

AGENDA MEMO

Friday, August 06, 2021 2:45 PM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING

MONDAY- AUGUST 9, 2021

8 AM

Montgomery County Courthouse

100 E. Main Street - Room 103

Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

Consent Agenda

Approval of Claims: July 26, 2021 to August 9, 2021

Accounts Payable : \$583,141.71	Payroll : \$380,857.08
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Approval of Meeting Minutes: [July 26, 2021](#)

[INDOT Letter of Understanding - SR47](#)

A portion of State Road 47 will be closed in early August. This agreement with INDOT establishes an unofficial detour on local roads. INDOT will reimburse the County for the estimated damage to the roads as a result of the local detour.

[Rescind of Trash Hauling Bid Award](#)

It was brought to our attention by our current trash hauler that the County contracts are not expired, therefore it would not be in the best interest of the County to make a change. We are asking to rescind the award to D&D Trash Hauling Service approved by the Commissioners at the July 26th meeting.

[Approval of Christopher B. Burke Engineering Professional Services Proposal for MHMP Grant](#)

Commissioners previously approved EMA Director Harrington's request to use Christopher Burke Engineering for the preparation of the Multi-Hazard Mitigation Plan. The Services Proposals outlines the fee of \$19,457.

[Travelers Wrap+ Policy](#)

The current policy pricing is \$9,563.00 from 7/11/20 – 7/11/21...but has been extended through 8/31/21 until MFA is completed. Current policy is a \$5,000 retention/deductible, however the \$5,000 is no longer offered in 2021. Per discussion with our insurance rep, Option 1 - \$10,000 retention.

Second Public Hearing on Preliminary Determination of Need for Project

This is the 2nd Public Hearing on preliminary determination and to adopt preliminary determination resolution 2021-11 and adopt preliminary lease approvals.

[Resolution 2021-11- Preliminary Determination Resolution](#)

New Business

[BZA Appointment](#)

Plan Commission members submitted two members willing to serve on the BZA - Tammy Meyers & Steve Canfield. An appointment is needed to fill a vacancy left by the resignation of Aaron

Morgan.

Verified Claim for Dog-Caused Damage to Livestock - January 7, 2020

Claimant - Katrina Pomart, Loss - \$3,150 - pet/4-H goats

Note: IC 15-5-7-4 (2) Not more than twenty (20) days after the time of the loss, report the loss to the auditor...

Date of Claim: January 7, 2020. Date Claim Filed: June 16, 2021

Ordinances

Final Reading: [Ordinance 2021-23](#): Changing Name of Portion of CR200 South and Amending Stop & Speed Ordinance ***Renames a portion of 200 South between Nucor Road and 250 East to Comfort Drive and establishes a speed limit of 40 mph.***

Final Reading: [Ordinance 2021-24](#): Adopting a Pregnancy and Childbirth Accommodation Policy ***Establishes a policy for pregnancy and childbirth accommodation for County employees to comply with new State regulations.***

Final Reading: [Ordinance 2021-25](#): Amending Speed Limits on Various Roads ***Amends the speed limits for Purple Heart Parkway to 35 mph, 200 East between 136 and Elmore Drive to 30 mph and Offield Monument Road to 35 mph.***

Introduction: [Ordinance 2021-26](#): Establishing the 2021 Pre-Disaster Mitigation Program Fund ***Establishes a \$25,000 Grant Fund***

Introduction: [Ordinance 2021-27](#): Amending County Code Regarding Health Department ***Addresses changes to recently passed legislation***

Other Business

Adjournment

Agenda

Thursday, August 05, 2021 9:03 AM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY- AUGUST 9, 2021
8 AM
Montgomery County Courthouse
100 E. Main Street - Room 103
Crawfordsville, IN 47933**

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Consent Agenda

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[Withdraw Trash Hauling Bid Award](#)

[Approval of Christopher B. Burke Engineering Professional Services Proposal for MHMP Grant](#)

[Travelers Wrap+ Policy](#)

Second Public Hearing on Preliminary Determination of Need for Project

[Resolution 2021-11- Preliminary Determination Resolution](#)

New Business

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Ordinances

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Introduction: [Ordinance 2021-26](#): Establishing the 2021 Pre-Disaster Mitigation Program Fund

Introduction: [Ordinance 2021-27](#): Amending County Code Regarding Health Department

Other Business

Adjournment

AP Claims

Friday, August 06, 2021 3:36 PM

Docket Voucher Register (Cumulative)

Begin Date: 07/27/2021
End Date: 08/09/2021

Montgomery County

Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
			187234-188760	001	C 031649	1000.30001.000.0011	Abby Morgan	166.40	JULY MILEAGE	166.40
			07162021	001	C 031580	1170.21000.000.0005	AJ Rice	53.66	CK	220.06
			07102021	001	C 031580	1170.21000.000.0005	AJ Rice	42.59	SHELL	262.65
			07172021	001	C 031580	1170.21000.000.0005	AJ Rice	51.33	SHELL	313.98
			07112021	001	C 031580	1170.21000.000.0005	AJ Rice	51.06	CIRCLE K	365.04
			07162021	001	C 031580	1170.21000.000.0005	AJ Rice	45.15	CIRCLE K	410.19
			2021-2446	001	C 031650	4900.30050.000.0303	Aladtec Inc	2,995.00	091721-09162022	3,405.19
			WHEEL & SURTAX	001	E 272107	6020.31200.000.0002	Alamo Clerk Treasurer	175.74	JUNE 2021	3,580.93
			14RY-XTWC-L4P6	001	C 031630	1000.24201.000.0068	Amazon Capital Services, Inc	337.96	17 BUNTING FLAG:	3,918.89
			514573	001	C 031578	5100.00018.000.0000	American Fam Life Assurance	3,080.34	JULY 2021	6,999.23
			121862	001	C 031581	1000.30073.000.0313	Arab	60.00	JULY 2021	7,059.23
			121823	001	C 031581	1000.30073.000.0313	Arab	55.00	JULY 2021	7,114.23
			121840	001	C 031581	1176.30600.000.0529	Arab	80.00	JULY 2021	7,194.23
			103110-104959	001	C 031651	1000.30001.000.0011	Ashley Adair	35.20	JULY MILEAGE	7,229.43
			BR21292	001	C 031582	1176.30600.000.0529	B & R Fire & Safety Equip Inc	3,414.00	CAMERA INSTALL	10,643.43
			BR21284	001	C 031582	1176.30600.000.0529	B & R Fire & Safety Equip Inc	588.00	ANNUAL ALARM FI	11,231.43
			20210984	001	C 031583	2600.65172.000.0006	Banning Engineering	1,228.75	WILLIAM SHELLEY	12,460.18
			20210991	001	C 031583	2600.65173.000.0006	Banning Engineering	2,189.57	OTIS THOMPSON	14,649.75
			20210992	001	C 031583	2700.65100.000.0006	Banning Engineering	3,000.00	JOEL TOBIN	17,649.75
			20210991	001	C 031583	2700.65173.000.0006	Banning Engineering	1,560.43	OTIS THOMPSON	19,210.18
				001	C 031608	5100.00024.000.0000	Blecker Brodey & Andrews	249.19	DDClr-Gam Pet	19,459.37
			MI01985	001	C 031652	8903.32019.000.0610	Blue Marketing	1,920.00	VIDEO SERIES	21,379.37
			A75556	001	C 031653	1000.21850.000.0313	Blue Tarp Financial, Inc	65.14	OILTape	21,444.51
			A77176	001	C 031653	1000.21850.000.0313	Blue Tarp Financial, Inc	20.30	MISC SUPPLIES	21,464.81
			A76641	001	C 031653	1000.21850.000.0313	Blue Tarp Financial, Inc	77.04	MISC SUPPLIES	21,541.85
			A78918	001	C 031653	1000.21850.000.0313	Blue Tarp Financial, Inc	33.44	MISC SUPPLIES	21,575.29
			A76669	001	C 031653	1000.21850.000.0313	Blue Tarp Financial, Inc	23.66	PVC/GREAT STUFF	21,598.95
			A76270	001	C 031653	1000.30127.000.9655	Blue Tarp Financial, Inc	29.26	MISC SUPPLIES	21,628.21
			A78761	001	C 031653	1000.30127.000.9655	Blue Tarp Financial, Inc	4.99	SWIFFER DUSTER	21,633.20
			A78761	001	C 031653	1000.40005.000.9655	Blue Tarp Financial, Inc	41.27	MISC SUPPLIES	21,674.47
			14-09-300-012.011-001	001	C 031645	1000.50010.000.0002	Bobby D & Celeste Fay Rinks	264.92	17 T	21,939.39
			116837	001	E 073021	1000.30016.000.0202	Cardinal Leasing Inc	62.35	MAY/NOV 2020	22,001.74
			AR48069	001	E 073021	1000.30016.000.0202	Cardinal Leasing Inc	92.30	040121-06302021	22,094.04
			116498	001	E 073022	4900.30050.000.0303	Cardinal Leasing Inc	104.50	JUNE 2021	22,198.54
			02-600150909-5173209.4	001	C 031654	1000.30035.000.0068	CenterPoint Energy	20.22	062121-07212021	22,218.76

Financial System

08/06/2021 03:29 PM by MBYERS

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Docket Voucher Register (Cumulative)

