment 1

*Amendment will allow remote access to PVDNet (property taxation software) by the Treasurer and Auditor by transferring access to the PVDNet Cloud. Maintenance and support will be provided by Government Utilities Technology Service. The Amendment will result in an increase in the annual cost by \$3,580 beginning in 2021.*

#### Approval of Hazardous Materials Response Plan

*The Plan has been approved by the Montgomery County Local Emergency Planning Committee. The plan addresses incidents involving the transportation, use, storage and manufacturing of hazardous materials in Montgomery County.*

#### Approval of Truck Lease Quote

*The 5 year lease is for the purchase of two dump trucks by the Highway Department. Two quotes were received.*

*Tri-County's rate is 1.75% and Hoosier Heartland State Bank's rate is 3.31%. The County will own both trucks at the end of the lease.*

#### Approval of True RX Business Associate Agreement

*True RX is the pharmacy benefit provider for the County starting in 2021. Agreement establishes authorization to utilize private health information in the course of conducting business for the County.*

#### Approval of Lease Agreement with Franciscan Alliance

*Lease agreement allows the Health Department to relocate their operations to a vacant medical office building owned by Franciscan Alliance. Lease will be for twelve months. The monthly cost will be \$1200 for utilities. There will not be a monthly charge to utilize the building. The utility cost will be paid from a State grant.*

### Resolutions

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

## **Certificates**

***Resolution acquires liens and tax sales certificates for properties that are severely delinquent in paying taxes and authorizes the sale of the certificates at a Commissioners Tax Certificate Sale.***

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

***Resolution deposits 200 hours in to the employee sick bank.***

## **Ordinances**

**Introduction: Ordinance 2020-39-Amending Employee Handbook re: Overtime**

***Ordinance clarifies eligibility for police overtime.***

**Introduction: Ordinance 2020-40-Amending Employee Handbook re: Bereavement Leave**

***Ordinance adds bereavement leave to the employee handbook.***

# Agenda

Monday, October 26, 2020 3:56 PM

**AGENDA**  
**Montgomery County Board of Commissioners Meeting**  
**November 9, 2020**  
**8 am**  
**100 East Main Street - Room 103**  
**Crawfordsville, IN 47933**

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

**Pledge of Allegiance and Prayer**

**Consent Agenda**

[Approval of Claims](#)

October 26, 2020 to November 9, 2020

[Minutes](#)

October 26, 2020

**Old Business**

**New Business**

Resolution 2020-23: [Declaration of Public Health Emergency](#)

Approval of [PVDNet Agreement - Amendment 1 - Auditor/Treasurer](#)

Approval of [Hazardous Materials Emergency Response Plan](#)

Approval of [Truck Lease Quote](#)

Approval of True RX [Business Associate Agreement](#)

Approval of [Lease Agreement](#) with Franciscan Alliance

**Resolutions**

[Resolution 2020-21- Establishing the Intent to Conduct a Commissioners' Sale to Sell Tax Sale Certificates](#)

[Resolution 2020-22](#)- Deposit of 200 Hours to Employee Sick Bank

**Ordinances**

Introduction: [Ordinance 2020-39](#)-Amending Employee Handbook re: Overtime

Introduction: [Ordinance 2020-40](#)-Amending Employee Handbook re: Bereavement Policy

**Other Business**

**Adjournment**

\*Agenda subject to change\*

Next Regular Meeting: November 23, 2020 @ 8 am

Next Resolution 2020-23

Next Ordinance 2020-41

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

# Approval of Claims

Friday, November 6, 2020 11:51 AM

## Docket Voucher Register (Cumulative)

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| PO          |    |                                | Budget |       |              |                     |                                |             |                 |      |
|-------------|----|--------------------------------|--------|-------|--------------|---------------------|--------------------------------|-------------|-----------------|------|
| Prerun Date | PO | Mode Invoice                   | Bank   | Check | Account Code | Vendor Name         | Amount                         | Description | Check           |      |
|             |    | 419                            | 001    | C     | 028768       | 1202.30050.000.0006 | A. E. Woodall                  | 4,441.67    | NOV 2020        | 4,   |
|             |    | 7711                           | 001    | C     | 028737       | 1000.30053.000.0201 | Access Transcripts Llc         | 124.00      | C MOORE         | 4,   |
|             |    | 7751                           | 001    | C     | 028737       | 1000.30053.000.0201 | Access Transcripts Llc         | 92.00       | 54D011911JT295  | 4,   |
|             |    | 7749                           | 001    | C     | 028737       | 1000.30053.000.0201 | Access Transcripts Llc         | 110.00      | 54011908JT222   | 4,   |
|             |    | American United Life Insurance | 001    | C     | 028696       | 1000.12080.000.0068 | American United Life Insurance | 7,019.21    | NOV 2020        | 11,  |
|             |    | 118037                         | 001    | C     | 028673       | 1176.30194.000.0529 | Arab                           | 80.00       | OCT 2020        | 11,  |
|             |    | 118066                         | 001    | C     | 028769       | 1000.30073.000.0313 | Arab                           | 60.00       | OCT 2020        | 11,  |
|             |    | 8013244429                     | 001    | C     | 028701       | 1169.30137.000.0529 | Asphalt Materials Inc          | 22,261.13   | BITUMINOUS      | 34,  |
|             |    | 4013244599                     | 001    | C     | 028701       | 1169.44235.000.0529 | Asphalt Materials Inc          | 12,038.66   | BITUMINOUS      | 46,  |
|             |    | 8013244429                     | 001    | C     | 028701       | 1169.44235.000.0529 | Asphalt Materials Inc          | 1,845.95    | BITUMINOUS      | 48,  |
|             |    | 765*401*0718                   | 001    | C     | 028674       | 1000.30036.000.9655 | At & T Mobility                | 31.24       | WIRELESS        | 48,  |
|             |    | 765*918*9164                   | 001    | C     | 028674       | 1000.30036.000.9655 | At & T Mobility                | 1.25        | WIRELESS        | 48,  |
|             |    | 765*401*2992                   | 001    | C     | 028674       | 8901.32019.000.0000 | At & T Mobility                | 31.24       | WIRELESS        | 48,  |
|             |    | 287254950598X1024              | 001    | C     | 028770       | 1188.32010.000.0008 | At & T Mobility                | 140.50      | WIRELESS SERVIC | 48,  |
|             |    | 765*367*1348                   | 001    | C     | 028771       | 8153.21900.000.9655 | At & T Mobility                | 1.25        | WIRELESS        | 48,  |
|             |    | 765*367*1348                   | 001    | C     | 028771       | 8153.21900.000.9655 | At & T Mobility                | 829.00      | WIRELESS        | 49,  |
|             |    | 72018                          | 001    | C     | 028772       | 1000.30210.000.0007 | Axis Forensic Toxicology       | 340.00      | THOMPSON        | 49,  |
|             |    | 4676                           | 001    | C     | 028716       | 9122.30187.000.0235 | Backwoods Graphics,LLC         | 221.00      | HATS            | 49,  |
|             |    | 1825                           | 001    | C     | 028675       | 4899.30050.000.0701 | BCS Management, INC            | 996.75      | SEPT 2020       | 50,  |
|             |    | 1826                           | 001    | C     | 028675       | 4899.30050.000.0701 | BCS Management, INC            | 5,797.48    | SEPT 2020       | 56,  |
|             |    | 64790                          | 001    | C     | 028702       | 1135.60026.000.0529 | Beam Longest & Neff Llc        | 5,500.00    | BRIDGE 114      | 61,  |
|             |    | 5983541                        | 001    | C     | 028738       | 1000.24202.000.0380 | Best Plumbing Specialties Inc  | 488.63      | SUPPLIES        | 62,  |
|             |    | 776                            | 001    | C     | 028717       | 1119.24202.000.0001 | Black Horse Enterprise LLC     | 273.24      | ENVELOPES       | 62,  |
|             |    | 126085                         | 001    | C     | 028718       | 1170.30100.000.0005 | Blankenship Auto Care Inc      | 67.13       | OIL CHANGE      | 62,  |
|             |    | NC1001568318                   | 001    | C     | 028739       | 1000.20005.000.0380 | Bob Barker Co Inc.             | 195.46      | GLOVES          | 62,  |
|             |    | NC1001567901                   | 001    | C     | 028739       | 1000.20005.000.0380 | Bob Barker Co Inc.             | 834.84      | MISC SUPPLIES   | 63,  |
|             |    | NC1001566865                   | 001    | C     | 028739       | 1000.20005.000.0380 | Bob Barker Co Inc.             | 37.72       | CLOTHING LETTEF | 63,  |
|             |    | NC1001566284                   | 001    | C     | 028739       | 1000.20007.000.0380 | Bob Barker Co Inc.             | 194.48      | TROUSERS        | 64,  |
|             |    | NC1001568477                   | 001    | C     | 028739       | 1000.20007.000.0380 | Bob Barker Co Inc.             | 149.40      | TROUSERS        | 64,  |
|             |    | 863405                         | 001    | C     | 028703       | 1169.44235.000.0529 | Boehm Trucking                 | 31,834.40   | SAND DELIVERED  | 96,  |
|             |    | 0158034                        | 001    | C     | 028719       | 8901.22019.000.0000 | Burkhart Advertising           | 500.00      | POSTER DESIGNS  | 96,  |
|             |    | 111184                         | 001    | C     | 028773       | 1000.30016.000.0202 | Cardinal Leasing Inc           | 110.00      | COPIER          | 96,  |
|             |    | 111183                         | 001    | C     | 028774       | 4900.30050.000.0303 | Cardinal Leasing Inc           | 104.50      | COPIER          | 96,  |
|             |    | 10012020                       | 001    | C     | 028676       | 1000.30093.000.0068 | Central Communications Center  | 113,250.00  | 4TH QTR PAYMEN  | 210, |
|             |    | 10012020                       | 001    | C     | 028775       | 1000.30030.000.0068 | Central Communications Center  | 3,000.00    | 4 QTR PAYMENT   | 213, |

Financial System

11/04/2020 04:23 PM by dbusse

**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| PO          |    |               | Budget |       |              |                     |           |                  |      |
|-------------|----|---------------|--------|-------|--------------|---------------------|-----------|------------------|------|
| Prerun Date | PO | Mode Invoice  | Bank   | Check | Account Code | Vendor Name         | Amount    | Description      | Chet |
|             |    | 0920671426    | 001    | C     | 028740       | 1000.20004.000.0380 | 247.96    | BREAD/MILK       | 213. |
|             |    | 0920670588    | 001    | C     | 028740       | 1000.20004.000.0380 | 305.70    | BREAD/MILK       | 213. |
|             |    | 0920669700    | 001    | C     | 028740       | 1000.20004.000.0380 | 239.85    | BREAD/MILK       | 213. |
|             |    | 08206668794   | 001    | C     | 028740       | 1000.20004.000.0380 | 268.65    | BREAD/MILK       | 214. |
|             |    | 1055937       | 001    | C     | 028741       | 1000.24202.000.0380 | 30.70     | V BELTS          | 214. |
|             |    | 2358042       | 001    | C     | 028704       | 1173.21000.000.0529 | 15,004.00 | PDX4 OFF RD      | 229. |
|             |    | 450           | 001    | C     | 028720       | 1159.21001.000.0610 | 16.18     | SEPT 2020 FUEL   | 229. |
|             |    | 1925          | 001    | C     | 028720       | 1159.21001.000.0610 | 48.14     | SEPT 2020 FUEL   | 229. |
|             |    | 448171        | 001    | C     | 028742       | 1000.30002.000.0068 | 23.97     | FUEL T KLEIN     | 229. |
|             |    | 2020-22       | 001    | E     | 103020       | 4899.30050.000.0701 | 1,281.25  | SEPT 2020        | 230. |
|             |    | 4064093464    | 001    | C     | 028705       | 1176.13002.000.0529 | 378.18    | UNIFORMS         | 230. |
|             |    | 4064709814    | 001    | C     | 028705       | 1176.13002.000.0529 | 328.80    | UNIFORMS         | 231. |
|             |    | 12546230      | 001    | C     | 028705       | 1176.20001.000.0529 | 66.00     | CLEANING         | 231. |
|             |    | 0320277679    | 001    | C     | 028743       | 1000.24201.000.0009 | 21.40     | S VINSON         | 231. |
|             |    | 429618        | 001    | C     | 028776       | 2600.65194.000.0006 | 3,000.00  | C MOODY          | 234. |
|             |    | 5201048       | 001    | C     | 028777       | 1000.30115.000.0271 | 585.00    | J WAGNER         | 234. |
|             |    | COLONIAL LIFE | 001    | C     | 028697       | 5100.00019.000.0000 | 597.24    | OCT 2020         | 235. |
|             |    | 3028254       | 001    | C     | 028677       | 1000.30035.000.0068 | 6.03      | SEPT 2020        | 235. |
|             |    | 3028256       | 001    | C     | 028677       | 1000.30035.000.0068 | 1,131.73  | SEPT 2020        | 236. |
|             |    | 3028257       | 001    | C     | 028677       | 1000.30035.000.0068 | 24.14     | SEPT 2020        | 236. |
|             |    | 91824         | 001    | C     | 028744       | 1000.21850.000.0313 | 15.47     | PAPER TOWEL      | 236. |
|             |    | 91882         | 001    | C     | 028744       | 1000.21850.000.0313 | 140.92    | PAPER TOWEL      | 236. |
|             |    | 91914         | 001    | C     | 028744       | 1000.21850.000.0313 | 344.66    | MISC SUPPLIES    | 237. |
|             |    | 91915         | 001    | C     | 028745       | 1000.20001.000.0380 | 199.15    | TRASH BAGS       | 237. |
|             |    | 91944         | 001    | C     | 028745       | 1000.20005.000.0380 | 212.62    | MISC SUPPLIES    | 237. |
|             |    | 41245300      | 001    | C     | 028778       | 1000.30035.000.0068 | 1,103.71  | 090820-10082020  | 238. |
|             |    | 41243300      | 001    | C     | 028778       | 1176.30035.000.0529 | 57.85     | 090820-10082020  | 238. |
|             |    | 820063215     | 001    | C     | 028779       | 1000.30100.000.0312 | 129.07    | RIM REPAIR MOUN  | 238. |
|             |    | SIN141872     | 001    | C     | 028746       | 1000.21860.000.0104 | 60.48     | HAND SANITIZER   | 238. |
|             |    | 8720-2769-01- | 001    | C     | 028780       | 1176.30035.000.0529 | 13.50     | 092320-10222020  | 238. |
|             |    | 1456          | 001    | C     | 028781       | 1222.44554.000.0303 | 26,724.10 | UPS LEAD BATTEF  | 265. |
|             |    | 1375          | 001    | C     | 028721       | 2700.65027.000.0006 | 2,050.85  | J GILLILAND      | 267. |
|             |    | 12251         | 001    | C     | 028722       | 1170.30100.000.0005 | 250.28    | BATTERY          | 267. |
|             |    | 2155082       | 001    | C     | 028678       | 4899.30050.000.0701 | 38,001.00 | 08/09-09/12/2020 | 305. |
|             |    | 205561949     | 001    | C     | 028747       | 1000.20004.000.0380 | 4,215.11  | MEALS            | 310. |