Begin Date: 07/27/2021
End Date: 08/09/2021

Montgomery County

PO	Prerun Date	PO	Mode	Invoice	Bank	Check	Account Code	Vendor Name	Amount	Description	Check Total
				02-600572804-5506129 5	001	C 031654	1000.30035.000.0068	CenterPoint Energy	93.00	062121-07212021	22,311.76
				02-600693458-5061955 9	001	C 031654	1000.30035.000.0068	CenterPoint Energy	46.00	062121-07212021	22,357.76
				02-600354165-5787406 5	001	C 031654	1000.30035.000.0068	CenterPoint Energy	538.01	062221-07212021	22,895.77
				02-600293589-5228671 3	001	C 031654	1176.30035.000.0529	CenterPoint Energy	46.00	062221-07212021	22,941.77
				0521701079_21637910	001	C 031631	1000.20004.000.0380	Central Customer Charges	277.22	BREAD/MILK	23,218.99
				0521699074_21605883	001	C 031631	1000.20004.000.0380	Central Customer Charges	378.62	BREAD/MILK	23,597.61
				0521700473_21628442	001	C 031631	1000.20004.000.0380	Central Customer Charges	239.72	BREAD/MILK	23,837.33
				0521698427_21695081	001	C 031631	1000.20004.000.0380	Central Customer Charges	350.40	BREAD/MILK	24,187.73
				0521699925_21618370	001	C 031631	1000.20004.000.0380	Central Customer Charges	301.52	BREAD/MILK	24,489.25
				0621703202_21771264	001	C 031631	1000.20004.000.0380	Central Customer Charges	304.60	BREAD/MILK	24,793.85
				0621702530_21759782	001	C 031631	1000.20004.000.0380	Central Customer Charges	270.52	BREAD/MILK	25,064.37
				0261701707_21747774	001	C 031631	1000.20004.000.0380	Central Customer Charges	246.76	BREAD/MILK	25,311.13
				2120621	001	C 031611	1169.21523.000.0529	Ceres Solutions Cooperative	149.00	NOZZLE	25,460.13
				2120558	001	C 031611	1169.21523.000.0529	Ceres Solutions Cooperative	333.90	HYDRAULIC FLUID	25,794.03
				8500	001	C 031618	1159.21001.000.0610	Ceres Solutions Cooperative	57.03	JUNE 2021	25,851.06
				5042	001	C 031618	1159.21001.000.0610	Ceres Solutions Cooperative	23.06	JUNE 2021	25,874.12
				5818	001	C 031618	1159.21001.000.0610	Ceres Solutions Cooperative	63.07	JUNE 2021	25,937.19
				6759	001	C 031618	1159.21001.000.0610	Ceres Solutions Cooperative	29.36	JUNE 2021	25,966.55
				1781336	001	C 031618	1170.21000.000.0005	Ceres Solutions Cooperative	117.53	DIESEL FUEL	26,084.08
				4090291681	001	E 080921	1176.13002.000.0529	Cintas Corporation Loc #366	262.36	UNIFORMS	26,346.44
				4089684553	001	E 080921	1176.13002.000.0529	Cintas Corporation Loc #366	212.98	UNIFORMS	26,559.42
				4086452723	001	E 080921	1176.20001.000.0529	Cintas Corporation Loc #366	92.40	CLEANING	26,651.82
				21-54-7	001	C 031612	1135.60004.000.0529	Civilcon	1,950.00	CULVERTS	28,601.82
				7234172-0702953	001	C 031607	5100.00019.000.0000	Colonial Life Insurance Co	820.92	JULY 2021	29,422.74
				8529 20 078 0169950	001	C 031584	1000.30035.000.0068	Comcast	129.64	072121-08202021	29,552.38
				3252290	001	C 031585	1000.30035.000.0068	Constellation New Energy Gas D	44.29	JUNE 2021	29,596.67
				3252291	001	C 031585	1000.30035.000.0068	Constellation New Energy Gas D	2,052.51	JUNE 2021	31,649.18
				3252293	001	C 031585	1000.30035.000.0068	Constellation New Energy Gas D	338.82	JUNE 2021	31,988.00
				3252289	001	C 031585	1000.30035.000.0068	Constellation New Energy Gas D	22.90	JUNE 2021	32,010.90
				FS-2595-0073121	001	C 031655	2100.30152.000.0235	Cordant Health Solutions	5,618.00	CHEMICAL TESTIN	37,628.90
				WHEEL & SURTAX	001	E 272108	6020.31200.000.0002	Crawfordsville Clk Treasurer	13,745.55	JUNE 2021	51,374.45
				93974	001	C 031632	1000.21850.000.0313	Crawfordsville Paper	478.09	MISC SUPPLIES	51,852.54
				93907	001	C 031633	1000.20001.000.0380	Crawfordsville Paper	126.42	DISH DET	51,978.96
				94005	001	C 031633	1000.20001.000.0380	Crawfordsville Paper	1,235.75	MISC SUPPLIES	53,214.71
				13 00 300 0	001	C 031586	1000.30035.000.0068	Crawfordsville Utilities	155.10	060721-07072021	53,369.81

Docket Voucher Register (Cumulative)

Begin Date: 07/27/2021
End Date: 08/09/2021

Montgomery County

PO	Prerun Date	PO	Mode	Invoice	Bank	Check	Budget	Account Code	Vendor Name	Amount	Description	Check Total
					001	C 031656	1000.30035.000.0068	Crawfordsville Utilities		1,180.97	060821-07082021	54,550.78
				4 12453 00	001	C 031656	1176.30035.000.0529	Crawfordsville Utilities		79.06	060821-07082021	54,629.84
				4 12433 00	001	C 031657	1168.30050.000.0610	Crawfordsville Work Force Inc.		300.30	RITA WALTZ	54,930.14
				58946	001	C 031657	1168.30050.000.0610	Crawfordsville Work Force Inc.		361.08	RITA WALTZ	55,291.22
				58966	001	C 031587	1189.33010.000.0004	CSI - Computer Systems Inc		30.00	010421-03312021	55,321.22
				21-3052	001	E 272109	6020.31200.000.0002	Darlington Clerk Treasurer		818.05	JUNE 2021	56,139.27
				WHEEL & SURTAX	001	C 031619	1170.33500.000.0005	Defensive Edge Training &		450.00	ARMORER COURS	56,589.27
				3119	001	E 073023	8899.30050.000.0001	Dossett Consulting		1,500.00	IVD INCENTIVE	58,089.27
				2021-002	001	C 031658	1176.30035.000.0529	Duke Energy		13.76	062521-07272021	58,103.03
				8720-2769-01-0	001	C 031659	1000.30050.000.9616	Edge Information Technologies		15,200.00	JUNE 2021	73,303.03
				104	001	C 031659	1000.44500.000.9616	Edge Information Technologies		135.49	CAMERA	73,438.52
				1920	001	C 031659	1000.44500.000.9616	Edge Information Technologies		1,669.12	SURFACE PRO 7	75,107.64
				1921	001	C 031659	1000.44500.000.9616	Edge Information Technologies		2,922.00	LAPTOP	78,029.64
				1888	001	C 031660	1000.32112.000.0068	Enterprise FM Trust		5,547.95	2016 FORD F150	83,577.59
				22645Z	001	C 031620	1156.24202.000.0005	Fields Outdoor Adventures		3,700.00	AMMO	87,277.59
				PO-51826-8	001	C 031621	2700.65028.000.0006	Foster Farm Drainage		6,444.80	JOHN GOBIN	93,722.39
				1439	001	C 031621	2700.65118.000.0006	Foster Farm Drainage		1,603.20	TAYLOR	95,325.59
				1446	001	C 031621	2700.65168.000.0006	Foster Farm Drainage		465.90	SAMUEL MARSH	95,791.49
				1448	001	C 031621	2700.65204.000.0006	Foster Farm Drainage		3,857.30	HENRY LEE	99,648.79
				1449	001	C 031634	1000.30600.000.0313	French's Plumbing		70.00	RAN AUGER	99,718.79
				492	001	C 031634	1000.30600.000.0313	French's Plumbing		70.00	RAN AUGER	99,788.79
				496	001	C 031588	1000.30118.000.0380	FSSA Claim Repayment		34.19	J TAGUE	99,822.98
				000010492	001	C 031589	1000.20101.000.0380	Gillman Home Center		618.54	SOFTNER SALT	100,441.52
				2017-226856	001	C 031609	5100.00026.000.0000	Globe Life Attr: LN Worksite		2,898.96	AUG 2021	103,340.48
				48606	001	C 031635	1000.20004.000.0380	Gordon Food Service		5,107.32	MEALS	108,447.80
				211271292	001	C 031635	1000.20004.000.0380	Gordon Food Service		3,579.59	MEALS	112,027.39
				211590390	001	C 031635	1000.20004.000.0380	Gordon Food Service		149.79	MISC SUPPLIES	112,177.18
				211271308	001	C 031636	1000.30500.000.0380	H & M Plumbing LLC		260.00	SEWAGE REPAIR	112,437.18
				2031	001	C 031637	1000.21850.000.0313	Haley's Lock Safe & Key		9.40	STANDARD KEY	112,446.58
				114857	001	C 031622	4900.30400.000.0303	Hay-Bush Mechanical		366.18	A/C CONDENSER	112,812.76
				30747	001	C 031638	1000.30083.000.0380	Hay-Bush Mechanical		1,434.44	MAIN CHILLER	114,247.20
				30806	001	C 031661	1000.24202.000.0380	Home Depot Credit Services		11.97	BUG SPRAY	114,259.17
				150515	001	C 031661	1000.24202.000.0380	Home Depot Credit Services		64.92	BRAIN BLADDER	114,324.09
				2014814	001	C 031639	1000.24201.000.0001	Hoosier Ink & Toner LLC		261.85	TONER CARTRIDG	114,585.94
				11285	001	E 210805	1138.30071.000.0068	Huntington Public Capital Corp		10,432.33	AUG 2021	125,018.27
				528484								

Docket Voucher Register (Cumulative)

Begin Date: 07/27/2021
End Date: 08/09/2021

Montgomery County

PO		Budget		Bank		Check		Account Code		Vendor Name		Amount	Description	Check Total
Prerun Date	PO	Mode	Invoice											
			SI-907137	001	C	031640	1000.24201.000.0232	ICC Business Products				139.89	CHAIRMAT	125,158.16
			CONT017007	001	C	031590	1119.24202.000.0001	Imaging Office Systems Inc				720.00	MICRO FILM MAINT	125,878.16
			1010-210007045559	001	C	031591	1000.30035.000.0068	Indiana American Water Co.				59.08	062321-072121	125,937.24
			1010-210006105236	001	C	031591	1000.30035.000.0068	Indiana American Water Co.				203.11	062321-072121	126,140.35
			1010-210006232619	001	C	031591	1000.30035.000.0068	Indiana American Water Co.				91.45	062321-072121	126,231.80
			1010-210005739339	001	C	031591	1000.30035.000.0068	Indiana American Water Co.				71.09	061821-07152021	126,302.89
			1010-210005585747	001	C	031591	1000.30035.000.0068	Indiana American Water Co.				1,098.39	060921-07082021	127,401.28
			4314080	001	C	031662	4900.30050.000.0303	Indiana Office Of Technology				140.47	JULY 2021	127,541.75
			4307260	001	C	031663	1000.30083.000.0380	Indiana Office Of Technology				140.47	JULY 2021	127,682.22
			071042021	001	C	031592	1000.30083.000.0380	Katherine L Brown				140.00	HAIRCUTS	127,822.22
			07282021	001	C	031664	1000.30083.000.0380	Katherine L Brown				90.00	HAIRCUTS	127,912.22
			80784	001	C	031623	1170.21961.000.0005	Kenny Vice Ford Sales Inc				540.00	KEYS	128,452.22
			S111565846.001	001	C	031641	1000.21850.000.0313	Kirby Risk Corporation				146.10	LIGHT BULBS	128,598.32
			0959885597	001	C	031593	1000.30074.000.0313	Kone Chicago				323.26	JUNE 2021	128,921.58
			24932	001	C	031665	1138.30128.000.0068	L. L. Low Associates Inc				1,105.80	01/2021-06/2021	130,027.38
			2021-05	001	E	073024	4976.50000.000.0005	Ladoga Clerk Treasurer				8.00	MAY 2021 LAW ED	130,035.38
			2021-06	001	E	073024	4976.50000.000.0005	Ladoga Clerk Treasurer				12.00	JUNE 2021 LAW EL	130,047.38
			WHEEL & SURTAX	001	E	272110	6020.31200.000.0002	Ladoga Clerk Treasurer				1,045.47	JUNE 2021	131,092.85
			2021-850	001	C	031624	1170.33500.000.0005	Law Enforcement Training Board				1,090.00	PRE BASIC	132,182.85
			5940092520	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				3,052.38	9252020	135,235.23
			5940123120	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				2,783.11	12312020	138,018.34
			5940062521	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				2,967.28	06252021	140,985.62
			5940012921	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				2,471.79	01292021	143,457.41
			594049510	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				25.00	SURVEYOR	143,482.41
			594049376	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				635.86	PP ASSESSOR	144,118.27
			594049807	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				227.58	PURDUE 03262021	144,345.85
			594050178	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				441.77	PURDUE 06172021	144,787.62
			594049506	001	C	031666	1000.30034.000.0068	M.a.i.l. Inc.				207.25	PURDUE 01292021	144,994.87
			P4264289	001	C	031613	1169.33450.000.0529	Macallister Machinery Co., Inc				215.56	KIT	145,210.43
			4642	001	C	031625	2700.65183.000.0006	Maxwell Farm Drainage Inc				2,800.00	SWEARINGEN	148,010.43
			07312021	001	C	031667	9134.30173.000.0235	Mike Spencer				500.00	JULY 2021	148,510.43
			119200610226	001	C	031667	9134.30187.000.0235	Mike Spencer				52.46	WALMART	148,562.89
			230-486	001	C	031594	1181.33500.000.0002	Mindy Byers				102.40	ICAA MEETING	148,665.29
			80090-81212	001	C	031668	1000.30001.000.0011	Monica Nagele				70.80	JULY MILEAGE	148,736.09
			WHEEL & SURTAX	001	C	031577	6020.31200.000.0002	Mont Cnty Treasurer				75,441.97	JUNE 2021	224,178.06

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Prerun Date	PO	Mode	Invoice	Bank	Check	Budget Account Code	Vendor Name	Amount	Description	Check Total
			Property Taxes paid from Cert Sale	001	C	031646 4931.50000.000.0002	Mont Cnty Treasurer	9,321.22	PROPERTY TAX	233,499.28
			TAX SALE REDEMPTION 54-13-25-331-001.000-003	001	C	031647 1204.50000.000.0002	Mont Cnty Treasurer	22.24	SPRING 2021 PEN	233,521.52
			TAX SALE REDEMPTION 54-13-25-331-001.000-003	001	C	031647 1204.50000.000.0002	Mont Cnty Treasurer	222.42	SPRING 2021 TAX	233,743.94
			TAX SALE REDEMPTION 54-07-33-100-002.000-028	001	C	031648 1204.50000.000.0002	Mont Cnty Treasurer	0.50	DITCH 706 PEN	233,744.44
			TAX SALE REDEMPTION 54-07-33-100-002.000-028	001	C	031648 1204.50000.000.0002	Mont Cnty Treasurer	10,503.52	SPRING 21 TAX	244,247.96
			TAX SALE REDEMPTION 54-07-33-100-002.000-028	001	C	031648 1204.50000.000.0002	Mont Cnty Treasurer	1,050.36	SPRING 21 PEN	245,298.32
			TAX SALE REDEMPTION 54-07-33-100-002.000-028	001	C	031648 1204.50000.000.0002	Mont Cnty Treasurer	5.00	DITCH 706 SPRING	245,303.32
			PAPERS SERVED	001	C	031669 1000.30003.000.0001	Mont Cnty Treasurer	3,842.00	JULY 2021	249,145.32
			08012021	001	C	031670 1000.30063.000.0232	Montgomery Co Youth Svc Bureau	5,250.00	AUG 2021	254,395.32
			08012021	001	C	031670 1211.50000.000.0232	Montgomery Co Youth Svc Bureau	2,549.75	CASA AUG 2021	256,945.07
			07312021	001	C	031670 1211.50000.000.0232	Montgomery Co Youth Svc Bureau	1,923.63	CASA JULY 2021	258,868.70
			10153272	001	C	031595 8895.30050.000.0001	Montgomery County Clerk	170.74	CHECKS REIMBUR	259,039.44
				001	C	031610 5100.00024.000.0000	Montgomery County Clerk	25.00	DDCIR-GARN	259,064.44
			794193	001	C	031614 1169.21523.000.0529	Napa	621.18	FILTERS	259,685.62
			794387	001	C	031614 1169.21523.000.0529	Napa	11.88	FILTERS	259,697.50
			794452	001	C	031614 1169.21523.000.0529	Napa	444.63	BATTERY	260,142.13
			795512	001	C	031614 1169.21523.000.0529	Napa	235.88	BATTERY	260,378.01
			795729	001	C	031614 1169.21523.000.0529	Napa	14.66	GOVERNOR	260,392.67
			794397	001	C	031614 1169.21523.000.0529	Napa	46.33	AIR FILTERS	260,439.00
			794632	001	C	031614 1169.21523.000.0529	Napa	16.40	LIGHT BULBS	260,455.40
			794365	001	C	031614 1169.21523.000.0529	Napa	140.02	V-RIBBED BELT	260,595.42
			795562	001	C	031614 1169.21523.000.0529	Napa	25.41	V-RIBBED BELT	260,620.83
			79848	001	C	031614 1169.21523.000.0529	Napa	694.64	BRAKE DRUM/KIT	261,315.47
			WHEEL & SURTAX	001	E	272111 6020.31200.000.0002	New Richmond Ck Treasurer	378.66	JUNE 2021	261,694.13
			WHEEL & SURTAX	001	E	272112 6020.31200.000.0002	New Ross Ck Treasurer	403.51	JUNE 2021	262,097.64
			165961	001	C	031626 1170.30100.000.0005	Pearson Ford	96.25	KIT/ROTOR	262,193.89
			15157	001	E	210806 1000.30081.000.0061	Peters Municipal Consultants L	2,008.14	JUNE 2021	264,202.03
			820068091	001	C	031615 1176.23522.000.0529	Pomp's Tire Service Inc.	9.54	FLIP TIRE	264,211.57
			820067868	001	C	031615 1176.23522.000.0529	Pomp's Tire Service Inc.	103.50	FLAT REPAIR	264,315.07
			Q-141089	001	C	031627 1175.30640.000.0005	Power Drms	5,221.13	092621-09252022	269,536.20
			102352	001	C	031579 5100.00020.000.0000	Protective Life Insurance	19.93	JULY 2021	269,556.13
			400092534	001	C	031596 1000.30001.000.0011	Purdue University	16.00	TRAVEL A ADAIR	269,572.13
			400092486	001	C	031596 1000.44400.000.0011	Purdue University	34.00	MAY 2021 MIFI	269,606.13
			17944285	001	E	210809 1170.24201.000.0005	Quill Corp	145.78	TONER	269,751.91
			18108250	001	E	210809 1170.24201.000.0005	Quill Corp	0.10	NOTEBOOK	269,752.01

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			17936299	001	E	210809	1170.24201.000.0005	Quill Corp	82.43	TONER/PAPER	269,834.44
			17870045	001	E	210809	1170.24201.000.0005	Quill Corp	260.85	BOXESTONER	270,095.29
			18000800	001	E	210809	1170.24201.000.0005	Quill Corp	235.28	MISC SUPPLIES	270,330.57
			18099639	001	E	210809	1170.24201.000.0005	Quill Corp	448.41	MISC SUPPLIES	270,778.98
			17869267	001	E	210809	1216.24201.000.0002	Quill Corp	51.44	FILE POCKETS	270,830.42
			18101398	001	E	210908	1000.24201.000.0011	Quill Corp	115.32	MISC SUPPLIES	270,945.74
			17867987	001	E	210908	1000.24201.000.0011	Quill Corp	50.97	ADDRESS LABELS	270,996.71
			17692829	001	E	210908	1000.24201.000.0202	Quill Corp	170.29	MISC SUPPLIES	271,167.00
			17701790	001	E	210908	1000.24201.000.0202	Quill Corp	12.72	OFFICE SUPPLIES	271,179.72
			104592	001	C	031597	4915.30049.000.0312	Rapid Reproductions Inc.	195.00	JUNE 2021	271,374.72
			01585520216	001	C	031598	4950.30160.000.0005	Redwood Toxicology Laboratory	105.03	MEDICAL SCREEN	271,479.75
			0694-002764150	001	C	031599	1000.30035.000.0068	Republic Services #786	90.72	AUG 2021	271,570.47
			0786-000585892	001	C	031599	1000.30035.000.0068	Republic Services #786	267.30	AUG 2021	271,837.77
			0786-000585893	001	C	031599	1000.30035.000.0068	Republic Services #786	181.50	AUG 2021	272,019.27
			0786-000585896	001	C	031599	1000.30035.000.0068	Republic Services #786	398.44	AUG 2021	272,417.71
			0786-000585895	001	C	031599	1176.30039.000.0529	Republic Services #786	360.63	AUG 2021	272,778.34
			124788-124992	001	C	031642	1000.30001.000.0009	Rick Kinnett	81.60	ACADEMY	272,859.94
			35302662	001	C	031600	2100.30016.000.0235	Ricoh Usa Inc	168.53	AUG 2021	273,028.47
			35302092	001	C	031600	8899.30050.000.0001	Ricoh Usa Inc	117.15	AUG 2021	273,145.62
			105139422	001	C	031601	1000.30800.000.0312	Ricoh Usa Inc	103.58	072421-08232021	273,249.20
			105179988	001	C	031602	1000.30016.000.0232	Ricoh Usa Inc	100.19	080221-09012021	273,349.39
			105175379	001	C	031603	1000.30083.000.0380	Ricoh Usa Inc	233.88	AUG 2021	273,583.27
			202002	001	C	031671	1222.30050.000.0303	Ritter Strategic Services	3,500.00	TASK 3 & 5	277,083.27
			3024123687	001	C	031616	1169.33450.000.0529	Rush Truck Centers	864.90	CHECK ENGINE LC	277,948.17
			07142021	001	C	031643	1000.30022.000.0068	Sanders Priebe Funeral Home	100.00	H HALL	278,048.17
			06242021	001	C	031643	1000.30022.000.0068	Sanders Priebe Funeral Home	100.00	C JENSEN	278,148.17
			06172021	001	C	031643	1000.30022.000.0068	Sanders Priebe Funeral Home	100.00	W ROSSOK	278,248.17
			8182439008	001	C	031672	4900.30050.000.0303	Shred-it-usa	50.80	JULY 2021	278,298.97
			202103151	001	C	031673	4937.50000.000.0002	SRI Inc	275.00	2021 TAX SALE	278,573.97
			202103151	001	C	031673	4937.50000.000.0002	SRI Inc	1,900.00	2021 TAX SALE	280,473.97
			10749-107695	001	C	031644	1000.30001.000.0009	Stacey Byers	81.60	ACADEMY	280,555.57
			101779	001	C	031628	1170.30100.000.0005	Surb's Tire	17.50	TIRE LABOR	280,573.07
			2285	001	C	031628	1170.30100.000.0005	Surb's Tire	16.00	TIRE ROTATION	280,589.07
			002	001	C	031674	8903.32019.000.0610	Susan Logsdon	80.00	5302021	280,669.07
			002	001	C	031674	8903.32019.000.0610	Susan Logsdon	80.00	5232021	280,749.07