Financial System

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**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| PO          |    |                    | Budget |       |              |                     |                                |             |                  |      |
|-------------|----|--------------------|--------|-------|--------------|---------------------|--------------------------------|-------------|------------------|------|
| Prerun Date | PO | Mode Invoice       | Bank   | Check | Account Code | Vendor Name         | Amount                         | Description | Chet             |      |
|             |    | 205712232          | 001    | C     | 028747       | 1000.20004.000.0380 | Gordon Food Service            | 4,762.07    | MEALS            | 314, |
|             |    | 205561911          | 001    | C     | 028747       | 1000.20004.000.0380 | Gordon Food Service            | 184.32      | MISC SUPPLIES    | 315, |
|             |    | ADMIN FEES         | 001    | E     | 201027       | 4700.00034.000.0068 | GPA, Inc.                      | 48,642.45   | OCT 2020         | 363, |
|             |    | A150361            | 001    | C     | 028748       | 1000.20003.000.0380 | Green Guard                    | 185.31      | MEDICAL SUPPLIE  | 363, |
|             |    | 110958             | 001    | C     | 028723       | 8901.22019.000.0000 | Haley's Lock Safe & Key        | 35.00       | REMOVE LOCK      | 363, |
|             |    | 110958             | 001    | C     | 028723       | 8901.22019.000.0000 | Haley's Lock Safe & Key        | 45.00       | SERVICE CALL     | 363, |
|             |    | 110958             | 001    | C     | 028723       | 8901.22019.000.0000 | Haley's Lock Safe & Key        | 62.40       | LVR X26D GRD2    | 364, |
|             |    | 110958             | 001    | C     | 028723       | 8901.22019.000.0000 | Haley's Lock Safe & Key        | 30.00       | LOCKS REKEYED    | 364, |
|             |    | 111199             | 001    | C     | 028749       | 1000.21850.000.0313 | Haley's Lock Safe & Key        | 119.30      | SERVICE CALL     | 364, |
|             |    | 29650              | 001    | C     | 028750       | 1000.30500.000.0380 | Hay-bush Mechanical            | 685.00      | BOILER REPAIR    | 364, |
|             |    | 4012035            | 001    | C     | 028782       | 1000.24202.000.0380 | Home Depot Credit Services     | 1,019.34    | SUPPLIES         | 365, |
|             |    | 5011989            | 001    | C     | 028782       | 1000.24202.000.0380 | Home Depot Credit Services     | 11.18       | POWER STRIP      | 365, |
|             |    | 3012082            | 001    | C     | 028782       | 1000.24202.000.0380 | Home Depot Credit Services     | 305.52      | PAINT SUPPLIES   | 366, |
|             |    | 3022335            | 001    | C     | 028782       | 1000.24202.000.0380 | Home Depot Credit Services     | 28.41       | PAINT SUPPLIES   | 366, |
|             |    | PAYMENT 2          | 001    | C     | 028783       | 2600.65246.000.0006 | Hoosier Heartland St Bank      | 38,115.11   | E BERRY RECON    | 404, |
|             |    | PAYMENT 3          | 001    | C     | 028783       | 2600.65246.000.0006 | Hoosier Heartland St Bank      | 38,115.11   | E BERRY RECON    | 442, |
|             |    | PAYMENT 2          | 001    | C     | 028783       | 2600.65247.000.0006 | Hoosier Heartland St Bank      | 44,192.42   | J CONWAY RECON   | 486, |
|             |    | PAYMENT 3          | 001    | C     | 028783       | 2600.65247.000.0006 | Hoosier Heartland St Bank      | 44,192.42   | J CONWAY RECON   | 530, |
|             |    | PAYMENT 2          | 001    | C     | 028783       | 2600.65248.000.0006 | Hoosier Heartland St Bank      | 46,988.93   | W SCHOEN RECOI   | 577, |
|             |    | PAYMENT 3          | 001    | C     | 028783       | 2600.65248.000.0006 | Hoosier Heartland St Bank      | 46,988.93   | W SCHOEN RECOI   | 624, |
|             |    | 09282020           | 001    | C     | 028751       | 1000.30022.000.0068 | Hunt & Son Funeral Home        | 100.00      | F ESKESEN        | 624, |
|             |    | 51507              | 001    | E     | 100420       | 1138.30071.000.0068 | Huntington Public Capital Corp | 10,432.33   | NOV 2020         | 635, |
|             |    | 2017-123-S000027   | 001    | C     | 028679       | 4899.30050.000.0701 | Hwc Engineering                | 2,156.00    | AUG 24 SEPT 27   | 637, |
|             |    | 2017-123-S000026   | 001    | C     | 028679       | 4899.30050.000.0701 | Hwc Engineering                | 980.00      | JULY 27- AUG 23  | 638, |
|             |    | 25959472           | 001    | C     | 028752       | 1000.32100.000.0312 | Iaei                           | 120.00      | DAVE HAMPTON     | 638, |
|             |    | si-877184          | 001    | C     | 028753       | 1000.24201.000.0009 | Icc Business Products          | 128.51      | COPY PAPER       | 638, |
|             |    | SI-877850          | 001    | C     | 028753       | 1000.24201.000.0009 | Icc Business Products          | 111.51      | MISC SUPPLIES    | 638, |
|             |    | SI-882156          | 001    | C     | 028754       | 1000.44521.000.0232 | Icc Business Products          | 417.66      | EXEC COLUMN      | 639, |
|             |    | 1010-210007045559  | 001    | C     | 028784       | 1000.30035.000.0068 | Indiana American Water Co.     | 57.64       | 091920-10212020  | 639, |
|             |    | 1010-210006232619  | 001    | C     | 028784       | 1000.30035.000.0068 | Indiana American Water Co.     | 86.27       | 091920-10212020  | 639, |
|             |    | 1010-2100006105236 | 001    | C     | 028784       | 1000.30035.000.0068 | Indiana American Water Co.     | 196.78      | 091920-10212020  | 639, |
|             |    | 14395105           | 001    | C     | 028680       | 1000.30036.000.0068 | Indiana Paging Network         | 24.06       | NOV 2020 SHERIFF | 639, |
|             |    | 61401              | 001    | C     | 028681       | 1176.30194.000.0529 | Indot                          | 10.01       | PO 20036788      | 639, |
|             |    | 105630             | 001    | C     | 028785       | 8153.21900.000.9655 | J & K Communications, Inc      | 10,116.25   | VIKING VM5000    | 649, |
|             |    | 105631             | 001    | C     | 028785       | 8153.21900.000.9655 | J & K Communications, Inc      | 41,605.94   | VIKING VP6000    | 691, |

Financial System

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**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| PO          |    |                          | Budget |       |              |                     |                                |             |                 |      |
|-------------|----|--------------------------|--------|-------|--------------|---------------------|--------------------------------|-------------|-----------------|------|
| Prerun Date | PO | Mode Invoice             | Bank   | Check | Account Code | Vendor Name         | Amount                         | Description | Chec            |      |
|             |    | 10052020                 | 001    | C     | 028682       | 1000.30021.000.0068 | Johnson Co Treasurer           | 2,100.00    | J MILLS         | 693. |
|             |    | 137819466                | 001    | C     | 028786       | 1000.30000.000.0271 | Jonathon Holley                | 180.00      | REIMBURSE AIA   | 693. |
|             |    | 2865                     | 001    | C     | 028755       | 1000.30800.000.0104 | Journal Review                 | 453.80      | PUBLIC NOTICE   | 694. |
|             |    | 02RR1871                 | 001    | C     | 028724       | 1170.30100.000.0005 | Lafayette Auto Supply          | 206.19      | ROTORS          | 694. |
|             |    | 10122020                 | 001    | C     | 028756       | 1000.30083.000.0380 | Lindsey Endicott               | 110.00      | HAIRCUTS        | 694. |
|             |    | 29209                    | 001    | C     | 028787       | 1000.30051.000.0232 | Luna Language Services         | 301.96      | SEPT 25 2019    | 694. |
|             |    | 30200                    | 001    | C     | 028787       | 1000.30062.000.0232 | Luna Language Services         | 180.00      | J GONZALEZ      | 694. |
|             |    | 29209                    | 001    | C     | 028787       | 1000.30062.000.0232 | Luna Language Services         | 57.20       | SEPT 25 2019    | 694. |
|             |    | 10172020                 | 001    | C     | 028788       | 1000.30008.000.0313 | Mark Hutcheson                 | 240.00      | 4 CLEANINGS     | 695. |
|             |    | 10172020                 | 001    | C     | 028788       | 1000.30028.000.0313 | Mark Hutcheson                 | 1,500.00    | 1 MONTH CLEANIN | 696. |
|             |    | 30122851                 | 001    | C     | 028706       | 1169.44235.000.0529 | Martin Marietta Materials      | 1,452.22    | STONE #12       | 698. |
|             |    | 30056266                 | 001    | C     | 028706       | 1169.44235.000.0529 | Martin Marietta Materials      | 17,799.31   | STONE #12       | 715. |
|             |    | 30156277                 | 001    | C     | 028706       | 1169.44235.000.0529 | Martin Marietta Materials      | 2,039.08    | STONE #12       | 717. |
|             |    | 30081884                 | 001    | C     | 028706       | 1169.44235.000.0529 | Martin Marietta Materials      | 4,169.80    | STONE #12       | 722. |
|             |    | 30197892                 | 001    | C     | 028706       | 1169.44235.000.0529 | Martin Marietta Materials      | 741.57      | STONE #12       | 722. |
|             |    | 1327117                  | 001    | C     | 028683       | 1000.30036.000.9655 | Metro Fibernet Llc             | 600.82      | METRONET        | 723. |
|             |    | 202036-04                | 001    | C     | 028707       | 1135.60026.000.0529 | Milestone Contractors LP       | 29,520.00   | BRIDGE REPAIR   | 753. |
|             |    | 202036-RET               | 001    | C     | 028707       | 1135.60026.000.0529 | Milestone Contractors LP       | 30,454.95   | BRIDGE REPAIR   | 783. |
|             |    | 11012020                 | 001    | C     | 028789       | 1000.30063.000.0232 | Montgomery Co Youth Svc Bureau | 5,250.00    | CONTRACT NOV 2  | 788. |
|             |    | 10312020                 | 001    | C     | 028789       | 1211.50000.000.0232 | Montgomery Co Youth Svc Bureau | 665.00      | CASA OCT 2020   | 789. |
|             |    | 11012020                 | 001    | C     | 028789       | 1211.50000.000.0232 | Montgomery Co Youth Svc Bureau | 2,200.16    | CASA NOV 2020   | 791. |
|             |    | 2020/9-1                 | 001    | C     | 028790       | 9122.12005.000.0235 | Montgomery County              | 238.99      | FICA 9112020    | 791. |
|             |    | 2020/9-1                 | 001    | C     | 028790       | 9122.12005.000.0235 | Montgomery County              | 238.99      | FICA 9252020    | 792. |
|             |    | 2020/9-1                 | 001    | C     | 028790       | 9122.12005.000.0235 | Montgomery County              | 336.85      | INPRS 9112020   | 792. |
|             |    | 2020/9-1                 | 001    | C     | 028790       | 9122.12005.000.0235 | Montgomery County              | 336.85      | INPRS 9252020   | 792. |
|             |    | 020-9/1                  | 001    | C     | 028790       | 9165.12005.000.0235 | Montgomery County              | 132.22      | FICA 9112020    | 792. |
|             |    | 020-9/1                  | 001    | C     | 028790       | 9165.12005.000.0235 | Montgomery County              | 132.22      | FICA 9252020    | 793. |
|             |    | 020-9/1                  | 001    | C     | 028790       | 9165.12005.000.0235 | Montgomery County              | 222.96      | PERF 9112020    | 793. |
|             |    | 020-9/1                  | 001    | C     | 028790       | 9165.12005.000.0235 | Montgomery County              | 222.96      | PERF 9252020    | 793. |
|             |    | 2020-9/2 GROUP INSURANCE | 001    | C     | 028790       | 9165.12050.000.0235 | Montgomery County              | 648.13      | SEPT 2020 EC    | 794. |
|             |    | 2020-9/1                 | 001    | C     | 028790       | 9166.12005.000.0235 | Montgomery County              | 287.40      | SEPT FICA HD    | 794. |
|             |    | 2020-9/1                 | 001    | C     | 028790       | 9166.12005.000.0235 | Montgomery County              | 236.90      | SEPT FICA PG    | 794. |
|             |    | 2020-9/2                 | 001    | C     | 028790       | 9166.12005.000.0235 | Montgomery County              | 428.71      | SEPT INPRS HD   | 795. |
|             |    | 2020-9/3                 | 001    | C     | 028790       | 9166.12050.000.0235 | Montgomery County              | 648.13      | AUG 2020 HD     | 795. |
|             |    | 10282020-1               | 001    | C     | 028791       | 9136.30902.000.0235 | Montgomery County Probation    | 200.00      | J BROCK         | 795. |

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**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| Prerun Date | PO | Mode | Invoice         | Budget |       | Vendor Name                | Amount    | Description     | Check |
|-------------|----|------|-----------------|--------|-------|----------------------------|-----------|-----------------|-------|
|             |    |      |                 | Bank   | Check | Account Code               |           |                 |       |
|             |    |      | 10282020-1      | 001    | C     | 028791 9136.30902.000.0235 | 25.00     | C POPPAW        | 795.  |
|             |    |      | 10282020-1      | 001    | C     | 028791 9136.30902.000.0235 | 25.00     | H STEVENS       | 795.  |
|             |    |      | 3 QUARTERS      | 001    | C     | 028672 5100.00029.000.0000 | 110.00    | MUFFY           | 796.  |
|             |    |      | 89089           | 001    | C     | 028757 1000.30800.000.0068 | 86.48     | T KLEIN CARDS   | 796.  |
|             |    |      | 769392          | 001    | C     | 028708 1176.23522.000.0529 | 135.39    | BATTERY         | 796.  |
|             |    |      | 768693          | 001    | C     | 028708 1176.23522.000.0529 | 363.63    | BATTERIES       | 796.  |
|             |    |      | 769467          | 001    | C     | 028708 1176.44518.000.0529 | 472.50    | TROQ WRENCH     | 797.  |
|             |    |      | SI-112615       | 001    | C     | 028758 1000.22030.000.0380 | 347.20    | UNIFORM NEWTOI  | 797.  |
|             |    |      | 11261           | 001    | E     | 103021 4899.30050.000.0701 | 76.08     | SEPT 2020       | 797.  |
|             |    |      | 820063281       | 001    | C     | 028709 1176.23522.000.0529 | 292.98    | TIRE            | 797.  |
|             |    |      | 820063101       | 001    | C     | 028709 1176.23522.000.0529 | 3,919.00  | 24 TIRES        | 801.  |
|             |    |      | 820063433       | 001    | C     | 028709 1176.23522.000.0529 | 19.75     | FLAT REPAIR     | 801.  |
|             |    |      | 820062784       | 001    | C     | 028709 1176.23522.000.0529 | 45.00     | FLAT REPAIR     | 801.  |
|             |    |      | 11042020        | 001    | C     | 028792 7457.50000.000.0001 | 2,148.00  | PRE TRIAL GEN   | 803.  |
|             |    |      | BC10-20201012   | 001    | C     | 028684 1000.13000.000.0068 | 15,014.83 | SEPT 2020       | 818.  |
|             |    |      | PROTECTIVE LIFE | 001    | C     | 028698 5100.00020.000.0000 | 228.82    | OCT 2020        | 819.  |
|             |    |      | 400071431       | 001    | C     | 028793 1000.30001.000.0011 | 16.40     | TRAVEL EXPENSE  | 819.  |
|             |    |      | 400071382       | 001    | C     | 028793 1000.44400.000.0011 | 34.00     | AUG 2020 MIFI   | 819.  |
|             |    |      | 11040881        | 001    | C     | 028710 1176.24201.000.0529 | 160.95    | MISC SUPPLIES   | 819.  |
|             |    |      | 11177984        | 001    | C     | 028725 1119.24202.000.0001 | 762.03    | PAPER/LABELS    | 820.  |
|             |    |      | 11369901        | 001    | C     | 028726 2100.24201.000.0235 | 49.49     | TONER           | 820.  |
|             |    |      | 11369901        | 001    | C     | 028726 2100.24201.000.0235 | 178.18    | MISC SUPPLIES   | 820.  |
|             |    |      | 1178955         | 001    | C     | 028726 2100.24201.000.0235 | 200.69    | OFFICE SUPPLIES | 820.  |
|             |    |      | 11217034        | 001    | C     | 028727 4900.24201.000.0303 | 17.37     | CLOROX WIPES    | 820.  |
|             |    |      | 11248467        | 001    | C     | 028727 4900.24201.000.0303 | 9.98      | PLASTIC WIPES   | 820.  |
|             |    |      | 11449727        | 001    | C     | 028759 1000.24201.000.0003 | 563.83    | MISC SUPPLIES   | 821.  |
|             |    |      | 11460717        | 001    | C     | 028759 1000.24201.000.0003 | 0.01      | MISC SUPPLIES   | 821.  |
|             |    |      | 11370745        | 001    | C     | 028760 1000.24201.000.0009 | 12.60     | FOLDER LABELS   | 821.  |
|             |    |      | 11418911        | 001    | C     | 028761 1000.24201.000.0011 | 88.95     | OFFICE SUPPLIES | 821.  |
|             |    |      | 11410128        | 001    | C     | 028761 1000.24201.000.0011 | 153.82    | OFFICE SUPPLIES | 821.  |
|             |    |      | 11566479        | 001    | C     | 028761 1000.24201.000.0011 | 21.70     | OFFICE SUPPLIES | 821.  |
|             |    |      | 11486910        | 001    | C     | 028761 1000.24201.000.0011 | 8.08      | OFFICE SUPPLIES | 821.  |
|             |    |      | 11485221        | 001    | C     | 028762 1000.24201.000.0271 | 257.05    | OFFICE SUPPLIES | 821.  |
|             |    |      | 11419582        | 001    | C     | 028763 1000.20001.000.0380 | 86.38     | DISINFECTANT    | 821.  |
|             |    |      | 11005721        | 001    | C     | 028763 1000.24201.000.0380 | 131.96    | BOXES           | 821.  |

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**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| Prerun Date | PO |                               | Budget |       |              | Vendor Name         | Amount    | Description     | Check |
|-------------|----|-------------------------------|--------|-------|--------------|---------------------|-----------|-----------------|-------|
|             | PO | Mode Invoice                  | Bank   | Check | Account Code |                     |           |                 |       |
|             |    | 11180909                      | 001    | C     | 028763       | 1000.24201.000.0380 | 380.94    | BOXES           | 822.  |
|             |    | 10957796                      | 001    | C     | 028763       | 1000.24201.000.0380 | 8.54      | CABLE           | 822.  |
|             |    | 11365770                      | 001    | C     | 028763       | 1000.24201.000.0380 | 13.28     | DUSTER          | 822.  |
|             |    | 11416601                      | 001    | C     | 028763       | 1000.24201.000.0380 | 16.48     | GLOVES          | 822.  |
|             |    | 10967139                      | 001    | C     | 028763       | 1000.24201.000.0380 | 29.14     | MISC SUPPLIES   | 822.  |
|             |    | 10983464                      | 001    | C     | 028763       | 1000.24201.000.0380 | 7.64      | CARPET CLEANER  | 822.  |
|             |    | 11369923                      | 001    | C     | 028763       | 1000.24201.000.0380 | 138.17    | PAPER/TAPE/FOLC | 822.  |
|             |    | 11047410                      | 001    | C     | 028763       | 1000.24202.000.0379 | 211.64    | BOXES           | 822.  |
|             |    | 11411893                      | 001    | C     | 028763       | 1170.20400.000.0005 | 102.96    | BATTERIES/GLUE  | 822.  |
|             |    | 11521566                      | 001    | C     | 028763       | 1170.24201.000.0005 | 4.06      | INK             | 822.  |
|             |    | 11047410                      | 001    | C     | 028763       | 1170.24201.000.0005 | 42.32     | BOXES           | 822.  |
|             |    | 11476914                      | 001    | C     | 028763       | 1170.24201.000.0005 | 5.84      | INK PAD         | 822.  |
|             |    | 274551077                     | 001    | C     | 028728       | 1159.24201.000.0610 | 242.80    | DEATH CERTS     | 823.  |
|             |    | 274551077                     | 001    | C     | 028728       | 1159.24201.000.0610 | 206.40    | BIRTH CERTS     | 823.  |
|             |    | 274551077                     | 001    | C     | 028728       | 1159.24201.000.0610 | 47.09     | FREIGHT/SHIPPIN | 823.  |
|             |    | 102122                        | 001    | C     | 028794       | 4917.44500.000.0312 | 185.00    | COPIER          | 823.  |
|             |    | 01585520209                   | 001    | C     | 028729       | 4950.30160.000.0005 | 11.33     | MEDICAL SCREEN  | 823.  |
|             |    | 0694-002617712                | 001    | C     | 028685       | 1000.30035.000.0068 | 90.72     | NOV 2020        | 823.  |
|             |    | 0786-000568615                | 001    | C     | 028685       | 1000.30035.000.0068 | 267.30    | NOV 2020        | 823.  |
|             |    | 0786-000568616                | 001    | C     | 028685       | 1000.30035.000.0068 | 151.25    | NOV 2020        | 824.  |
|             |    | 0786-000568619                | 001    | C     | 028685       | 1000.30035.000.0068 | 318.75    | NOV 2020        | 824.  |
|             |    | 0786-000568618                | 001    | C     | 028685       | 1176.30039.000.0529 | 360.63    | NOV 2020        | 824.  |
|             |    | 10-12-100-010.000-025         | 001    | C     | 028700       | 1000.50010.000.0002 | 202.78    | 17T             | 825.  |
|             |    | 5059205946                    | 001    | C     | 028686       | 1119.24202.000.0001 | 55.18     | COPIER FEES     | 825.  |
|             |    | 5059892179                    | 001    | C     | 028687       | 1000.24201.000.0003 | 7.52      | COLOR           | 825.  |
|             |    | 5059892179                    | 001    | C     | 028687       | 1000.24201.000.0003 | 12.26     | black & white   | 825.  |
|             |    | 5060498953                    | 001    | C     | 028688       | 1000.30016.000.9616 | 44.54     | TREASURER       | 825.  |
|             |    | 5060682610                    | 001    | C     | 028795       | 1197.30143.000.0006 | 7.36      | OCT 2020        | 825.  |
|             |    | 34170117                      | 001    | C     | 028796       | 2100.30016.000.0235 | 168.53    | NOV 2020        | 825.  |
|             |    | 104195661                     | 001    | C     | 028797       | 1000.30800.000.0312 | 103.58    | 102420-11232020 | 825.  |
|             |    | 104233100                     | 001    | C     | 028798       | 1000.30500.000.0380 | 233.88    | NOV 2020        | 825.  |
|             |    | 3020922492                    | 001    | C     | 028711       | 1176.33450.000.0529 | 522.50    | ABS/TRAILER     | 826.  |
|             |    | 374381                        | 001    | C     | 028689       | 1000.24201.000.0308 | 154.43    | 2021 STICKERS   | 826.  |
|             |    | CD99129296                    | 001    | C     | 028730       | 8902.42019.000.0000 | 40,412.90 | DISINFECT ROBOT | 866.  |
|             |    | FINES & FORFEITURES FALL 2020 | 001    | E     | 110320       | 7101.50000.000.0001 | 10,412.00 | .               | 877.  |