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			002		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	4162021	280,829.07
			002		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	5162021	280,909.07
			002		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	5072021	280,989.07
			003		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	06202021	281,069.07
			003		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	06132021	281,149.07
			003		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	06062021	281,229.07
			003		001	C	031674	8903.32019.000.0610 Susan Logsdon		80.00	06272021	281,309.07
			11886		001	E	210807	1000.30230.000.0061 Taylor, Chadd, Minnett, ET AL		1,159.00	JUNE 2021	282,468.07
			823-531-2302		001	C	031604	4900.30148.000.0303 TDS Telecom		835.70	JULY 2021	283,303.77
			053-157-0911		001	C	031675	4900.30148.000.0303 TDS Telecom		353.74	AUG 2021	283,657.51
			PL4120		001	E	210810	2700.65109.000.0006 The Paper Of Montgomery County		19.44	C WIDENER	283,676.95
			PL4119		001	E	210810	2700.65109.000.0006 The Paper Of Montgomery County		13.61	C WIDENER	283,690.56
			WHEEL & SURTAX		001	E	272113	6020.31200.000.0002 Town Of Linden		753.42	JUNE 2021	284,443.98
			WHEEL & SURTAX		001	E	272114	6020.31200.000.0002 Town Of New Market		603.61	JUNE 2021	285,047.59
			WHEEL & SURTAX		001	E	272115	6020.31200.000.0002 Town Of Waveland		438.32	JUNE 2021	285,485.91
			47835		001	E	073025	1000.30031.000.0068 Treasurer of State		10,127.00	Cville Comm Sch	295,612.91
			13166A		001	C	031617	1169.21523.000.0529 U Rent It Center		150.00	YEARLY TANK REN	295,762.91
			0821543084		001	C	031605	1000.30075.000.0313 Unifirst Corporation		57.50	FLOOR MATS	295,820.41
			0821541421		001	C	031605	1000.30075.000.0313 Unifirst Corporation		57.25	FLOOR MATS	295,877.66
			448222919		001	C	031606	1000.30016.000.0011 US Bank Equipment Finance		293.00	JULY 2021	296,170.66
			448194464		001	C	031676	1000.30016.000.9616 US Bank Equipment Finance		176.73	JULY 2021	296,347.39
			160435		001	C	031629	1170.44524.000.0005 US Uniform Supply		1,682.85	SHOOTER KIT	298,030.24
			000066		001	E	073026	1000.20450.000.0380 Valley Oaks Health Inc		2,664.75	JAIL CHEM PRGM	300,694.99
			000067		001	E	073026	9131.37003.000.0005 Valley Oaks Health Inc		2,409.00	JAIL CHEM PRGM	303,103.99
			000068		001	E	073026	9131.37003.000.0005 Valley Oaks Health Inc		833.25	JAIL CHEM PRGM	303,937.24
			HRA		001	E	072721	1000.12060.000.0068 Ventanex, Inc		93.10	W/E 07232021	304,030.34
			CLAIMS		001	E	080321	4700.00033.000.0068 Ventanex, Inc		60,515.70	W/E 71302021	364,546.04
			Claims		001	E	270721	4700.00033.000.0068 Ventanex, Inc		6,689.21	W/E 07232021	371,235.25
			WHEEL & SURTAX		001	E	272116	6020.31200.000.0002 Waynetown Clerk Treasurer		969.49	JUNE 2021	372,204.74
			105202117		001	C	031677	1000.30016.000.0271 Wells Fargo Financial		259.23	051221-08112021	372,463.97
			73166939		001	C	031678	1170.21000.000.0005 Wex		85.58	JULY 2021 FUEL	372,549.55
			WHEEL & SURTAX		001	E	272117	6020.31200.000.0002 Wingate Clk Treasurer		295.07	JUNE 2021	372,844.62
Location: 0000										7,094.34		

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							Location: 0001	6,611.74		
							Location: 0002	118,787.88		
							Location: 0004	30.00		
							Location: 0005	20,722.76		
							Location: 0006	23,183.00		
							Location: 0009	163.20		
							Location: 0011	781.69		
							Location: 0061	3,167.14		
							Location: 0068	115,043.61		
							Location: 0202	337.66		
							Location: 0232	9,963.46		
							Location: 0235	6,338.99		
							Location: 0271	259.23		
							Location: 0303	8,346.39		
							Location: 0312	296.58		
							Location: 0313	1,546.18		
							Location: 0380	18,261.39		
							Location: 0529	11,176.62		
							Location: 0610	3,473.90		
							Location: 9616	17,181.34		
							Location: 9655	75.52		
							Total:	372,844.62		

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07/30/2021			765364635005		002	E		1000.30036.000.0068	At & T	1,103.02	050421-06032021	373,947.64
07/30/2021			765364635006		002	E		1000.30036.000.0068	At & T	1,103.02	060421-07032021	375,050.66
07/30/2021			7653646350007		002	E		1000.30036.000.0068	At & T	941.31	070421-08032021	375,991.97
07/28/2021			849732398		002	E		1000.30036.000.0068	At & T Long Distance	247.90	LONG DISTANCE	376,239.87
07/29/2021			287283435349x07192021		002	E		1170.30017.000.0005	At & T Mobility	3,576.86	AIRCARDS	379,816.73
07/30/2021			GREAT WEST		002	E		5100.00015.000.0002	Great-West Trust Company,Llc	1,879.56	W/E 07302021	381,696.29
07/30/2021			0-003-535-159		002	E		5100.00014.000.0000	Indiana Dept Of Revenue	59,028.24	JULY 2021	440,724.53
07/30/2021					001	E		5100.00022.000.0000	Indiana State Collection Unit	638.00	DDClr-CHILD SUP	441,362.53
07/30/2021					001	E		1000.12000.000.0068	Internal Revenue Service	16,966.82	DDClr-FICA-SS	458,329.35
07/30/2021					001	E		1000.12000.000.0068	Internal Revenue Service	3,968.05	DDClr-FICA-MED	462,297.40
07/30/2021					001	E		1159.12000.000.0610	Internal Revenue Service	680.19	DDClr-FICA-SS	462,977.59
07/30/2021					001	E		1159.12000.000.0610	Internal Revenue Service	159.08	DDClr-FICA-MED	463,136.67
07/30/2021					001	E		1176.12000.000.0529	Internal Revenue Service	2,957.12	DDClr-FICA-SS	466,093.79
07/30/2021					001	E		1176.12000.000.0529	Internal Revenue Service	691.56	DDClr-FICA-MED	466,785.35
07/30/2021					001	E		1189.12000.000.0004	Internal Revenue Service	28.60	DDClr-FICA-SS	466,813.95
07/30/2021					001	E		1189.12000.000.0004	Internal Revenue Service	6.69	DDClr-FICA-MED	466,820.64
07/30/2021					001	E		1222.12005.000.0303	Internal Revenue Service	765.89	DDClr-FICA-SS	467,586.53
07/30/2021					001	E		1222.12005.000.0303	Internal Revenue Service	179.13	DDClr-FICA-MED	467,765.66
07/30/2021					001	E		4900.12001.000.0303	Internal Revenue Service	95.33	DDClr-FICA-SS	467,860.99
07/30/2021					001	E		4900.12001.000.0303	Internal Revenue Service	22.29	DDClr-FICA-MED	467,883.28
07/30/2021					001	E		4900.12005.000.0303	Internal Revenue Service	663.73	DDClr-FICA-SS	468,547.01
07/30/2021					001	E		4900.12005.000.0303	Internal Revenue Service	155.22	DDClr-FICA-MED	468,702.23
07/30/2021					001	E		5100.00010.000.0000	Internal Revenue Service	5,218.87	DDClr-FICA-MED	473,921.10
07/30/2021					001	E		5100.00012.000.0000	Internal Revenue Service	31,582.84	DDClr-FED TAX	505,503.94
07/30/2021					001	E		5100.00013.000.0000	Internal Revenue Service	22,315.23	DDClr-FICA-SS	527,819.17
07/30/2021					001	E		8109.12000.000.0610	Internal Revenue Service	90.24	DDClr-FICA-SS	527,909.41
07/30/2021					001	E		8109.12000.000.0610	Internal Revenue Service	21.11	DDClr-FICA-MED	527,930.52
07/30/2021					001	E		9131.12000.000.0005	Internal Revenue Service	67.31	DDClr-FICA-SS	527,997.83
07/30/2021					001	E		9131.12000.000.0005	Internal Revenue Service	15.74	DDClr-FICA-MED	528,013.57
07/30/2021					001	E		5100.00023.000.0000	McCready & Keene	1,852.85	DDClr-SHERIFFVOI	529,866.42
07/30/2021					001	E		5100.00030.000.0000	McCready & Keene	100.00	DDClr-SHROTH	529,966.42
07/27/2021			1327117		002	E		1000.30036.000.9655	Metro Fibernet Llc	616.31	71421-0812021	530,582.73
07/30/2021					001	E		1000.12065.000.0068	Mont Cnty Treasurer	3,490.85	DDClr-HSASaving	534,073.58
07/30/2021					001	E		1176.12065.000.0529	Mont Cnty Treasurer	750.10	DDClr-HSASaving	534,823.68
07/30/2021					001	E		1222.12065.000.0303	Mont Cnty Treasurer	230.80	DDClr-HSASaving	535,054.48

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Prerun Date	PO	Mode	Invoice							
07/30/2021				001	E	4900.12065.000.0303	Mont Cnty Treasurer	173.10	DDCIR-HSASaving	535,227.58
08/03/2021				001	E	4931.50000.000.0002	Mont Cnty Treasurer	950.25	Advert Cost	536,177.83
08/03/2021				001	E	4931.50000.000.0002	Mont Cnty Treasurer	4.55	CertSale Surplus	536,182.38
07/30/2021				001	E	5100.00027.000.0000	Mont Cnty Treasurer	2,811.52	DDCIR-HSA-VOL	538,993.90
07/31/2021				001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	48,650.17	DDCIR-GPAHEALTH	587,644.07
07/31/2021				001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	48,896.51	DDCIR-GPAHEALTH	636,540.58
07/31/2021				001	E	1000.12050.000.0068	Montgomery Co Self-Insurance	49,231.52	DDCIR-GPAHEALTH	685,772.10
07/31/2021				001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,216.25	DDCIR-GPAHEALTH	695,988.35
07/31/2021				001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,551.26	DDCIR-GPAHEALTH	706,539.61
07/31/2021				001	E	1176.12050.000.0529	Montgomery Co Self-Insurance	10,551.26	DDCIR-GPAHEALTH	717,090.87
07/31/2021				001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	3,023.70	DDCIR-GPAHEALTH	720,114.57
07/31/2021				001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	3,023.70	DDCIR-GPAHEALTH	723,138.27
07/31/2021				001	E	1222.12050.000.0303	Montgomery Co Self-Insurance	3,023.70	DDCIR-GPAHEALTH	726,161.97
07/31/2021				001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	2,181.87	DDCIR-GPAHEALTH	728,343.84
07/31/2021				001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	2,181.87	DDCIR-GPAHEALTH	730,525.71
07/31/2021				001	E	4900.12050.000.0303	Montgomery Co Self-Insurance	2,181.87	DDCIR-GPAHEALTH	732,707.58
07/31/2021				001	E	9131.12050.000.0005	Montgomery Co Self-Insurance	689.41	DDCIR-GPAHEALTH	733,396.99
07/31/2021				001	E	9131.12050.000.0005	Montgomery Co Self-Insurance	689.41	DDCIR-GPAHEALTH	734,086.40
07/31/2021				001	E	9131.12050.000.0005	Montgomery Co Self-Insurance	689.41	DDCIR-GPAHEALTH	734,775.81
07/30/2021				001	E	1000.12020.000.0068	Public Empls Retirement Fd	23,666.65	DDCIR-INPRS	758,442.46
07/30/2021				001	E	1159.12020.000.0610	Public Empls Retirement Fd	1,092.68	DDCIR-INPRS	759,535.14
07/30/2021				001	E	1176.12020.000.0529	Public Empls Retirement Fd	5,582.72	DDCIR-INPRS-HWY	765,117.86
07/30/2021				001	E	1222.12005.000.0303	Public Empls Retirement Fd	1,491.53	DDCIR-INPRS	766,609.39
07/30/2021				001	E	4900.12005.000.0303	Public Empls Retirement Fd	1,271.52	DDCIR-INPRS	767,880.91
07/30/2021				001	E	4900.12025.000.0303	Public Empls Retirement Fd	177.05	DDCIR-INPRS	768,057.96
07/30/2021				001	E	5100.00011.000.0000	Public Empls Retirement Fd	7,497.75	DDCIR-INPRS	775,555.71
07/30/2021				001	E	5100.00011.000.0000	Public Empls Retirement Fd	1,465.00	DDCIR-PERFVOL	777,020.71
07/30/2021				001	E	5100.00011.000.0000	Public Empls Retirement Fd	115.24	DDCIR-PERFVOL2	777,135.95
07/30/2021				001	E	5100.00011.000.0000	Public Empls Retirement Fd	1,495.39	DDCIR-INPRS-HWY	778,631.34
07/30/2021				001	E	8109.12020.000.0610	Public Empls Retirement Fd	138.28	DDCIR-INPRS	778,769.62
07/30/2021				001	E	9131.12020.000.0005	Public Empls Retirement Fd	154.00	DDCIR-INPRS	778,923.62
								134,120.93		
								2,834.36		

Location: 0000
Location: 0002

Docket Voucher Register (Cumulative)

Begin Date: 07/27/2021

End Date: 08/09/2021

Montgomery County

Prerun Date	PO	PO	Mode	Invoice
-------------	----	----	------	---------

Budget	Account Code
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Vendor Name

Bank

Check

Location: 0004
Location: 0005
Location: 0068
Location: 0303
Location: 0529
Location: 0610
Location: 9655

Amount Description

Check Total

35.29
5,882.14
198,265.82
20,842.30
41,300.27
2,181.58
616.31
406,079.00

Total:

Docket Voucher Register (Cumulative)

Begin Date: 07/27/2021

End Date: 08/09/2021

Montgomery County

Prerun Date	PO	PO	Mode	Invoice
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Bank	Check	Budget Account Code	Vendor Name
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Check Total

Amount Description

526,590.90	
252,332.72	

Electronic Totals:
Check Totals:

406,079.00	
372,844.62	
778,923.62	

Prerun Totals:
Regular Totals:
Grand Totals:

Financial System

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Payroll Claims

Thursday, August 05, 2021 9:19 AM

Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Northcutt, Greg A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,571.19	1000.11983.000.031 ₃	Salary	Salary
Clouser, Brooke E	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,569.54	1222.11730.000.030 ₃	Salary	Salary
Weder, Tyler S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11224.000.038 ₀	Salary	Salary
Kirby, Jared R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,210.55	1170.11021.000.000 ₅	Salary	Salary
Kirby, Jared R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,186.54	1170.11935.000.000 ₅	Salary	Salary
Berry, Caleb T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,961.54	1170.11222.000.000 ₅	Salary	Salary
Hines, Sarah A	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,918.35	1222.11303.000.030 ₃	Salary	Salary
Busse, Danielle M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,152.39	1000.11702.000.000 ₂	Salary	Salary
Andel, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,468.88	1000.11100.000.000 ₂	Salary	Salary
Wiles, Courtney D	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,384.54	4900.11830.000.030 ₃	Salary	Salary
Douglas, Karyn D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,895.92	1000.11100.000.000 ₁	Salary	Salary
Garing, Dylan J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11492.000.038 ₀	Salary	Salary
Newton, Mitchell A	Pay 01	Salary	Salary	Commissioners	Commissioners	228.38	1000.11021.000.038 ₀	Salary	Salary
Newton, Mitchell A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11499.000.038 ₀	Salary	Salary
Kemple, Brenda (Christy) M	Pay 01	Salary	Salary	HD	HD	1,815.39	1159.11660.000.061 ₀	Salary	Salary
Ratcliff, Nicole L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,412.31	1000.11202.000.000 ₂	Salary	Salary
McCarty, Matt P	Pay 01	Salary	Salary	Commissioners	Commissioners	3,178.38	1170.11205.000.000 ₅	Salary	Salary
Laplaut, Nichole E	Pay 01	Salary	Salary	Commissioners	Commissioners	2,123.54	4905.11125.000.023 ₅	Salary	Salary
Watson, Jacob M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,538.46	1170.11305.000.000 ₅	Salary	Salary

Payroll System

07/28/2021 12:55 PM by twalke

Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Riddle, Terry L	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11752.000.052	Salary	Salary
Garrard, Earlene L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,828.85	1224.11503.000.000	Salary	Salary
Teal, Anthony S	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11936.000.000	Salary	Salary
Riehle, Brian A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,413.46	1170.11815.000.000	Salary	Salary
Jones, Ashley N	Pay 01	Salary	Salary	Commissioners	Commissioners	1,273.92	1000.11460.000.066	Salary	Salary
Melvin, Kathryn J	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,357.38	4900.11613.000.030	Salary	Salary
Walke, Traci C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,412.31	1000.11902.000.000	Salary	Salary
Felker, Lori A	Pay 01	Salary	Salary	Commissioners	Commissioners	56.79	1000.11021.000.038	Salary	Salary
Felker, Lori A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,778.85	1000.11498.000.038	Salary	Salary
Klein, Thomas A	Pay 01	Salary	Salary	Commissioners	Commissioners	3,653.85	1000.11120.000.006	Salary	Salary
Beuoy, Ryan M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,416.62	4923.11821.000.027	Salary	Salary
Pearson, Layton A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,157.31	1000.11412.000.066	Salary	Salary
Weimer, Inez J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,538.46	1000.11496.000.038	Salary	Salary
Smith, Constance S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,268.23	1000.11930.000.038	Salary	Salary
Cutts, Eric A	Pay 01	Salary	Salary	Commissioners	Commissioners	212.35	2100.11021.000.023	Salary	Salary
Cutts, Eric A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,123.54	9167.11105.000.023	Salary	Salary
McNulty, Alayna R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,357.38	4900.11813.000.030	Salary	Salary
Hechinger, Robert J	Pay 01	Salary	Salary	Commissioners	Commissioners	271.88	1170.11021.000.000	Salary	Salary
Hechinger, Robert J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,136.54	1170.11270.000.000	Salary	Salary

Payroll System

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Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Nichols, Brody B	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11280.000.038	Salary	Salary
Fulwider, James D	Pay 01	Salary	Salary	Commissioners	Commissioners	807.69	1000.11268.000.006	Salary	Salary
Redmon, Ethan M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,136.54	1170.11355.000.000	Salary	Salary
Swank, Nisha C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,634.62	1000.11238.000.038	Salary	Salary
Bailey, C T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,538.46	1000.11039.000.037	Salary	Salary
Sarver, Thomas D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,721.50	1000.11160.000.066	Salary	Salary
Fletcher, Nathaniel G	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11298.000.038	Salary	Salary
Lough, Jacob N	Pay 01	Salary	Salary	Highway	Highway	2,298.65	1176.11052.000.052	Salary	Salary
Light, Cynthia S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,522.46	1000.11360.000.066	Salary	Salary
Thompson, Jack W	Pay 01	Salary	Salary	Highway	Highway	464.19	1176.11009.000.052	Salary	Salary
Northcutt, Adrienne R	Pay 01	Salary	Salary	HD	HD	1,585.31	1159.11061.000.061	Salary	Salary
Gilliland, Patrick T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,896.62	9168.11225.000.023	Salary	Salary
Waling, Ashlee N	Pay 01	Salary	Salary	Commissioners	Commissioners	2,082.08	8171.11025.000.023	Salary	Salary
Traugber, Kathy A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,637.81	1189.11300.000.000	Salary	Salary
Boyer III, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	353.36	1000.11021.000.038	Salary	Salary
Boyer III, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11489.000.038	Salary	Salary
Eyler, Kenneth R	Pay 01	Part Time	Part Time	Commissioners	Commissioners	183.75	1000.11055.000.038	Hourly	Hourly
Braziel, Cameran M	Pay 01	Salary	Salary	Commissioners	Commissioners	43.84	1000.11021.000.038	Salary	Salary
Braziel, Cameran M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,461.54	1000.11485.000.038	Salary	Salary

Payroll System

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Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Allen, Michael J	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11085.000.052 9	Salary	Salary
King, Travis M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,771.46	1170.11274.000.000 5	Salary	Salary
Bowling, Michelle V	Pay 01	Salary	Salary	Commissioners	Commissioners	1,358.88	1170.11405.000.000 5	Salary	Salary
Hegemeier, Loren W	Pay 01	Salary	Salary	Highway	Highway	1,306.12	1176.11073.000.052 9	Salary	Salary
Feltner, Barbara M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,487.77	1000.11409.000.023 5	Salary	Salary
Lesko, Kara D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,204.38	1000.11400.000.020 1	Salary	Salary
Sandusky, Kimberly H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,708.96	1000.11401.000.000 1	Salary	Salary
Curtis, Shelby J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,011.54	1170.11383.000.000 5	Salary	Salary
Oldham, Racheal A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,519.08	1000.11028.000.023 5	Salary	Salary
Southard, Rachel A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,269.77	1000.11211.000.000 1	Salary	Salary
Hunt, David T	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Cope, Vicki R	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,412.92	1222.11830.000.030 3	Salary	Salary
McAnulty, Linda M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,292.50	1000.11321.000.020 1	Salary	Salary
Meritt, Christopher M	Pay 01	Salary	Salary	Highway	Highway	1,840.23	1176.11640.000.052 9	Salary	Salary
Brady, Scott W	Pay 01	Salary	Salary	Highway	Highway	1,768.81	1176.11257.000.052 9	Salary	Salary
Thomen, Austin D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,136.54	1170.11235.000.000 5	Salary	Salary
Geigle, Andria L	Pay 01	Salary	Salary	Commissioners	Commissioners	3,223.31	1000.11228.000.023 5	Salary	Salary
Geigle, Andria L	Pay 01	Salary	Salary	Commissioners	Commissioners	225.64	2100.11021.000.023 5	Salary	Salary
Walters, Brookanna L	Pay 01	Salary	Salary	HD	HD	1,347.50	1159.11459.000.061 0	Salary	Salary