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**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| PO          |    |              | Budget |       |              |                     |          |                 |      |  |
|-------------|----|--------------|--------|-------|--------------|---------------------|----------|-----------------|------|--|
| Prerun Date | PO | Mode Invoice | Bank   | Check | Account Code | Vendor Name         | Amount   | Description     | Chet |  |
|             |    | 4009678552   | 001    | C     | 028799       | 1000.30118.000.0380 | 47.54    | DISPOSAL        | 877. |  |
|             |    | 032792/K     | 001    | C     | 028764       | 1000.24202.000.0380 | 10.98    | SPRAY/PRIMER    | 877. |  |
|             |    | 0018873-IN   | 001    | C     | 028731       | 1170.44500.000.0005 | 161.00   | CORD REEL/SLEE  | 877. |  |
|             |    | 101442       | 001    | C     | 028732       | 1170.30100.000.0005 | 75.95    | OIL CHANGE ETC  | 877. |  |
|             |    | 9251         | 001    | C     | 028690       | 1000.30230.000.0068 | 475.00   | R STONE         | 877. |  |
|             |    | 9248         | 001    | C     | 028690       | 1000.30230.000.0068 | 342.00   | R STONE         | 878. |  |
|             |    | 9252         | 001    | C     | 028690       | 1000.30230.000.0068 | 342.00   | D POWELL        | 878. |  |
|             |    | 9236         | 001    | C     | 028690       | 1000.30230.000.0068 | 128.00   | TREASURER       | 878. |  |
|             |    | 9253         | 001    | C     | 028690       | 1000.30230.000.0068 | 380.00   | R BECHMAN       | 879. |  |
|             |    | 9250         | 001    | C     | 028690       | 1000.30230.000.0068 | 2,242.00 | RIGHTSELL       | 881. |  |
|             |    | 9241         | 001    | C     | 028690       | 1000.30230.000.0068 | 76.00    | J MASHBURN      | 881. |  |
|             |    | 9247         | 001    | C     | 028690       | 1000.30230.000.0068 | 95.00    | M HUTCHISON     | 881. |  |
|             |    | 9237         | 001    | C     | 028690       | 1000.30230.000.0068 | 266.00   | D BIRGE TORT    | 881. |  |
|             |    | 9234         | 001    | C     | 028690       | 1000.30230.000.0068 | 9,891.00 | COMMISSIONERS   | 891. |  |
|             |    | 9242         | 001    | C     | 028690       | 1000.30230.000.0068 | 95.00    | PROBATION DEPT  | 891. |  |
|             |    | 9246         | 001    | C     | 028690       | 1000.30230.000.0068 | 1,091.00 | BIRGE V HUDSON  | 892. |  |
|             |    | 9235         | 001    | C     | 028690       | 1000.30230.000.0068 | 247.00   | PLAN COMMISSION | 893. |  |
|             |    | 9244         | 001    | C     | 028690       | 1176.30230.000.0529 | 470.00   | ATTORNEY FEES   | 893. |  |
|             |    | 9240         | 001    | C     | 028691       | 4899.30050.000.0701 | 152.00   | SEPT 9 2020     | 893. |  |
|             |    | 053 157 0911 | 001    | C     | 028800       | 4900.30148.000.0303 | 353.74   | NOV 2020        | 894. |  |
|             |    | PL3893       | 001    | C     | 028765       | 1000.30800.000.0104 | 12.90    | PUBLIC NOTICE   | 894. |  |
|             |    | PL3894       | 001    | C     | 028765       | 1000.30800.000.0104 | 210.01   | PUBLIC NOTICE   | 894. |  |
|             |    | PL3886       | 001    | C     | 028765       | 1000.30800.000.0104 | 14.74    | PUBLIC NOTICE   | 894. |  |
|             |    | PL3887       | 001    | C     | 028765       | 1000.30800.000.0104 | 10.13    | PUBLIC NOTICE   | 894. |  |
|             |    | PL3888       | 001    | C     | 028765       | 1000.30800.000.0104 | 210.01   | PUBLIC NOTICE   | 894. |  |
|             |    | PL 3903      | 001    | C     | 028766       | 1000.30800.000.0312 | 24.87    | PUBLIC HEARING  | 894. |  |
|             |    | 3005394478   | 001    | C     | 028801       | 1000.30074.000.0313 | 279.64   | AUG 2020        | 894. |  |
|             |    | 3005501181   | 001    | C     | 028801       | 1000.30074.000.0313 | 279.64   | OCT 2020        | 895. |  |
|             |    | 3005443085   | 001    | C     | 028801       | 1000.30074.000.0313 | 279.64   | SEPT 2020       | 895. |  |
|             |    | 66693        | 001    | C     | 028733       | 1170.30100.000.0005 | 318.47   | GRAPHICS        | 895. |  |
|             |    | 66590        | 001    | C     | 028733       | 1170.30100.000.0005 | 374.29   | SWAT TRUCK DEC  | 896. |  |
|             |    | A37263       | 001    | C     | 028802       | 1000.21850.000.0313 | 16.78    | BRUSHES         | 896. |  |
|             |    | A37957       | 001    | C     | 028802       | 1000.21850.000.0313 | 11.28    | MINERAL SPIRITS | 896. |  |
|             |    | A39503       | 001    | C     | 028802       | 1000.21850.000.0313 | 4.50     | RUBBER TRANSTI  | 896. |  |
|             |    | A38061/1     | 001    | C     | 028692       | 1176.23546.000.0529 | 12.58    | C- CLAMP        | 896. |  |

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# Docket Voucher Register (Cumulative)

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| Prerun Date | PO   | Mode | Invoice                 | Budget |              |        | Vendor Name         | Amount                         | Description | Chet            |      |
|-------------|------|------|-------------------------|--------|--------------|--------|---------------------|--------------------------------|-------------|-----------------|------|
|             | Bank |      |                         | Check  | Account Code |        |                     |                                |             |                 |      |
|             |      |      | 000585708               | 001    | C            | 028693 | 1000.30087.000.0068 | Travelers                      | 450.20      | FLU9460         | 896. |
|             |      |      | 10212020                | 001    | C            | 028734 | 1170.33500.000.0005 | Treasurer Of State Camp Atterb | 175.96      | SWAT TRAINING   | 896. |
|             |      |      | PAYMENT 4               | 001    | C            | 028803 | 2600.65199.000.0006 | Tri County Bank & Trust        | 6,291.61    | A HYSONG RECON  | 903. |
|             |      |      | PAYMENT 7               | 001    | C            | 028803 | 2600.65225.000.0006 | Tri County Bank & Trust        | 7,096.38    | O THOMPSON REC  | 910. |
|             |      |      | 0821473744              | 001    | C            | 028767 | 1000.30075.000.0313 | Unifirst Corporation           | 55.83       | FLOOR MATS      | 910. |
|             |      |      | 0821473745              | 001    | C            | 028767 | 1000.30075.000.0313 | Unifirst Corporation           | 55.83       | FLOOR MATS      | 910. |
|             |      |      | 19201-20                | 001    | C            | 028712 | 1135.60005.000.0529 | United Consulting              | 2,300.00    | BRIDGE REPLACE  | 912. |
|             |      |      | 426431318               | 001    | C            | 028804 | 1000.30016.000.0011 | Us Bank Equipment Finance      | 293.00      | COPIER LEASE    | 912. |
|             |      |      | 02-600150909-5173209 4  | 001    | C            | 028805 | 1000.30035.000.0068 | Vectren Energy Del             | 21.54       | 092120-10212020 | 912. |
|             |      |      | 02-600572804-5506129 5  | 001    | C            | 028805 | 1000.30035.000.0068 | Vectren Energy Del             | 176.53      | 092120-10212020 | 913. |
|             |      |      | 02-600693458-5061955 9  | 001    | C            | 028805 | 1000.30035.000.0068 | Vectren Energy Del             | 53.46       | 092120-10212020 | 913. |
|             |      |      | 02-600354165-57587406 5 | 001    | C            | 028805 | 1000.30035.000.0068 | Vectren Energy Del             | 910.44      | 092120-10212020 | 914. |
|             |      |      | 02-600293589-52286713   | 001    | C            | 028805 | 1176.30035.000.0529 | Vectren Energy Del             | 58.72       | 092120-10212020 | 914. |
|             |      |      | CLAIMS                  | 001    | E            | 102720 | 4700.00033.000.0068 | Ventanex, Inc                  | 4,895.85    | WE 10/23/2020   | 918. |
|             |      |      | CLAIMS                  | 001    | E            | 110220 | 4700.00033.000.0068 | Ventanex, Inc                  | 16,480.33   | WE 10302020     | 935. |
|             |      |      | 33752                   | 001    | C            | 028735 | 1170.30100.000.0005 | Walt's Service                 | 440.20      | WHEEL BEARING   | 935. |
|             |      |      | P2063336                | 001    | C            | 028699 | 5100.00028.000.0000 | Washington National Insurance  | 1,631.75    | NOV 2020        | 937. |
|             |      |      | 101459862               | 001    | C            | 028694 | 1000.30016.000.9616 | Wells Fargo Financial          | 104.74      | AUDITOR         | 937. |
|             |      |      | 104195021               | 001    | C            | 028694 | 1000.30016.000.9616 | Wells Fargo Financial          | 85.98       | TREASURER       | 937. |
|             |      |      | 104264367               | 001    | C            | 028806 | 1000.30016.000.0271 | Wells Fargo Financial          | 259.23      | 81220-11112020  | 937. |
|             |      |      | 100120                  | 001    | C            | 028695 | 1000.30105.000.0068 | West Central Solid Waste       | 33,355.50   | 2020 MOCO       | 971. |
|             |      |      | 100120                  | 001    | C            | 028807 | 1000.30083.000.0068 | West Central Solid Waste       | 3.00        | 2020 3 DRAFT    | 971. |
|             |      |      | Y28876                  | 001    | C            | 028713 | 1176.33450.000.0529 | West Side Tractor Sales        | 809.28      | COOLING PACKAG  | 972. |
|             |      |      | AO6248                  | 001    | C            | 028713 | 1176.44500.000.0529 | West Side Tractor Sales        | 3,900.00    | 1 MONTH CONTRA  | 976. |
|             |      |      | 20P46582                | 001    | C            | 028714 | 1176.23523.000.0529 | Wiers International            | 368.39      | ROD             | 976. |
|             |      |      | 20P46478                | 001    | C            | 028714 | 1176.23523.000.0529 | Wiers International            | 72.82       | FILTER          | 976. |
|             |      |      | 20P46264                | 001    | C            | 028714 | 1176.23523.000.0529 | Wiers International            | 133.68      | SHIELD DUST     | 976. |
|             |      |      | 20P46597                | 001    | C            | 028714 | 1176.23523.000.0529 | Wiers International            | 330.74      | REGULATOR ETC   | 976. |
|             |      |      | 20P46425                | 001    | C            | 028714 | 1176.23523.000.0529 | Wiers International            | 585.81      | FUEL FILTER ETC | 977. |
|             |      |      | 20P46685                | 001    | C            | 028714 | 1176.23523.000.0529 | Wiers International            | 205.32      | REGULATOR/MOT   | 977. |
|             |      |      | 6722653                 | 001    | C            | 028715 | 1176.23523.000.0529 | Winzer Corporation             | 293.25      | MISC SUPPLIES   | 978. |
|             |      |      | 157398                  | 001    | C            | 028736 | 1170.30100.000.0005 | York Chrysler Dodge Jeep Inc.  | 262.00      | VEHICLE REPAIR  | 978. |

Location: 0000

43,684.35

Financial System

11/04/2020 04:23 PM by dbusse

**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

| Prerun Date | PO | PO   |         | Bank | Check | Budget       |  | Vendor Name    | Amount     | Description | Check |
|-------------|----|------|---------|------|-------|--------------|--|----------------|------------|-------------|-------|
|             |    | Mode | Invoice |      |       | Account Code |  |                |            |             |       |
|             |    |      |         |      |       |              |  | Location: 0001 | 13,650.45  |             |       |
|             |    |      |         |      |       |              |  | Location: 0002 | 202.78     |             |       |
|             |    |      |         |      |       |              |  | Location: 0003 | 583.62     |             |       |
|             |    |      |         |      |       |              |  | Location: 0005 | 2,497.98   |             |       |
|             |    |      |         |      |       |              |  | Location: 0006 | 281,480.79 |             |       |
|             |    |      |         |      |       |              |  | Location: 0007 | 340.00     |             |       |
|             |    |      |         |      |       |              |  | Location: 0008 | 140.50     |             |       |
|             |    |      |         |      |       |              |  | Location: 0009 | 274.02     |             |       |
|             |    |      |         |      |       |              |  | Location: 0011 | 615.95     |             |       |
|             |    |      |         |      |       |              |  | Location: 0068 | 275,144.50 |             |       |
|             |    |      |         |      |       |              |  | Location: 0104 | 972.07     |             |       |
|             |    |      |         |      |       |              |  | Location: 0201 | 326.00     |             |       |
|             |    |      |         |      |       |              |  | Location: 0202 | 110.00     |             |       |
|             |    |      |         |      |       |              |  | Location: 0232 | 9,071.98   |             |       |
|             |    |      |         |      |       |              |  | Location: 0235 | 5,179.20   |             |       |
|             |    |      |         |      |       |              |  | Location: 0271 | 1,281.28   |             |       |
|             |    |      |         |      |       |              |  | Location: 0303 | 27,209.69  |             |       |
|             |    |      |         |      |       |              |  | Location: 0308 | 154.43     |             |       |
|             |    |      |         |      |       |              |  | Location: 0312 | 562.52     |             |       |
|             |    |      |         |      |       |              |  | Location: 0313 | 3,403.49   |             |       |
|             |    |      |         |      |       |              |  | Location: 0379 | 211.64     |             |       |
|             |    |      |         |      |       |              |  | Location: 0380 | 16,363.55  |             |       |
|             |    |      |         |      |       |              |  | Location: 0529 | 191,428.33 |             |       |
|             |    |      |         |      |       |              |  | Location: 0610 | 560.61     |             |       |
|             |    |      |         |      |       |              |  | Location: 0701 | 49,440.56  |             |       |
|             |    |      |         |      |       |              |  | Location: 9616 | 235.26     |             |       |
|             |    |      |         |      |       |              |  | Location: 9655 | 53,185.75  |             |       |
|             |    |      |         |      |       |              |  | Total:         | 978,311.30 |             |       |

Financial System

11/04/2020 04:23 PM by dbusse

**Docket Voucher Register (Cumulative)**

Montgomery

Begin Date: 10/27/2020

End Date: 11/09/2020

| PO             |    |              | Budget |       |                     |                     |           |                 |        |
|----------------|----|--------------|--------|-------|---------------------|---------------------|-----------|-----------------|--------|
| Prerun Date    | PO | Mode Invoice | Bank   | Check | Account Code        | Vendor Name         | Amount    | Description     | Cher   |
| 10/31/2020     |    |              | 001    | E     | 5100.00014.000.0000 | Ind Dept Of Revenue | 10,472.26 | DDCIR-STATE TAX | 988,   |
| 10/31/2020     |    |              | 001    | E     | 5100.00014.000.0000 | Ind Dept Of Revenue | 10,647.41 | DDCIR-STATE TAX | 999,   |
| 10/31/2020     |    |              | 001    | E     | 5100.00014.000.0000 | Ind Dept Of Revenue | 7,340.71  | DDCIR-COUNTY TA | 1,006, |
| 10/31/2020     |    |              | 001    | E     | 5100.00014.000.0000 | Ind Dept Of Revenue | 7,474.48  | DDCIR-COUNTY TA | 1,014, |
| Location: 0000 |    |              |        |       |                     |                     | 35,934.86 |                 |        |
| Total:         |    |              |        |       |                     |                     | 35,934.86 |                 |        |

Financial System

11/04/2020 04:23 PM by dbusse

F

**Docket Voucher Register (Cumulative)**

Begin Date: 10/27/2020

End Date: 11/09/2020

Montgomery

|                    |    | PO   |         |      |       | Budget       |             |              |             |       |  |  |  |
|--------------------|----|------|---------|------|-------|--------------|-------------|--------------|-------------|-------|--|--|--|
| Prerun Date        | PO | Mode | Invoice | Bank | Check | Account Code | Vendor Name | Amount       | Description | Check |  |  |  |
| Electronic Totals: |    |      |         |      |       |              |             | 128,155.15   |             |       |  |  |  |
| Check Totals:      |    |      |         |      |       |              |             | 886,091.01   |             |       |  |  |  |
| Prerun Totals:     |    |      |         |      |       |              |             | 35,934.86    |             |       |  |  |  |
| Regular Totals:    |    |      |         |      |       |              |             | 978,311.30   |             |       |  |  |  |
| Grand Totals:      |    |      |         |      |       |              |             | 1,014,246.16 |             |       |  |  |  |

Financial System

11/04/2020 04:23 PM by dbusse

F

## **MINUTES MONTGOMERY COUNTY COMMISSIONER MEETING MONDAY, OCTOBER 26, 2020**

The Montgomery County Commissioners met in regular session on Monday, October 26, 2020 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

Present were Board members Board President Commissioner James Fulwider, Vice President Commissioner John Frey and Commissioner Dan Guard. Also present Board Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; E911 Director Sherri Henry; Treasurer Heather Laffoon; County Engineer Jim Peck; Sheriff Ryan Needham; and Health Administrator Amber Reed.

### **CALL TO ORDER**

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

### **CONSENT AGENDA**

**Approval of Claims – October 12, 2020 to October 26, 2020**

**Approval of Minutes – October 12, 2020**

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

### **NEW BUSINESS**

#### **Request from Probation Department for Monthly Sanitizing**

Chief Deputy Probation Officer Mark Bickel appeared before the Board requesting to use the Indiana Criminal Justice Institute for COVID-19 related expenses for the Court system. Officer Bickel stated the department received two quotes from Menard's as well as a quote from a company out of Illinois and the Illinois company came in at a lower price. The Commissioners requested that the Probation Department use the local company for the 15 month sanitizing and anti-microbial treatments. *Commissioner Frey moved to approve the request to expend grant funds for the 15 month of sanitizing by the local company. Seconded by Commissioner Guard. Motion passed 3-0.*

#### **Authorizing the 2021 Bid Notice – Highway Department**

*Commissioner Guard moved to approve the 2021 Annual Bid Notice with the bids being due on Monday, November 23, 2020 @ 8:00 am. Seconded by Commissioner Frey. Motion passed 3-0.*

#### **Approval of 2021 Insurance Plans including Rates**

Apex representatives Patti Boudrot and Bill Sylvester appeared before the Commissioners explaining the proposed 2021 Medical/Dental/Vision/Life/Long Term-Short Term Disability premiums. Commissioner Guard advised that he met with Ms. Boudrot & Mr. Sylvester and has determined that it is a good plan for the County and also discussed the need to better communicate with the employees how the plan works and where employees should go if they should have questions. *Commissioner Guard moved to approve the 2021 Health Insurance package as proposed at the mid-point to keep the contributions for employees the same on a 26 week pay schedule. Meetings will be scheduled with department heads and employees in the upcoming weeks to go over the the plan and the importance of new hires understanding the plan and how it works. Motion passed 3-0.*

### **ORDINANCES**

**2<sup>ND</sup> Reading [Ordinance 2020-36 – Creating HMEP 2020 Hazmat Grant Fund - \\$13,795](#)**





EMA Director Shari Harrington advised the grant is for the purpose of equipment related to its mass notification system. *Commissioner Frey moved to approve Ordinance 2020-26. Seconded by Commissioner Guard. Motion passed 3-0.*

**2<sup>nd</sup> Reading [Ordinance 2020-37 – Establishing Montgomery County Mapping Department](#)**

Attorney Dan Taylor explained the descriptions in the ordinance has been revised to include “The Mapping Department is to administer the GIS mapping services, other mapping services and to administer the Address Confidentiality Policy and Address Numbering System of the Montgomery County Government. *Commissioner Guard moved to approve Ordinance 2020-35 as presented. Seconded by Commissioner Frey. Motion passed 3-0.*

**BID OPENINGS**

**Information Technology Equipment Bid – No bids received**

**Access Road to Landfill Quote**

Attorney Dan Taylor opened (1) quote received from Conner Excavating - \$66,657.00

*Commissioner Frey moved to approve the Conner Excavating quote contingent on the engineer’s review and approval. Seconded by Commissioner Guard. Motion passed 3-0.*

**Bridge 79 Bid**

Attorney Dan Taylor opened the following (5) bids:

- 1) Duncan Robertson - \$1,784,141.10
- 2) Milestone - \$1,442,000
- 3) H I S Contractors - \$1,707,800
- 4) White Construction - \$1,481,000
- 5) Calcumet Civil Contractors - \$2,077,000

*Commissioner Guard moved to take the bids under advisement for review. Seconded by Commissioner Frey. Motion passed 3-0.*

**OTHER BUSINESS**

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

Stacey Byers – 5 years – Prosecutor’s Office

Nisha Swank – 10 years – Sheriff’s Department

Albert Lowe – 20 years – Highway Department

Commissioner Fulwider advised that he will be providing minimum bids to the Auditor for the next Commissioners Certificate Sale within the week.

**ADJOURNMENT**

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

Meeting adjourned at 8:48 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, November 9, 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**

DRAFT

# Declaration of Public Health Emergency

Thursday, November 05, 2020 4:00 PM

County Attorney Dan Taylor is preparing the Declaration and will present it at the Commissioners' meeting.

The current Declaration has expired. The new Declaration allows the Commissioners to continue to act quickly regarding issues related to the Covid-19 Pandemic.

# PVDNet Agreement - Amendment 1

Thursday, October 29, 2020 2:26 PM

## PVDNET AGREEMENT

### AMENDMENT 1

Montgomery County has elected to move their current PVDNet® access to the PVDNet Cloud®. All data will be moved to the GUTS cloud. GUTS will maintain all support, software maintenance, system backups, Microsoft updates etc., on the environment.

This will increase the annual support and maintenance for the product to \$39,380.00 and will begin January 1, 2021.

#### (Government Utilities Technology Service, Inc.)

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

#### (Montgomery County:)

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_ County Board of County Commissioners

By: \_\_\_\_\_  
Commissioner, \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner, \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner, \_\_\_\_\_ Dated: \_\_\_\_\_

Jennifer,

Sorry for the delay with this. This is becoming a very common move for a lot of different software so we are very familiar with this. I think a lot of great questions have already been answered. Please just let us know when it comes time how we can assist with the transition!

Thanks,  
Brendan Bratcher  
Information Technology Consultant  
Edge Information Technologies  
[www.edgeit.com](http://www.edgeit.com)

The information contained in this email message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any review, dissemination, distribution or copying is strictly prohibited. If you have received this email message in error, please notify the sender by reply e-mail and delete the message and any attachments.

**From:** Montgomery County IT Support <  
**Sent:** Thursday, September 17, 2020 12:08 PM  
**To:** Aaron Wesley <; Brendan Bratcher <; montsupport <; Jacob Sarver <  
**Subject:** New Incident #16,112

Title: FW: Montgomery County PVD CLOUD

Good Afternoon.

As you can see by the email trail below, I have had conversations with G-UTS about moving our PVD (property taxation software) services to the PVDNet Cloud for easier access should it ever become necessary for staff to work remotely, etc. I have discussed it briefly with Treasurer Laffoon and learned that she is also fine with moving PVD to the cloud.

I have attached the contract amendment that would need to be approved by the Commissioners in order for this to happen. It's pretty short, and the bottom line is that it would result in an increase on our annual PVD contract of 10%, or \$3,580. They will not charge us for 2020, so it is not something that I will be able to get paid for by the CARES Act Grant (as it sits right now, anyway).

I had several questions for the team at G-UTS, and have provided their answers below. I am certain they would be happy to answer any additional questions you may have about this. It does also eliminate the need for Edge IT to maintain a server and backups for that system.

Please let me know your thoughts on this, or if any of you would like me to track down other info. Personally, I would like to see an agreement from G-UTS that outlines the security/backup/conversion details, but I will defer to Dan T. for his guidance on that.

Thank you for your consideration.

Jennifer Andel

Montgomery County Auditor

100 E Main St Rm 102

Crawfordsville, Indiana 47933

From: Grant Goodnight

Sent: Thursday, September 17, 2020 11:10:20 AM

To: Gretchen Smith ; GIS Admin

Subject: RE: Montgomery County

1. How exactly will this change the way things are with our current server/database situation, as far as IT is concerned?

\* There will be no need to IT to maintain an on-prem server anymore. \* No need for GUTS staff to any longer have VPN access to your site. \* Frees up IT time and resources for other tasks. \* Eliminates need for IT to do Windows Server updates. \* Eliminates need to ensure data backups.

1. Can you talk a little bit about how the information is protected on the cloud?

\* Multiple layers of physical and virtual redundancy to ensure uptime and scalability. \* Multiple layers of intrusion prevention. \* Application testing preventing vulnerabilities in software. \* HTTP request monitoring and filtering. \* Guarantee 99.999% uptime. \* Full backups of the data taken daily with 15 incremental database backups there after giving point-in-time restorability. \* Backups stored both onsite and offsite for protection. \* Full backups stored offsite in secured facility for a period of 2 years. \* 30 days of backups stored onsite for quick access. \* Each cloud client is presented with a customized disaster recovery plan.

1. Since it will be viewable from anywhere over the internet is there a way to set up a public, read-only login/display/etc., that can be reached via a link on our website?

\* While this is technically possible given the way PVDNet® is hosted, it is not something we support. The application was designed as an application, not as a website for public consumption and it is inherently more risky to offer this level of access. You may still provide public access within your internal office as you do now. \* For public display of information, we support online portals which will access our API to display information in a public website with real-time information from your system. We can discuss further if this is something you are interested in.

1. Will this impact any of the methods by which we obtain info from other software systems (i.e. x-soft) or how the data from PVD is shared with other systems (i.e. Beacon)?

\* Short answer is no; however we will need to evaluate how each vendor is obtaining data currently and put into place a solution which achieves their current level of access. \* This is done at no cost to the county or other vendors.

Grant Goodnight

President

P: 765.481.2851 | F: 765.535.5044

| [www.g-uts.com](http://www.g-uts.com) | LinkedIn

# Hazardous Materials Emergency Response Plan

Friday, November 6, 2020 5:09 PM

The Plan will be sent to the Commissioners in a separate communication due to the size of the Plan.



Montgomery County Local Emergency Planning Committee  
Hazardous Materials Emergency Response Plan

MONTGOMERY COUNTY  
LOCAL EMERGENCY PLANNING COMMITTEE

HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN


ORDER OF PROMULGATION

This plan has been adopted by the Montgomery County Local Emergency Planning Committee (LEPC), and approved by the Montgomery County Commissioners as the *Montgomery County Hazardous Materials Emergency Response Plan*.

This plan was developed for incidents involving transportation, use, storage, and/or manufacturing of hazardous materials within the jurisdictional boundaries of Montgomery County, Indiana. It complies with applicable local, State, and Federal guidelines and provides policies and procedures, which should be followed when planning for and responding to hazardous material incidents in Montgomery County, Indiana.

MONTGOMERY COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

Approved this 19 day of October, 2020

  
Chair

  
Vice Chair

  
Secretary/Treasurer

Adopted this ~~26~~ day of ~~October~~, 2020, by the Montgomery County Board of Commissioners.  
9th November

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attested By:

# Truck Lease Quote

Tuesday, November 03, 2020 11:42 AM

## Lease Quotes:

Tri County: 1.75%

HHSB: 3.31%

### **Tri County State Bank Lease Quote**

Please see below Tri-County Bank bid for the (2) new dump trucks.

Fixed Rate of 1.75% for 59 months

**1. Monthly payments**

59 Payments of \$6,410.96

UCC's released on receipt of all payments due for both quotes

**2., Quarterly payments in Arrears**

(no payment due until 3 months after closing and then quarterly thereafter)

20 Quarterly Payments of \$18,952.28

UCC's released on receipt of all payments due for both quotes

**3. Semi-Annual Payments in arrears**

(no payment due until 6 months after closing and then semi-annual thereafter).