Distribution Report - Employee Name/Budget Account Code
 Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Phillips, Samantha K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,180.77	1000.11400.000.020	Salary	Salary
Needham, Kelly L	Pay 01	Part Time	Part Time	Commissioners	Commissioners	196.15	1000.11938.000.000	Salary	Salary
Proctor, Kyle A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,234.85	1170.11945.000.000	Salary	Salary
Lowe, Nema G	Pay 01	Salary	Salary	Commissioners	Commissioners	1,721.15	1000.11370.000.038	Salary	Salary
Phillips, Jakob A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11630.000.038	Salary	Salary
Black, Rachel R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,242.31	1000.11321.000.020	Salary	Salary
Thomas, Rebekah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,196.54	1000.11204.000.000	Salary	Salary
Blanton, Ronald L	Pay 01	Salary	Salary	Highway	Highway	251.29	1176.11021.000.052	Salary	Salary
Blanton, Ronald L	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11859.000.052	Salary	Salary
Frey, John E	Pay 01	Salary	Salary	Commissioners	Commissioners	807.69	1000.11368.000.006	Salary	Salary
Thomas, Cole R	Pay 01	Salary	Salary	Commissioners	Commissioners	599.36	1000.11380.000.038	Salary	Salary
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	443.52	1176.11021.000.052	Salary	Salary
Steelsmith, Seth A	Pay 01	Salary	Salary	Highway	Highway	1,689.58	1176.11072.000.052	Salary	Salary
Kinnett, Richard L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,467.83	1000.11109.000.000	Salary	Salary
Bentley, Sherri L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,028.81	1000.11100.000.000	Salary	Salary
Hughes, Jeremy A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,821.46	1170.11505.000.000	Salary	Salary
Jones, Stephen W	Pay 01	Salary	Salary	Highway	Highway	1,570.65	1176.11642.000.052	Salary	Salary
Wilson, Loudella E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,723.38	1000.11418.000.038	Salary	Salary
Hampton, Dave W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,306.12	1000.11132.000.031	Salary	Salary

Payroll System

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Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Emmert, Vicki A	Pay 01	Part Time	Part Time	Commissioners	Commissioners	199.40	1000.11168.000.000 6	Hourly	Hourly
Conkright, John W	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11279.000.052 9	Salary	Salary
Ledbetter, Sherri A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,647.96	1000.11260.000.066 0	Salary	Salary
Parker, Conner D	Pay 01	Salary	Salary	Commissioners	Commissioners	769.44	1000.11491.000.038 0	Salary	Salary
Fairfield, Tanner J	Pay 01	Salary	Salary	Commissioners	Commissioners	288.48	1000.11021.000.038 0	Salary	Salary
Fairfield, Tanner J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11488.000.038 0	Salary	Salary
Forman, Darren D	Pay 01	Salary	Salary	Commissioners	Commissioners	749.38	1000.11100.000.000 7	Salary	Salary
Ranard, Brennan D	Pay 01	Salary	Salary	Highway	Highway	1,358.88	1176.11077.000.052 9	Salary	Salary
Hedge, Jeffery A	Pay 01	Salary	Salary	Highway	Highway	1,877.04	1176.11402.000.052 9	Salary	Salary
Mills, Don G	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Byers, Stacey L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,356.06	1000.11209.000.000 9	Salary	Salary
Cummins, Thomas E	Pay 01	Salary	Salary	Commissioners	Commissioners	2,083.62	1000.11006.000.000 6	Salary	Salary
Froedge, Jill A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,739.54	1000.11321.000.023 2	Salary	Salary
Gable, Faith T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,964.81	2100.11523.000.023 5	Salary	Salary
Church, Erica E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,115.38	1000.11502.000.020 2	Salary	Salary
Walters, Jeffrey L	Pay 01	Part Time	Part Time	Commissioners	Commissioners	646.00	4950.11055.000.000 5	Hourly	Hourly
Lough, Cody A	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11080.000.052 9	Salary	Salary
Warren, Cheyenne M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,519.23	1000.11497.000.038 0	Salary	Salary
Campbell, Brian K	Pay 01	Salary	Salary	Commissioners	Commissioners	1,636.19	1000.11230.000.965 5	Salary	Salary

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Payroll System

Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Budget Amount	Current Pay Type	History Pay Type
Harshbarger, Jennifer S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,280.50	Salary	Salary
Boller, Cameron L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	Salary	Salary
Swick, Cody J	Pay 01	Salary	Salary	Commissioners	Commissioners	506.41	Salary	Salary
Dodds, Regina M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	Salary	Salary
Laffoon, Heather R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,802.31	Salary	Salary
Hollen, Joshua D	Pay 01	Salary	Salary	Commissioners	Commissioners	192.32	Salary	Salary
Hollen, Joshua D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	Salary	Salary
McCoy, Bradley J	Pay 01	Salary	Salary	Highway	Highway	1,280.50	Salary	Salary
Pike, Drake A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	Salary	Salary
Stonebraker, Casey T	Pay 01	Salary	Salary	Commissioners	Commissioners	1,461.54	Salary	Salary
Fullenwider, Benjamin D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,261.54	Salary	Salary
Teague, Diamond M	Pay 01	Part Time	Part Time	HD	HD	255.00	Hourly	Hourly
Smith, Mark	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	Salary	Salary
Burget, Jessica L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,134.62	Salary	Salary
Beavers, Edward J	Pay 01	Salary	Salary	Highway	Highway	1,560.92	Salary	Salary
Caldwell, Melissa A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,686.00	Salary	Salary
Weller, Mary J	Pay 01	Part Time	Part Time	Follow the Fund	Follow the Fund	461.25	Hourly	Hourly
Peck, James M	Pay 01	Salary	Salary	Highway	Highway	3,841.46	Salary	Salary
Hieston, Aaron j	Pay 01	Salary	Salary	Highway	Highway	1,280.50	Salary	Salary

Payroll System

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Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Budget Amount	Account Code	Current Pay Type	History Pay Type
Koury, Mycah A	Pay 01	Salary	Salary	Statewide 911	Statewide 911	106.72	4900.11021.000.030 ³	Salary	Salary
Koury, Mycah A	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,365.38	4900.11307.000.030 ³	Salary	Salary
Moore, Jacob A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,514.27	1000.11160.000.000 ⁹	Salary	Salary
Bruenger, Stephanie T	Pay 01	Salary	Salary	Commissioners	Commissioners	36.81	1170.11021.000.000 ⁵	Salary	Salary
Bruenger, Stephanie T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,061.54	1170.11255.000.000 ⁵	Salary	Salary
Northcutt, Isaac M	Pay 01	Salary	Salary	Highway	Highway	1,255.38	1176.11070.000.052 ⁹	Salary	Salary
Henry, Sherri K	Pay 01	Salary	Salary	CCC 1222	CCC 1222	2,100.81	1222.11102.000.030 ³	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	92.66	1000.11029.000.020 ¹	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	2,316.69	1000.11244.000.023 ⁵	Salary	Salary
Payne, Brenda S	Pay 01	Salary	Salary	Commissioners	Commissioners	231.65	2100.11021.000.023 ⁵	Salary	Salary
Dale, Connie K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,182.23	1170.11705.000.000 ⁵	Salary	Salary
Sweet, Mark A	Pay 01	Salary	Salary	Highway	Highway	1,306.12	1176.11012.000.052 ⁹	Salary	Salary
Parker, Samantha R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,134.62	1000.11809.000.000 ⁹	Salary	Salary
Parker, Nicole L	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,981.15	1222.11233.000.030 ³	Salary	Salary
Hodges, Amie J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,650.69	1000.11400.000.023 ²	Salary	Salary
Olin, Matthew J	Pay 01	Salary	Salary	Highway	Highway	1,865.42	1176.11506.000.052 ⁹	Salary	Salary
Clark, Brady M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11494.000.038 ⁰	Salary	Salary
Miller, Gregory H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,795.13	1000.11290.000.000 ⁹	Salary	Salary
Guard, Forest D	Pay 01	Salary	Salary	Commissioners	Commissioners	807.69	1000.11068.000.006 ⁸	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Swazay, Angela D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,777.96	1000.11119.000.066	Salary	Salary
Todd, Richard R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11215.000.000	Salary	Salary
Boyer IV, William H	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11490.000.038	Salary	Salary
Ramos, Sandra A	Pay 01	Salary	Salary	Highway	Highway	1,228.15	1176.11259.000.052	Salary	Salary
Reed, Amber D	Pay 01	Salary	Salary	HD	HD	2,027.88	1159.11516.000.061	Salary	Salary
Yerkes-Mason, Deborah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,220.46	1224.11208.000.000	Salary	Salary
Newlin, Timothy D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11302.000.038	Salary	Salary
Griffith, Jennifer A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,186.54	1170.11275.000.000	Salary	Salary
Bohlander, Jacob R	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006	Salary	Salary
Richey, Patricia L	Pay 01	Board Members	Board Members	Commissioners	Commissioners	150.00	1000.11166.000.006	Hourly	Hourly
Haslam, Tracy L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,204.08	1000.11209.000.027	Salary	Salary
Denbo, Leah L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,442.04	1000.11101.000.001	Salary	Salary
Orr, Donald S	Pay 01	Salary	Salary	HD	HD	1,493.88	1159.11216.000.061	Salary	Salary
Melvin, Brent D	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11008.000.052	Salary	Salary
Rice, Anthony J	Pay 01	Salary	Salary	Commissioners	Commissioners	2,361.54	1170.11850.000.000	Salary	Salary
Victory-Kosinski, Kaylynn R	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,440.46	4900.11212.000.030	Salary	Salary
York, Jennifer B	Pay 01	Salary	Salary	Commissioners	Commissioners	110.52	1000.11029.000.020	Salary	Salary
York, Jennifer B	Pay 01	Salary	Salary	Commissioners	Commissioners	2,762.81	9134.11522.000.023	Salary	Salary
Dossett, Laura R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,777.96	1000.11258.000.006	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Crull, Kevin M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,463.46	1170.11934.000.000 5	Salary	Salary
Donaldson, Steven B	Pay 01	Salary	Salary	Commissioners	Commissioners	4,515.31	1000.11421.000.027 1	Salary	Salary
Morales Gutierrez, Sinahi U	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,384.54	4900.11413.000.030 3	Salary	Salary
Downing, Monica D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11439.000.037 9	Salary	Salary
Villalpando, Lindsey A	Pay 01	Salary	Salary	Commissioners	Commissioners	2,219.69	1000.11273.000.023 5	Salary	Salary
Punke, Deric L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,961.54	1170.11024.000.000 5	Salary	Salary
Lowe, Albert L	Pay 01	Salary	Salary	Highway	Highway	1,914.58	1176.11641.000.052 9	Salary	Salary
Barth, Daniel S	Pay 01	Salary	Salary	Commissioners	Commissioners	56.16	1000.11021.000.037 9	Salary	Salary
Barth, Daniel S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11239.000.037 9	Salary	Salary
Cochran, Hannah R	Pay 01	Salary	Salary	Commissioners	Commissioners	2,131.77	9168.11113.000.023 5	Salary	Salary
Bowman-Baker, Alyssa M	Pay 01	Salary	Salary	Central Comms Center	Central Comms Center	1,580.77	4900.11513.000.030 3	Salary	Salary
Bickel, Mark M	Pay 01	Salary	Salary	Commissioners	Commissioners	3,147.42	1000.11229.000.023 5	Salary	Salary
Cox, Nancy L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,531.96	1000.11300.000.000 3	Salary	Salary
Eads, Hunter C	Pay 01	Salary	Salary	Commissioners	Commissioners	18.03	1000.11021.000.038 0	Salary	Salary
Eads, Hunter C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11501.000.038 0	Salary	Salary
Davis, Michael D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,828.85	1000.11105.000.075 3	Salary	Salary
Minor, Jeremy K	Pay 01	Salary	Salary	Commissioners	Commissioners	565.88	1170.11021.000.000 5	Salary	Salary
Minor, Jeremy K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,186.54	1170.11507.000.000 5	Salary	Salary
Totheroh, Emily J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11293.000.038 0	Salary	Salary