10 Semi-Annual payments of \$37,983.56

UCC's released on receipt of all payments due for both quotes



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November 5, 2020

Jim Peck Montgomery County Engineer  
Montgomery County Highway Department  
110 West South Boulevard Suite A  
Crawfordsville, IN 47933

Jim Peck:

In coordination and in partnership with Hoosier Hartland State Bank, BB Community Leasing Services, Inc. (BBCLSI) ("Lessor") is pleased to submit the following lease proposal. This proposal is for evaluation and discussion purposes only and should not be considered as a commitment by the Lessor or any other party. The Lessor will not be obligated to lease any property to the lessee until the Lessor agrees in writing to do so. The following equipment lease proposal is in response to your communication sent to Hoosier Hartland State Bank and generally covers the personal property described below under "Equipment Description". Our proposed lease terms are as follows:

#### **PARTIES TO AGREEMENT**

|                                  |  |
|----------------------------------|--|
| <b>Lessor &amp; Partner Bank</b> | BB Community Leasing Services, Inc. and Hoosier Hartland State Bank                        |
| <b>Vendor(s)</b>                 | Palmer Trucks  |
| <b>Lessee</b>                    | Montgomery County Highway Department<br>110 West South Boulevard, Crawfordsville, IN 47933 |

#### **EQUIPMENT**

|                              |  |
|------------------------------|--|
| <b>Equipment Location</b>    | 110 West South Boulevard, Crawfordsville, IN 47933 or as advised |
| <b>Equipment Description</b> | 2 New Kenworth T440 Trucks                                       |
| <b>Equipment Cost</b>        | \$362,138.00   |

#### **MUNICIPAL LEASE TERMS, CONDITIONS & LESSEE COVENANTS**

|                |  |
|----------------|--|
| <b>General</b> | The above referenced proposal for a Lease-Purchase Agreement is to provide financing for the purchase of equipment rather than for the short-term rental of equipment. For this reason, periodic payment amounts are calculated to amortize the full cost of the equipment over the agreed payment term. Because we do not consider your repayment commitment to be a debt obligation, as that term would be defined by State constitution or regulations, the proposed contract includes a non-appropriation clause and is subject to funds being encumbered for repayment on an annual basis. This non-appropriation clause provides some risk to the lessor that the equipment will be returned during the life of the contract rather than being paid in full. |
|----------------|--|

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7700 Mineral Point Road, , Madison, Wisconsin 53717 - Phone: (608) 829-5533 - Fax: (608) 829-5590

**Lessee Covenants**

Lessee makes the following covenants and representations:

- Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the state where the lessee is located ("State") with full power and authority to enter into the proposed agreement.
- Lessee will duly authorize any proposed agreement by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval.
- The equipment will be used by lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of lessee consistent with the permissible scope of lessee's authority.
- Lessee has an immediate need for the equipment subject to the proposal.
- The estimated total cost of the equipment will not be less than the total principal portion of the rental payments.
- The proposed equipment is expected to be ordered within 6 months of the commencement date, and all amounts deposited in escrow to pay for the equipment, and interest earnings, will be expended on costs of the equipment and the financing within 3 years of commencement date.
- No proceeds of any lease will be used to reimburse lessee for expenditures made more than 60 days prior to the commencement date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance.
- Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the rental payments, or (ii) that may be used solely to prevent a default.
- Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of rental payments from gross income for purposes of federal income taxation.
- Lessee intends that each proposed lease not constitute a "true" lease for federal income tax purposes.
- Lessee will designate the proposed lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code.
- The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by lessee and all subordinate entities during the calendar year in which the lease is executed is not reasonably expected to exceed \$10,000,000.
- Lessee and all subordinate entities will not issue in excess of \$10,000,000 of tax-exempt obligations (including the proposed lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which this lease is executed without first obtaining an opinion of nationally recognized counsel acceptable to lessor that the designation of the lease as a "qualified tax-exempt obligation" will not be adversely affected.

**GENERAL TERMS & CONDITIONS****Lease Equipment Cost**

Total cost is not to exceed 10% of the amount stated within the "Financial Terms" section of this proposal (See Exhibit A) without prior consent by lessor. Cost to include all monies paid by lessor to acquire the equipment. These costs include but are not limited to sales tax, brokers fees and any other fees required to obtain clear ownership to the equipment.

**Lease Commencement Date**

The "commencement date" is the date when interest commences to accrue. This date will be the earlier of (i) the date the proposed equipment is accepted by lessee or (ii) the date any monies to purchase the proposed equipment are deposited with an escrow agent or vendor.

|                                  |  |
|----------------------------------|--|
| <b>Lease Term</b>                | The "lease term" means the original term and all renewal terms. The "original term" means the period from the commencement date for each lease until the end of lessee's current fiscal year. The "renewal term" means each subsequent fiscal year of lessee through the end date of the lease.  |
| <b>Payment (per month)</b>       | <p>The rents are to be due on the 1<sup>st</sup> of each month annually with each payment made in advance, unless specifically stated otherwise within the "Financial Terms" section of this proposal (See Exhibit A).</p> <p>Should the Lease Commencement Date occur on any date other than the date on which the first payment is scheduled to be due, as define within the "Financial Terms" section of this proposal (See Exhibit A), the lessee will incur additional interest costs for this interim period based on the amount advanced by the lessor to acquire the equipment.</p> <p>Rental payments consist of principle and interest portions. Lessee understands that their obligation to pay rental payments constitutes a current expense and shall not be construed to be a debt in violation of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness. Additionally, the proposed lease is not intended to create a pledge of the general tax revenues, funds or monies of lessee.</p>                               |
| <b>Payment Adjustment</b>        | Lessee acknowledges that the amount of the lease rental is predicated on prevailing market rates. The lease payments proposed are valid through the date listed in the attached proposal and subject to lessor underwriting. Additionally, the lessor will have the right to adjust the monthly rental payments should the prevailing market rates increase before the final delivery and acceptance of equipment by the lessee. Specifically, the lessor may adjust the lease payments for each ¼% increase in an index rate in effect on the date of acceptance of the lease proposal by lessee. The payment adjustment will be calculated in a manner to preserve the lessor's yield at time of preparation of original proposal. The lease payments will remain constant upon final delivery & acceptance of equipment by lessee, unless specifically stated to the contrary within the "Financial Terms" section of this proposal (See Exhibit A). The index rate to be used, if applicable, will be established within the "Financial Terms" section of this proposal (See Exhibit A). |
| <b>Security Deposit</b>          | A security deposit will be collected at time of authorizing the lease agreement as specified in the "Financial Terms" section of this proposal (See Exhibit A).  |
| <b>Taxes &amp; Fees</b>          | Lessee will pay all fees, assessments, sales, use, property and other taxes imposed upon lessor for ordering, obtaining and financing the proposed property. This will also include any registration and licensing fees.   |
| <b>Insurance</b>                 | Prior to the delivery of the leased assets, lessee, at its sole cost & expense, will provide all-inclusive physical damage and liability insurance in the joint names of the lessor and lessee, in amounts & form satisfactory to lessor. If lessee fails to provide evidence of insurance acceptable to lessor, lessor has the right, but not the obligation, to obtain insurance covering lessor's interest in the proposed equipment. Lessor may add the costs of acquiring and maintaining such insurance, and fees for the service of placing and maintaining such insurance to the amounts due under the proposed lease.   |
| <b>Maintenance &amp; Repairs</b> | Lessee at its sole cost and expense will be required to maintain the equipment in good operating condition, according to prescribed manufacturer's standards and the equipment must be able to perform its function after lease termination.   |
| <b>Financial Statements</b>      | Lessee will furnish financial statements if requested, including operating figures and other supporting statements as required by lessor, at year end or interim periods during the life of the  |

lease.

|                             |  |
|-----------------------------|--|
| <b>Lessee Fees</b>          | A documentation fee will be due at the inception of the lease as defined within "Financial Terms" section of this proposal (See Exhibit A).  |
| <b>Pre-payment</b>          | The proposed lease may be prepaid without penalty. An amortization schedule will be provided as part of the lease documentation package that defines pay-off amounts at any time during the term of the agreement.               |
| <b>Transaction Expenses</b> | All parties to this lease shall be responsible for the payment of their own legal expenses.  |
| <b>Return Provisions</b>    | Lessee will be required to return property to lessor at lessee's expense.  |
| <b>Title</b>                | Title to the equipment shall vest in lessee subject to lessor's rights under the lease. Title will immediately transfer from lessee to lessor upon any termination of the lease due to non-appropriation or an event of default. |
| <b>Security Agreement</b>   | Lessor will file a UCC-1 security interest in the property subject to the lease.   |

#### **PROPOSAL ACCEPTANCE TERMS**

|   |   |
|---|---|
| <b>Lease Commitment Fee</b>               | Lessee shall remit a commitment fee of <b>\$0.00</b> to the lessor in good faith when this proposal is signed and accepted. This fee will be used to reduce the first rental payment due, if the lessee proceeds with the lease described in this proposal. If for any reason the lessee decides not to proceed with the lease, the fee will be considered earned by the lessor to compensate the lessor for evaluation expenses. If the lessor decides to reject the lease, the fee will be returned to the lessee within thirty days after said rejection notice. |
| <b>Proposal Expiration Date</b>           | This proposal expires ninety (90) days from the date first written above. Please note that the proposed pricing is subject to change per the "Payment Adjustment" provisions noted above.   |
| <b>Lessor's Commitment</b>                | This proposal is subject to lessor's credit review and is not binding until approved by lessor's designated Lease Committee and documentation is mutually satisfactory and authorized accordingly by lessor and lessee.   |
| <b>Underwriting Information Requested</b> | <b><u>Municipal Transactions &lt; \$100,000</u></b><br>1) Equipment Lease Application-small ticket muni application<br><br><b><u>Municipal Transactions &gt; \$100,000</u></b><br>1) Equipment Lease Application-regular muni application<br>2) Audited financial statements for most recent two fiscal years.  |

Thank you for the opportunity to present this proposal on behalf of and in conjunction with Hoosier Hartland State Bank. We look forward to serving you as this project progresses. Please call with questions.

Sincerely,



\_\_\_\_\_  
BB Community Leasing Services, Inc.  
Linda Lease, President



\_\_\_\_\_  
Hoosier Hartland State Bank

The terms of this proposal are accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Lessee: Montgomery County Highway Department

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

Printed Name & Title:



**BB Community Leasing Services, Inc.**  
**Hoosier Hartland State Bank**  
Supplemental Information

**Exhibit A-Financial Terms**

To be made part of and attached to equipment lease proposal to  
Montgomery County Highway Department dated November 5, 2020

| <b>Lease Assumptions (Applicable to all Proposed Alternatives)</b> |                    |
|--|--------------------|
| Equipment Cost, in Aggregate (See Page 1 for individual cost)      | \$362,138.00       |
| Security Deposit   | \$0                |
| Documentation Fee  | \$0                |
| Forecasted Delivery & Acceptance Date (Lease Commencement Date)    | 5/1/2021           |
| Forecasted 1 <sup>st</sup> Payment Date **                         | 11/1/2021          |
| Lease Payment Rate "Locked"  | Yes; thru 5/1/2021 |
| Payment Adjustment Rate Index                                      | N/A                |
| Index Rate   | N/A                |

| <b>Proposal Options</b>   |             |                          |                       |                           |                           |                                       |                  |
|---|-------------|--------------------------|-----------------------|---------------------------|---------------------------|---------------------------------------|------------------|
| (Note: Each line/row represents a separate & distinct pricing option) |             |                          |                       |                           |                           |                                       |                  |
| <b>Option</b>   | <b>Term</b> | <b>Payment Frequency</b> | <b>Payment Amount</b> | <b>End of Term Option</b> | <b>End of Term Amount</b> | <b>End of Term % of Original Cost</b> | <b>Eff. Rate</b> |
| <b>\$362,138.00</b>   |             |                          |                       |                           |                           |                                       |                  |
| Option 1  | 5 years     | Semi-Annual              | \$39,591.29**         | Purchase                  | \$0                       | N/A                                   | 3.31%            |

\*\* Payment calculated assuming first payment commences six months after funding date.

# Business Associate Agreement

Wednesday, November 04, 2020 1:01 PM

## TRUE RX

### Business Associate Agreement

#### County of Montgomery, Indiana

This Business Associate Agreement ("**Agreement**") is made and entered this Second of November, 2020 hereinafter referred to as the "**Effective Date**", by and between **True Rx Management Services, Inc.**, with primary offices located at 7 Williams Bros. Drive, Washington, Indiana 47501 ("**Business Associate**") and **County of Montgomery, Indiana** with primary offices located at **100 East Main Street, Crawfordville, IN 47933** ("**Covered Entity**") (each a "Party" and collectively the "Parties").

#### WITNESSETH:

WHEREAS, Business Associate will provide certain management and administrative services to Covered Entity that may require the disclosure of certain protected health information ("PHI"), which must be maintained confidential in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. 104-191, and the accompanying regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") and 45 C.F.R. Parts 160, 162, 164 (the "Security Rule") (collectively, the "HIPAA Regulations"), as amended and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5; and

WHEREAS, pursuant to the HIPAA Regulations and the HITECH Act, Covered Entity and Business Associate must agree in writing to comply with certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives may access paper and/or electronic records containing PHI in carrying out their obligations to Covered Entity pursuant to either an existing or contemporaneously executed agreement for services ("Services Agreement"); and

WHEREAS, the Parties desire to enter into this Agreement to comply with the HIPAA Regulations and the HITECH Act, and to amend any agreements between them, whether oral or written, with the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein the parties agree as follows:

1. **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in the HIPAA Regulations and the HITECH Act, as amended.

#### 2. **Services Agreements.**

2.1. Existing Services Agreements. Covered Entity and Business Associate are parties to the following Services Agreements executed prior to the Effective Date and currently in effect (if any):

| Agreement:                  | Services:                       | Date of Agreement: |
|-----------------------------|---------------------------------|--------------------|
| Pharmacy Services Agreement | Prescription Benefit Management | 1/1/2021           |

All existing Services Agreements between the Parties are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

2.2 **Use and Disclosure of PHI to Provide Services.** Business Associate will not use or further disclose PHI other than: (i) as permitted or required by the terms of the Services Agreement or this Agreement; (ii) as required by law; or (iii) as expressly permitted by HIPAA or the HITECH Act. Except as otherwise provided herein, Business Associate may make any and all uses or disclosures of PHI necessary to perform its obligations under the applicable Services Agreement. All other uses or disclosures not authorized by this Agreement are prohibited.

3. **Additional Business Associate Activities.** Except as otherwise provided in this Agreement, Business Associate may also:

3.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

3. **Additional Business Associate Activities.** Except as otherwise provided in this Agreement, Business Associate may also:

3.1 Use the PHI in its possession for its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

3.2 Disclose the PHI in its possession for the purpose of its proper management and administration and/or to fulfill any present or future legal responsibilities of Business Associate. Business Associate represents to Covered Entity that (i) any disclosure it makes will be permitted under applicable laws; and (ii) Business Associate will obtain reasonable written assurances from any person to whom the PHI will be disclosed that the PHI will be held confidentially and used or further disclosed only as required and permitted under the Privacy Rule and other applicable laws, that any such person agrees to be governed by the same restrictions and conditions contained in this Agreement.

3.3 Aggregate Covered Entity's PHI in Business Associate's possession with the PHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate to such other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to its Health Care Operations, as such term is defined in the Privacy Rule. Business Associate will not disclose the PHI obtained from Covered Entity to another covered entity absent written authorization from Covered Entity.

3.4 De-identify any and all PHI provided that the de-identification conforms to the requirements of applicable law as provided for in 45 C.F.R. § 164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 C.F.R. § 164.514(b). The Parties understand that properly de-identified information is not PHI under the terms of this Agreement.

4. **Business Associate Covenants.**

4.1 **Appropriate Safeguards.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI or access to ePHI, other than as provided for by this Agreement. For ePHI, appropriate safeguards means all the safeguards of the Security Rule and shall include the technologies and methodologies prescribed by the Secretary of HHS in 74 Fed Reg. 42740 (August 24, 2009), as amended from time to time.

4.2 **Full Compliance with Security Rule.** Business Associate shall comply with all standards and implementation specifications set out in 45 C.F.R. §§ 164.309, 164.310, 164.312, and 164.316, to ensure protection of ePHI it creates, receives, maintains or transmits on behalf of Covered Entity.

4.3 **Minimum Necessary.** Business Associate may only use or further disclose the minimum necessary PHI in performing the activities called for under the Services Agreement; and may not use or further disclose PHI except as permitted under this Agreement, the Privacy Rule, and applicable state law, each as amended from time to time.

4.4 **Reporting of Unauthorized Uses or Disclosures of PHI.**

4.4.1 Upon discovering a Breach of Unsecured PHI, Business Associate agrees to notify Covered Entity immediately, but in no event later than twenty (20) days from the date the Breach of

4.4.2 Business Associate will monitor for attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in Business Associate's information system ("Security Incident"). Business Associate will report any successful Security Incident rising to the level of a Breach to Covered Entity in accordance with Section 4.4.1. Business Associate will log all attempted but unsuccessful Security Incidents and report to the Covered Entity upon request, but at least annually, in accordance with 45 C.F.R. § 164.314.

4.5 **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI.

4.6 **Subcontractors and Agents.** Business Associate agrees to require that any subcontractors or agents to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information under this Agreement, and to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of PHI created, received, transmitted or maintained by Business Associate or such third party in connection with this Agreement.

4.7 **Policies and Procedures.** Business Associate will comply with Covered Entity policies and procedures with respect to the privacy and security of PHI and other Covered Entity records, as well as policies and procedures with respect to access and use of Covered Entity's equipment and facilities.

4.8 **Patient Privacy Rights.** Business Associate will provide the rights of access, amendment, and accounting as set forth in Sections 6, 7, and 8.

4.9 **Marketing, Fundraising and Sale of PHI.** Business Associate shall not: (i) use or disclose PHI for fundraising or marketing purposes unless expressly permitted by Covered Entity, and in accordance with

accounting as set forth in Sections 6, 7, and 8.

4.9 **Marketing, Fundraising and Sale of PHI.** Business Associate shall not: (i) use or disclose PHI for fundraising or marketing purposes unless expressly permitted by Covered Entity, and in accordance with § 13406(a) of the HITECH Act; or (ii) disclose PHI to a health plan for payment or health care operations purposes if the individual has requested a restriction on uses and disclosures of PHI for marketing and/or fundraising activities and paid out of pocket in full for the health care item or services to which the PHI solely relates; or (iii) directly or indirectly receive remuneration in exchange for PHI, including sale of Electronic Health Records ("EHR"), except with the prior written consent of Covered Entity and as permitted by the HIPAA Regulations or the HITECH Act.

5. **Covered Entity Covenants.** Covered Entity covenants to notify Business Associate within five (5) business days of receipt of any material limitations to the consents or authorizations obtained by Covered Entity from individuals, or any other restrictions on the use or disclosure of PHI as agreed to by Covered Entity.

6. **Access to PHI.** Within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the Privacy Rule, Business Associate shall make available to Covered Entity, or the individual to whom such PHI relates, or his or her authorized representative, such PHI for so long as such information is maintained in the Designated Record Set as defined in 45 C.F.R. § 164.524 and §13405(e) of the HITECH Act, and any regulations promulgated thereunder. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

7. **Amendment of PHI.** Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set, Business Associate shall, as required by 45 C.F.R. § 164.526, incorporate any such amendments in the PHI; provided, however, that Covered Entity has made the determination that the amendment(s) is/are necessary because the PHI that is the subject of the amendment(s) has been, or foreseeably could be, relied upon by Business Associate or others to the detriment of the individual who is the subject of the PHI to be amended. The obligation in this Section 7 shall apply only for so long as the PHI is maintained by Business Associate in a Designated Record Set.

8. **Accounting for Disclosures of PHI.** Within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten

(10) business days, forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate also agrees to comply with the requirements for disclosure of PHI from an EHR, as set out in §13405(c) of the HITECH Act and any regulations promulgated thereunder, as when applicable.

Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. The information also shall include any additional information required under §13405(c) of the HITECH Act and any regulations.

**9. Access to Books and Records Regarding PHI.** Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of HHS for purposes of determining Business Associate's or Covered Entity's compliance with HIPAA and the HITECH Act.

**10. Disposition of PHI Upon Termination.** Business Associate will, at termination or expiration of the Services Agreement or this Agreement, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity which Business Associate and/or its subcontractors or agents still maintain in any form, and will not retain any copies of such information. Business Associate shall destroy all PHI and ePHI in accordance with the approved technologies and methodologies set out by HHS in its guidance (74 Fed Reg. 42740, 42742 (Aug. 24, 2009)), as amended from time to time. If such return or destruction is not feasible, Business Associate will notify Covered Entity of such event in writing, and will thereupon extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

**11. Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party:

- (i) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws;
- (ii) that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder;
- (iii) that all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement; and
- (iv) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

**12. Term.** Unless otherwise terminated as provided in Section 13, this Agreement shall become effective on the Effective Date and shall have a term that shall run concurrently with that of the Services Agreement.

**13. Termination.**

**13.1 Generally.** This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement; provided, however, certain provisions and requirements of this Agreement shall survive such termination or expiration in accordance with Section 14.

**13.2 Termination by Parties.** Either Party may immediately terminate this Agreement, the Services Agreement and any related agreements if that Party ("Non-Breaching Party") makes the determination that

the other Party ("Breaching Party") has breached a material term of this Agreement, or is engaging in a pattern of activity or practice that violates this Agreement. Alternatively, Non-Breaching Party may, in its sole discretion, choose to provide Breaching Party with written notice of the existence of the breach and provide Breaching Party with thirty (30) calendar days to cure said breach upon mutually agreeable terms. In the event that mutually agreeable terms cannot be reached within this thirty (30) day period, Breaching Party shall cure said breach to the satisfaction of Non-Breaching Party within an additional fifteen (15) days. Failure by Breaching Party to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of this Agreement and the Services Agreement by Non-Breaching Party. If termination is not feasible, Non-Breaching Party has the right to report the problem to the Secretary of HHS.

**14. Effect of Termination.** Upon termination pursuant to Section 13, Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(i), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy all PHI, Business Associate will notify Covered Entity in writing. Such notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

**15. Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate from an unauthorized use or disclosure of PHI in Business Associates possession or control. Business Associate will cooperate with Covered Party, at Covered Party's sole expense, in mitigating, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI in Client's possession or control.

**16. Change of Law.** The parties acknowledge that the HIPAA Regulations and the HITECH Act may be modified from time to time. The parties specifically agree to take such action as necessary to implement the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable laws and regulations relating to the privacy and security of PHI. Upon either Party's request, the other Party shall agree to promptly enter into good faith negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the HIPAA Regulations, the HITECH Act, and other applicable state laws and regulations relating to the privacy and security of PHI. Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party does not promptly enter into negotiations to amend this Agreement when requested by the other Party pursuant to this Section 16.

**17. Regulatory References.** A reference in this Agreement to a section in the HIPAA Regulations or the HITECH Act means the section as in effect, or as amended, and for which compliance is required.

**18. Amendments; Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or the right of either Party thereafter to enforce each and every such provision.

**19. No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**20. Notices.** Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery service (e.g., Federal Express), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: True Rx Management Services  
7 Williams Bros Dr.  
Washington, IN 47501  
ATTN: Jesse McDonald

Covered Entity: County of Montgomery, Indiana  
100 East Main Street  
Crawfordsville, IN 47933  
ATTN: Tom Klein

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above.

**21. Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

**22. Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. In the event that the Parties are unable to resolve such matters the Parties agree that any necessary litigation shall be commenced with the Federal District Court for the Southern District of Indiana sitting in Evansville, Indiana and any none federal law issues shall be litigated in the Daviess Circuit Court, sitting in Washington, Indiana.

**23. Corporate/Entity Authority.** The undersigned Person or Persons executing this Agreement on behalf of the corporate parties or other legal entities to this Agreement, represent and certify that they are duly elected or appointed Officers or Representatives of said corporation or entities, and are fully empowered to execute and deliver this Agreement, and that all necessary corporate action for the making of this Agreement has been taken.

**24. Survivability.** In the event that any particular provision of this Agreement is found to be invalid or unenforceable, said finding does not invalidate or affect all other provisions of this Agreement.

**25. LIMITATION OF LIABILITY. EXCEPT FOR FRAUD AND INTENTIONAL MISREPRESENTATIONS, NO PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES, COSTS, EXPENSES, CHARGES OR CLAIMS.**

**INTENDING TO BE LEGALLY BOUND,** the Parties hereto have duly executed this Agreement as of the Effective Date.

– County of Montgomery, Indiana

– True Rx Management Services

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Jesse McDonald  
Chief Operating Officer  
Date:

# Lease Agreement

Friday, November 06, 2020 10:40 AM

County Attorney Dan Taylor will review the agreement and present it at the meeting.

Lease agreement allows the Health Department to relocate their operations to a vacant medical office building owned by Franciscan Alliance. Lease will be for twelve months. The monthly cost will be \$1200 for utilities. There will not be a monthly charge to utilize the building. The utility cost will be paid from a State grant.



# Resolution 2020-21

Monday, October 26, 2020 3:57 PM

\*This is actually Resolution 2020-21\*

## RESOLUTION 2020-20

### **A RESOLUTION ESTABLISHING THE INTENT TO CONDUCT A COMMISSIONERS' SALE TO SELL TAX SALE CERTIFICATES FOR PROPERTIES THAT ARE SEVERELY DELINQUENT IN PAYMENT OF PROPERTY TAXES.**

**WHEREAS**, there are several properties in Montgomery County that are severely delinquent in the payment of property taxes, having been offered for tax sales and which received no bids equal to or in excess of minimum sale price. The parcel numbers of those properties being attached to this resolution as "**Exhibit A**", and

**WHEREAS**, there is an assessed value associated with these properties for taxation purposes, but no taxes are being collected, therefore causing a lower than expected tax distribution to those taxing units and taxing districts within which the properties are located, and

**WHEREAS**, the Montgomery County Commissioners desire to have these properties back on the tax rolls with taxes being collected, and

**WHEREAS**, IC 6-1.1-24-6, *et seq.* allows for the Montgomery County Commissioners to acquire a lien on those delinquent properties and receive issuance of the tax sale certificates for those properties, without taking title to the properties, therefore limiting the liability and cost normally associated with taking title,

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners that the County Executive shall acquire liens and receive tax sale certificates of the properties listed on **Exhibit A** that are severely delinquent and sell said certificates at a properly advertised Commissioner Tax Certificate sale.