Payroll System

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Mellish, Thomas J	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Thompson, Nathaniel M	Pay 01	Salary	Salary	CCC 1222	CCC 1222	25.45	1222.11021.000.030 3	Salary	Salary
Thompson, Nathaniel M	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,153.74	1222.11043.000.030 3	Salary	Salary
Dickerson, Nicole L	Pay 01	Salary	Salary	Statewide 911	Statewide 911	186.67	4900.11414.000.030 3	Salary	Salary
Stephens, William C	Pay 01	Salary	Salary	Highway	Highway	1,367.31	1176.11019.000.052 9	Salary	Salary
Brown, Brittany A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,490.38	1000.11339.000.037 9	Salary	Salary
Brown, Christian C	Pay 01	Salary	Salary	Commissioners	Commissioners	2,009.62	1000.11480.000.038 0	Salary	Salary
Eilert, Drake L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,369.23	1000.11521.000.027 1	Salary	Salary
Gooding, Beth A	Pay 01	Salary	Salary	Commissioners	Commissioners	1,061.62	1000.11253.000.038 0	Salary	Salary
Taylor, Michael G	Pay 01	Salary	Salary	Commissioners	Commissioners	647.28	1170.11021.000.000 5	Salary	Salary
Taylor, Michael G	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11937.000.000 5	Salary	Salary
Carrell, Henry W	Pay 01	Salary	Salary	Commissioners	Commissioners	1,634.65	1000.11733.000.038 0	Salary	Salary
Conrad, Carolyn S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,561.81	1000.11502.000.023 2	Salary	Salary
Cravens, Samantha D	Pay 01	Salary	Salary	HD	HD	1,486.27	1159.11309.000.061 0	Salary	Salary
Greene, Paula L	Pay 01	Salary	Salary	Commissioners	Commissioners	294.60	1000.11021.000.038 0	Salary	Salary
Greene, Paula L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11493.000.038 0	Salary	Salary
Miller, Farren M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,781.81	1000.11524.000.023 5	Salary	Salary
Taylor, Greg L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,125.00	1000.11734.000.031 3	Salary	Salary
Douglas, Scott K	Pay 01	Salary	Salary	HD	HD	1,070.44	1159.11162.000.061 0	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Needham, Michael R	Pay 01	Salary	Salary	Commissioners	Commissioners	3,785.77	1170.11175.000.000 5	Salary	Salary
Bonwell, David M	Pay 01	Salary	Salary	Commissioners	Commissioners	2,427.38	1000.11732.000.031 2	Salary	Salary
Kersey, Michael T	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11200.000.000 5	Salary	Salary
French, Aaron D	Pay 01	Salary	Salary	Commissioners	Commissioners	805.63	1170.11021.000.000 5	Salary	Salary
French, Aaron D	Pay 01	Salary	Salary	Commissioners	Commissioners	2,461.54	1170.11022.000.000 5	Salary	Salary
Wolf, James M	Pay 01	Salary	Salary	Commissioners	Commissioners	332.12	1000.11138.000.030 8	Salary	Salary
Bowden, Jessica P	Pay 01	Salary	Salary	Statewide 911	Statewide 911	1,357.38	4900.11313.000.030 3	Salary	Salary
Sutherland, Kirsten M	Pay 01	Salary	Salary	Commissioners	Commissioners	1,269.81	1000.11209.000.023 5	Salary	Salary
Halle, Cheryl D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,708.96	1000.11409.000.000 9	Salary	Salary
Latzke, Kristen C	Pay 01	Salary	Salary	Commissioners	Commissioners	1,623.08	1000.11575.000.075 0	Salary	Salary
Alenduff, Brandon R	Pay 01	Salary	Salary	Commissioners	Commissioners	140.40	1000.11021.000.038 0	Salary	Salary
Alenduff, Brandon R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11236.000.038 0	Salary	Salary
Fearrin, Susan D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,743.15	1000.11600.000.000 1	Salary	Salary
Herron, Rhonda L	Pay 01	Salary	Salary	Commissioners	Commissioners	1,469.35	1000.11602.000.000 2	Salary	Salary
Booth, Gary D	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Powell, Daniel E	Pay 01	Salary	Salary	Highway	Highway	51.98	1176.11021.000.052 9	Salary	Salary
Powell, Daniel E	Pay 01	Salary	Salary	Highway	Highway	1,386.08	1176.11076.000.052 9	Salary	Salary
Bentley, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,780.12	1189.11100.000.000 4	Salary	Salary
Cornett, Alexander J	Pay 01	Salary	Salary	Highway	Highway	1,280.50	1176.11011.000.052 9	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
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Montgomery County

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type	History Pay Type
Nine, Mercedes E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,375.00	1000.11838.000.038 0	Salary	Salary
Shaw, Devin J	Pay 01	Salary	Salary	Commissioners	Commissioners	330.55	1000.11021.000.038 0	Salary	Salary
Shaw, Devin J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,346.15	1000.11352.000.038 0	Salary	Salary
Stull, James D	Pay 01	Salary	Salary	Highway	Highway	1,530.31	1176.11071.000.052 9	Salary	Salary
Davidson, Mark A	Pay 01	Salary	Salary	Commissioners	Commissioners	192.31	1000.11261.000.006 1	Salary	Salary
Williamson, Lindsay J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,251.00	1000.11159.000.001 1	Salary	Salary
Morrison, Nicole R	Pay 01	Salary	Salary	Commissioners	Commissioners	1,160.46	1000.11502.000.020 1	Salary	Salary
Rivers, Jennifer J	Pay 01	Salary	Salary	Commissioners	Commissioners	1,538.46	1000.11113.000.075 3	Salary	Salary
Harrington, Shari L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,083.62	1000.11095.000.965 5	Salary	Salary
Holley, Johnathon H	Pay 01	Salary	Salary	Commissioners	Commissioners	2,514.27	1000.11621.000.027 1	Salary	Salary
Walsh, Todd P	Pay 01	Salary	Salary	Commissioners	Commissioners	2,286.54	1170.11938.000.000 5	Salary	Salary
Haslam, Brittany R	Pay 01	Salary	Salary	CCC 1222	CCC 1222	1,469.27	1222.11212.000.030 3	Salary	Salary
Byers, Mindy K	Pay 01	Salary	Salary	Commissioners	Commissioners	2,098.58	1000.11300.000.000 2	Salary	Salary
Grayson, Peggy S	Pay 01	Salary	Salary	Commissioners	Commissioners	1,794.19	1224.11300.000.000 8	Salary	Salary
Jenkins Jr, Rodney L	Pay 01	Salary	Salary	Commissioners	Commissioners	90.66	1170.11021.000.000 5	Salary	Salary
Jenkins Jr, Rodney L	Pay 01	Salary	Salary	Commissioners	Commissioners	2,538.46	1170.11315.000.000 5	Salary	Salary
Myers, Laren E	Pay 01	Salary	Salary	Commissioners	Commissioners	1,597.38	1170.11975.000.000 5	Salary	Salary
Cerda, Jonathan	Pay 01	Salary	Salary	Commissioners	Commissioners	1,403.85	1000.11500.000.038 0	Salary	Salary
Lazell, Lula D	Pay 01	Salary	Salary	Commissioners	Commissioners	1,268.73	1000.11243.000.038 0	Salary	Salary

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Distribution Report - Employee Name/Budget Account Code
Check Date: 07/30/2021 Normal

Employee Name	Pay Record	Current Pay Group	History Pay Group	Current Benefit Group	History Benefit Group	Budget Amount	Current Pay Type	History Pay Type
266						380,857.08		

Minutes - July 26, 2021

Thursday, August 05, 2021 9:19 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, JULY 26, 2021

The Montgomery County Commissioners met in regular session on Monday, July 26, 2021 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

CALL TO ORDER

On call of the roll, the members of the Board were shown to be present as follows: Board President John E. Frey; Board Vice President James D. Fulwider; and Commissioner Guard member.

Also present: County Attorney Dan Taylor, County Administrator Tom Klein, Chief Deputy Auditor Mindy Byers, Sheriff Ryan Needham, Building Administrator Marc Bonwell, EMA Director Shari Harrington, Highway Director Jake Lough, County Engineer James Peck, Treasurer Heather Laffoon.

PLEDGE & PRAYER

Board President Commissioner Frey ledge the pledge of allegiance and Commissioner Guard led the prayer.

CONSENT AGENDA

Approval of Claims: July 12, 2021 to July 26, 2021

Accounts Payable - \$1,928,285.72; Payroll - \$384,358.39

Approval of Minutes: July 26, 2021

Enterprise Fleet Management Bill of Sale – 2016 Ford F-150XL – Surveyor's Vehicle

Commissioner Fulwider moved to approve the consent agenda. Seconded by Commissioner Guard.

Motion passed 3-0.

FIRST PUBLIC HEARING: PRELIMINARY DETERMINATION OF NEED FOR GOVERNMENT CENTER PROJECT

The Board President presided over the hearing, welcoming everyone and introducing members of the Board and speakers.