**PASSED AND ADOPTED** by the Montgomery County Board of Commissioners this \_\_\_\_\_ day of November 2020.

\_\_\_\_\_  
President, Board of Commissioners

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST: \_\_\_\_\_  
Montgomery County Auditor

# 2020 TAX SALE CERTIFICATES HELD BY THE MONTGOMERY COUNTY COMMISSIONERS

## Exhibit A

Page 1 of 4

| Sale ID   | Property ID              | Owner Name   | Legal Description   | Property Location             | Minimum Bid at Tax Sale | Minimum Bid Approved by the Commissioners |
|-----------|--------------------------|--|---|-------------------------------|-------------------------|---|
| 542000015 | 54-16-18-223-003.000-007 | Smith Robert L   | PT WH NWQ 18-17-3 .10<br>A North 30 feet of Lot 1<br>Connet's Add (TOTAL .226A) | 632 N Bruce St                | \$853.64                | \$75.                                     |
| 542000030 | 54-04-23-222-052.000-012 | Moore John C Sr 1/2 & Moore Joshua D 1/4 & Moore Douglas J 1/4 | PT WH NWQ 23-20-6<br>0.445 A  | West Of 109 S Garfield St     | \$872.01                | \$75.                                     |
| 542000037 | 54-08-08-500-001.002-014 | Singh Manpreet   | PT NEQ 8-19-3 .423<br>A<br>ALSO KNOWN AS PT LOT 30 SUGAR CREEK BAYOU            | Adjacent To 6751 E Bayou Rd   | \$186.50                | \$75.                                     |
| 542000041 | 54-08-36-111-004.000-014 | Walker Steven L  | NH LOTS 19 & 20 LAME & WOODS SHANNONDALE BLOCK 4                                | 10909 1/2 E State Road 32     | \$1,877.86              | \$75.                                     |
| 542000043 | 54-08-08-112-047.000-015 | Kimble Clarence R  | PT LOT 8 WHEELERS ADD   | Adjacent To 112 Mill St       | \$588.08                | \$75.                                     |
| 542000048 | 54-08-08-114-084.000-015 | Pyle Shaun   | LOT 4 BLK 2 W C PERKINS   | 405 S Franklin St             | \$2,449.44              | \$75.                                     |
| 542000051 | 54-02-08-334-049.000-017 | Landa Angel  | PT EH SWQ 8-20-4 0.251 A  | 614 E Water St                | \$924.37                | \$75.                                     |
| 542000061 | 54-12-23-444-058.000-019 | Lynch Joe & Pamela & Ernest & Diane Fairfield                  | LOTS 5 & 6 BLK 15 OP ALAMO & ADJ VACATED ALLEY                                  | 102 E Walnut St               | \$10,308.03             | \$75.                                     |
| 542000069 | 54-01-26-900-006.000-023 | US Railroad Vest Corp Attn Norfolk Southern Corp               | PT NWQ & PT NEQ 26-20-3 2.03 A  | Adjacent To 9549 E Bowers Rd  | \$290.00                | \$75.                                     |
| 542000080 | 54-10-02-300-016.001-025 | 317 Realty Group LLC   | PT SWQ 2-18-4 1A  | Adjacent To 2974 E US Hwy 136 | \$1,071.68              | \$75.                                     |
| 542000083 | 54-10-17-300-006.000-025 | Tri County Petroleum Ind Corp                                  | PT WH SWQ 17-18-4 .753 A  | S US Highway 231              | \$27,050.32             | \$75.                                     |
| 542000087 | 54-10-35-100-012.000-025 | Lee Earl L   | LOT 13 WHITESVILLE O P  | Adjacent To 3740 E Elm St     | \$295.50                | \$75.                                     |

Sale ID

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542000101

542000102

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542000104

542000105

| Sale ID   | Property ID              | Owner Name                                  | Legal Description                        | Property Location                                   | Minimum Bid at Tax Sale | Minimum Bid Approved by the Commissioners |
|-----------|--------------------------|---|--|---|-------------------------|---|
| 542000089 | 54-11-26-333-018,000-025 | Everts Loren D & Ayano                      | LOT 60 CAMBRIDGE SHORES                  | Lot At Corner Of Westgate & Buckingham R            | \$860.41                | <del>\$</del> 75.00                       |
| 542000090 | 54-11-26-333-019,000-025 | Carter Daniel L & Kevin C Wayne             | LOT 59 CAMBRIDGE SHORES                  | Adjacent To 4743 S Westgate Dr                      | \$402.71                | <del>\$</del> 75.00                       |
| 542000091 | 54-11-26-333-040,000-025 | Willoughby William B Brad Willoughby        | LOT 193 CAMBRIDGE SHORES                 | 2nd Lot South East Of Westgate Dr                   | \$5,545.93              | <del>\$</del> 75.00                       |
| 542000092 | 54-11-26-334-002,000-025 | De Jesus Cesar & Alicia T Altn Urb American | LOT 112 CAMBRIDGE SHORES                 | Adjacent To 2540 W Buckingham                       | \$8,730.37              | <del>\$</del> 75.00                       |
| 542000093 | 54-11-27-331-007,000-025 | Rucker Danny L                              | LOTS 216, 217 & 218 INDIAN HILLS ESTATES | Lots 216, 217 & 218 Across From 4658 S Tacoma Trail | \$17,884.46             | <del>\$</del> 75.00                       |
| 542000094 | 54-11-27-331-021,000-025 | Shillings James R                           | LOT 187 INDIAN HILLS ESTATES             | Corner Lot 187 At Chippewa Trail & Huron Cir        | \$192.31                | <del>\$</del> 75.00                       |
| 542000096 | 54-11-27-331-030,000-025 | Rawles Rex                                  | LOT 116 INDIAN HILLS ESTATES             | 2nd Lot (116) W Of Chippewa                         | \$765.05                | <del>\$</del> 75.00                       |
| 542000097 | 54-11-27-334-027,001-025 | Boaz Joshua                                 | LOT 254 INDIAN HILLS ESTATES             | Lot 254 Middle Cir On Ottawa St                     | \$188.22                | <del>\$</del> 75.00                       |
| 542000100 | 54-11-27-443-033,000-025 | Wash Eric & Shlena                          | LOT 379 INDIAN HILLS ESTATES             | Lot 379 Across From 4767 S Cherokee Trail           | \$859.11                | <del>\$</del> 75.00                       |
| 542000101 | 54-11-27-443-034,000-025 | Wash Eric & Shlena                          | LOT 378 INDIAN HILLS ESTATES             | Lot 378 Across From 4767 S Cherokee Trail           | \$859.04                | <del>\$</del> 75.00                       |
| 542000102 | 54-11-27-443-038,000-025 | Bowlin Jimmie D & Elizabeth A               | LOT 431 INDIAN HILLS ESTATES             | Lot 431 Across From 4840 S Cherokee Trail           | \$2,209.11              | <del>\$</del> 75.00                       |
| 542000103 | 54-11-27-443-042,000-025 | Bowlin Jimmie D Jr & Elizabeth              | LOTS 398 & 399 INDIAN HILLS ESTATES      | Adjacent To 4816 S Iroquois Dr                      | \$698.35                | <del>\$</del> 75.00                       |
| 542000104 | 54-11-27-443-055,000-025 | Nichols Karla R                             | LOT 314 INDIAN HILLS ESTATES             | Lot East Of 3420 W Arrowhead                        | \$2,844.70              | <del>\$</del> 75.00                       |
| 542000105 | 54-11-27-444-052,000-025 | Everts Loren D & Ayano                      | LOT 67 CAMBRIDGE SHORES                  | 2nd Lot W Of 2933 W Buckingham Dr                   | \$778.03                | <del>\$</del> 75.00                       |

Sale ID

542000107

542000108

542000109

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542000114

542000115

542000116

542000139

542000145

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542000178



| Sale ID   | Property ID              | Owner Name  | Legal Description   | Property Location                                   | Minimum Bid at Tax Sale | Minimum Bid Approved by the Commissioners |
|-----------|--------------------------|---|---|---|-------------------------|---|
| 542000107 | 54-11-34-113-036,000-025 | Corbin Mark E & Kelly T                             | LOT 80 IMPERIAL WOODS   | 4 Lots North Of 5540 S Imperial Blvd                | \$7,046.56              | <del>175.00</del>                         |
| 542000108 | 54-11-34-113-037,000-025 | Corbin Mark E & Kelly T                             | LOT 81 IMPERIAL WOODS   | 2 Lots North Of 5540 S Imperial Blvd                | \$7,770.59              | 11  |
| 542000109 | 54-11-34-113-087,000-025 | Masons (Trustees Of Grand Lodge Of Free & Accepted) | LOT 41 WELLINGTON VILLA   | Adjacent To 3327 W Kensington Dr                    | \$1,043.77              | 11  |
| 542000111 | 54-11-34-114-043,000-025 | Jenkins Larry W Jr                                  | LOT 25 WELLINGTON VILLA   | Lot South Of 3237 W Rugby Ct                        | \$225.63                | 11  |
| 542000112 | 54-11-34-114-056,000-025 | Mcnece John & Mary                                  | LOT 8 WELLINGTON VILLA  | Lot At The Corner Of Chesterfield & Wellington Blvd | \$927.97                | 11  |
| 542000114 | 54-11-34-442-009,000-025 | Aguilera Gabriel Garcia                             | LOT 29 IMPERIAL WOODS   | Lot At Corner Of Imperial Blvd & Oxford Ct          | \$196.64                | 11  |
| 542000115 | 54-11-34-442-013,000-025 | Davasher Steven L                                   | LOT 16 IMPERIAL WOODS   | 2nd Lot North Of 5540 S Imperial Blvd               | \$195.01                | 11  |
| 542000116 | 54-11-35-221-035,000-025 | Suitors Melinda                                     | LOT 117 SHERWOOD  | Adjacent To 2614 W Highland Dr                      | \$389.36                | 11  |
| 542000139 | 54-07-32-200-015,000-030 | Crawfordsville Energy Llc                           | PT NWQ 32-19-4 10.95 A & PT NWQ 32-19-4 0.13 A  | 700 Lafayette Rd                                    | \$138,361.76            | 25,000.00                                 |
| 542000145 | 54-07-32-224-067,000-030 | Crawfordsville Energy Llc                           | LOTS 43 & 44 & PT LOTS 40, 41, 42 AMOS THOMPSON HILLSIDE & LOTS 1 & 15-22 FISKE & STROH ADD | Across Street From 608 Kentucky St                  | \$16,541.14             | 3,000.00                                  |
| 542000146 | 54-07-32-224-069,000-030 | Crawfordsville Energy Llc                           | PT LOT 37 AMOS THOMPSON HILLSIDE  | Across Street From 508 Kentucky St                  | \$892.44                | 175.00                                    |
| 542000147 | 54-07-32-224-070,000-030 | Crawfordsville Energy Llc                           | PT LOT 37 AMOS THOMPSON HILLSIDE  | Across Street From 506 Kentucky St                  | \$1,290.16              | 175.00                                    |
| 542000177 | 54-10-05-223-139,000-030 | Pyle Shaun L  | PT 5-18-4 .30A  | 809 S Walnut St                                     | \$2,316.70              | 175.00                                    |
| 542000178 | 54-10-05-223-140,000-030 | Wall Aaron & Rosemary H/w                           | PT NWQ 5-18-4 .41A  | 810 S Walnut St                                     | \$6,226.01              | 175.00                                    |

| Sale ID                        | Property ID              | Owner Name                | Legal Description   | Property Location            | Minimum Bid<br>at Tax Sale | Minimum Bid Approved<br>by the Commissioners |
|--------------------------------|--------------------------|---------------------------|---|------------------------------|----------------------------|--|
| 542000184                      | 54-10-06-112-097.000-030 | Yater Sherry              | PT LOT 11 WABASH<br>COLLEGE OUTLOTS                             | North Of 810 Liberty Str     | \$315.91                   | <i>City</i>                                  |
| 542000187                      | 54-10-08-111-059.000-030 | Dowell Earl               | PT LOTS 3 & 4 ATHENS<br>SUBDIV                                  | Adjacent To 1112 Ladoga Rd   | \$298.70                   | <i>City</i>                                  |
| 542000188                      | 54-10-08-200-044.000-030 | Pinedo Abner              | PT NW/4 8-18-4 1.015A   | Adjacent To 191 E South Blvd | \$32,651.26                | <i>City</i>                                  |
| 542000201                      | 54-09-35-111-038.000-034 | Handwork Keith & Dawn h/w | PT 35-18-3 .22A (KNOWN<br>AS PT LOT 30 INLOW'S 2ND<br>ADDITION) | South Of 109 S Green St      | \$887.62                   |  |
| Total Number of Properties: 44 |                          |                           |   |                              | \$307,172.46               |  |

# Resolution 2020-22

Friday, October 30, 2020 9:30 AM

## Montgomery County Board of Commissioners

### Resolution 2020-22

#### A RESOLUTION ACKNOWLEDGING DEPOSIT OF 200 HOURS TO EMPLOYEE SICK BANK

WHEREAS, on September 11, 2017 Commissioners approved Ordinance 2017-12 Amending the Montgomery County Employee Handbook and Created a Voluntary Sick Bank Program.

WHEREAS, Montgomery County Commissioners have determined a need to add 200 hours to the employee sick bank for use as described in Ordinance 2017-12; and

IT IS, THEREFORE, RESOLVED that Montgomery County Commissioners hereby deposit 200 hours to the employee sick bank.

THIS RESOLUTION is hereby adopted this 9th day of November, 2020.

BOARD OF

MONTGOMERY COUNTY

COMMISSIONERS:

---

James D. Fulwider, President

---

John Frey, Vice President

---

Dan Guard, Member

Attest:

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Jennifer Andel, Auditor

# Ordinance 2020-39

Tuesday, November 03, 2020 11:45 AM

County Attorney is preparing the Ordinance and will present it for Introduction.

Ordinance clarifies eligibility for police overtime.

# Ordinance 2020-40

Thursday, November 05, 2020 3:00 PM

County Attorney Dan Taylor is preparing the Ordinance and will present it at the meeting.

Ordinance establishes a bereavement leave policy.