It was explained that under Indiana Code 6-1.1-20-3.1 whenever a political subdivision proposes to enter into a lease agreement and/or issue bonds for the acquisition, construction or renovation of a facility resulting in total costs in excess of \$5,575,350, the political subdivision is required to hold two public hearings on its preliminary determination to issue such bonds and enter into such lease agreement. Notice of both of these public hearings was published in the Journal Review and The Paper of Montgomery County on July 14, 2021, and was mailed to the Montgomery County Clerk and any organizations previously requesting such notice as provided in Indiana Code 6-1.1-20-3.1. The proof of publication of the notice of the hearing was presented at the meeting. The first hearing on the preliminary determination for the Project (as defined herein) was held at 8:00 a.m. on July 26, 2021.

It was also explained that at this hearing all interested people may give testimony and/or ask questions concerning the project, which consists of the acquisition of an approximately 40,000 square foot renovated building to be used as a new courthouse annex, with approximately 40 offices, meeting rooms and associated amenities, including required surface parking, together with all necessary appurtenances, related improvements and equipment (the "Project"). The purpose of the hearing is

two-fold: (1) to inform the public as to the proposed Project; and (2) to allow all interested parties, taxpayers and patrons of the County to voice their opinions as to the Project and ask questions.

After the purpose of the hearing was explained, the presentations regarding the need for the Project were given. The estimated Project cost and schedule were then presented to the public. It was explained how this Project would be funded and the tax rate impact the Project would have on the community. All financial information required under Indiana Code 6-1.1-20-3.1(b) was provided.

After the above presentations, the Board President Commissioner John E. Frey Opened the Public Hearing @ 8:06 am announced that the Board would now hear testimony and questions from the public.

Hearing no questions from the public, the Board President Commissioner John E. Frey closed the public hearing @ 8:06 am and the Board introduce the Preliminary Determination Resolution to issue bonds and enter a lease agreement as Exhibit A (see below) in order to complete the Project. Thereafter, the Preliminary Determination Resolution was held for final consideration following the second public hearing at 8:00 a.m. on August 9, 2021.

“EXHIBIT A

RESOLUTION 2021-11 PRELIMINARY DETERMINATION RESOLUTION

WHEREAS, the Board of Commissioners (the "Board") of Montgomery County (the "County") published a Notice of Preliminary Determination Hearings on July 14, 2021 in the Journal Review and The Paper of Montgomery County and mailed such notice to the Montgomery County Clerk and any organizations requesting such notice as provided in Indiana Code 6-1.1-20-3.1, with respect to the acquisition of an approximately 40,000 square foot renovated building to be used as a new courthouse annex, with approximately 40 offices, meeting rooms and associated amenities, including required surface parking, together with all necessary appurtenances, related improvements and equipment (the "Project"); and

WHEREAS, two preliminary determination hearings have been held in accordance with said notice and the laws of the State of Indiana; and

WHEREAS, the County has made the following information available to the public at these public hearings: (a) the result of the County's current and projected annual debt service payments divided by the net assessed value of taxable property within the County, which is 0.0873%; (b) the result of (i) the sum of the

County's outstanding long term debt plus the outstanding long term debt of other taxing units that include any of the territory of the County, divided by (ii) the net assessed value of taxable property within the County, which is 6.75%; and (c) the estimated amount of the County's debt service levy and rate that will result during the following 10 years if the County enters into a lease and issues the bonds, after considering any changes that will occur to the debt service levy and rate during that period on account of any outstanding bonds or lease obligations that will mature or terminate during that period is as follows:

Year	Estimated Total Debt Service Levy	Estimated Total Debt Service Rate
2022	\$1,775,000	\$0.0812
2023	1,773,000	0.0811
2024	1,773,000	0.0811
2025	597,000	0.0273
2026	595,000	0.0272
2027	593,000	0.0271
2028	595,000	0.0272
2029	593,000	0.0271
2030	595,000	0.0272
2031	392,000	0.0179
2032	392,000	0.0179

NOW THEREFORE, BE IT RESOLVED that Board of Commissioners of Montgomery County preliminarily determines to issue bonds and enter into a lease agreement for the Project.

BE IT FURTHER RESOLVED that the lease agreement will be for a maximum term of 20 years with a maximum annual lease rental of \$440,000. The maximum annual lease rental has been estimated based upon an estimated principal amount of bonds of \$6,000,000, estimated interest rates ranging from 2.0% to 5.0%, and total estimated interest costs of \$2,500,000. The County's current debt service levy is \$1,134,144 and the current debt service rate is \$0.0519. After the County enters into the proposed lease agreement and the bonds are issued, the debt service levy will increase by a maximum of \$640,856 and the debt service rate will increase by a maximum of \$0.0293. The purpose of the lease agreement is to provide for the acquisition of the Project.

BE IT FURTHER RESOLVED that the Secretary of the Board is hereby authorized and directed to publish, or cause to be published, the notice of adoption of this preliminary determination in accordance with Indiana law.

Passed and adopted this 9th day of August, 2021.

MONTGOMERY COUNTY, INDIANA
BOARD OF COMMISSIONERS

Commissioner

Commissioner

Commissioner

ATTEST:

Auditor, Montgomery County"

Resolution 2021-10 – Resolution of Need for Project

The Board hereby determines, after investigation, that a need exists to fund the Project and that funds needed therefor exceed the funds available to the County for such purposes, ratifies the distribution and collection of the supporting taxpayer petitions, and asks that the County Council proceed to take steps as may be necessary to secure the funding of the Project for the County. The funding of the Project is in the public interest of the citizens of the County and is a proper public purpose.

Commissioner Guard moved to approve Resolution 2021-10. Seconded by Commissioner Fulwider. 3-0 votes in favor. Motion passed.

NEW BUSINESS

Multi-Hazard Mitigation Plan – EMA Director Shari Harrington

EMA Director Harrington advised that the County has received a \$25,000 grant from FEMA to prepare the County's Multi-Hazard Mitigation Plan. The plan is re-done every 5 years which includes a risk assessment. Director Harrington advised that she has received a proposal from Christopher Burke Engineering to do the Mitigation Plan. Heather Buck from Christopher Burke Engineering did the last plan for the County. *Commissioner Guard moved to forward and engage Christopher Burke Engineering. Seconded by Commissioner Fulwider. Motion passed. 3-0 votes in favor.*

Thrive West Central Memorandum of Understanding for Collaboration with Grant Technical Assistance – Nucor/Tempur Sealy Water Project - \$1,000 Fee

Thrive has completed the grant application paperwork for the SWF grant program. This agreement includes their fee of \$1,000. *Commissioner Guard moved to approve the Thrive West Central Agreement. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.*

INDOT – Letter of Understanding Unofficial Local Detour – SR47

County Engineer James Peck stated that portion of State Road 47 will be closed in early August. This agreement with INDOT establishes an unofficial detour on local roads. INDOT will reimburse the County for the estimated damages to the roads as a result of the unofficial local detour.

Commissioner Guard moved to approve the INDOT Letter of Understanding. Seconded by Commissioner Fulwider. Discussion, Commissioner Fulwider stated, “it is crazy” allowing the use of CR200S for a local detour given that part of CR200S between SR47 & SR231 have been repaved. Sheriff Ryan Needham added that CR600 has also just been repaved through New Market. Commissioners requested that Engineer Peck go back to INDOT to renegotiate a different unofficial local detour. *Commissioner Guard moved to rescind his motion to approve the INDOT Letter of Understanding and instruct Engineer Peck to go back to INDOT to discuss other local options. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.*

Trash Hauling Services for County Buildings

Requests for Quotes were sent out to local trash hauling services and three companies responded. After review of the quotes, it was determined that D&D Trash Service was the lowest. *Commissioner Fulwider moved to approve the D&D Trash Service quote. Seconded by Commissioner Guard.* Commissioner Fulwider stated that the County had received good service from the current provider Republic. D&D Trash Service is a local company and when feasible, the Commissioners choose to go with a local company. *Motion passed 3-0 votes in favor.*

ORDINANCES

Final Reading: Ordinance 2021-22: Creating the 2021-2022 Drug Free Montgomery County Coalition Grant Fund

Commissioner Guard moved to approve Ordinance 2021-22. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.

Introduction: Ordinance 2021-23: Changing Name of a Portion of CR200S and Amending Stop & Speed Ordinance

Renames a portion of 200 South between Nucor Road and 250 East to Comfort Drive and establishes a speed limit of 40 mph.

Introduction: Ordinance 2021-24: Adopting a Pregnancy and Childbirth Accommodation Policy

Establishes a policy for pregnancy and childbirth accommodation for County employees to comply with new State regulations.

Introduction: Ordinance 2021-25: Amending Speed Limits on Various Roads

Amends the speed limits for Purple Heart Parkway to 35 mph, 200 East between SR136 and Elmore Drive to 30 mph and Offield Monument Road to 35 mph.

OTHER BUSINESS

County Administrator thanked everyong involved in the 1st County Employee Cookout. Commissioner Guard provided and grille hamburgers and hot dogs for the County employees for lunch last Friday.

Commissioner Frey introduced Trey Barton representing Congressman Baird's office.

Treasurer Heather Laffoon stated that her office will need to be closed on August 10, 11 & 12 in order for her and her chief deputy to attend the Treasurer's Conference. Normally her office would remain open, but now that she is short-handed, that is not a possibility.

Commissioner Fulwider moved to suspend the rules to add the Treasurer's Office request to close the Treasurer's Office August 10th, 11th & 12th. Seconded by Commissioner Guard. Motion passed. 3-0 votes in favor.

Authority to Close Montgomery County Treasurer's Office from Tuesday, August 10th to Thursday, August 12th, 2021

Commissioner Guard moved to approve Treasurer Heather Laffoon's request to close the Treasurer's office in order for her and her staff to attend the Treasurer's Conference. Seconded by Commissioner Fulwider. Motion passed 3-0 votes in favor.

Sheriff Ryan Needham – Two Montgomery County Deputies to receive Awards from the State Sheriff's Association: Life Saving Award & Correctional Officer of the Year.

ADJOURNMENT

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

Meeting adjourned at 8:26 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, August 9, 2021 @ 8:00 am at the Montgomery County Courthouse.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, Board President

Attest:

Jennifer Andel, Auditor

INDOT - LOU - SR47

Thursday, August 05, 2021 2:06 PM



INDIANA DEPARTMENT OF TRANSPORTATION
Driving Indiana's Economic Growth

Crawfordsville District
41W 300 N
Crawfordsville, IN 47933

PHONE: (765) 362-3700
FAX: (765) 361-5265

Eric Holcomb, Governor
Joe McGuinness, Commissioner

July 21, 2021

Montgomery County
Attn: Jake Lough
818 N Whitlock Ave
Crawfordsville, IN 47933

Re: Letter of Understanding
Unofficial Local Detour
Location: SR 47
Des. # 1500147

Dear: Montgomery County Officials

It will be necessary to close SR 47 for the 1500147 – Arch Reconstruction Or Repair, On SR 47 Bridge over Conner Creek, 2.98 mi N of SR 234 as part of the above referenced Contract. INDOT and /or one of its agents will be responsible for setting and maintaining the official detour. This project is expected to begin construction August 2nd, 2021.

The mutually acceptable unofficial local detour for SR 47 is on 600 S – 200 S as shown on the attached map. The Unofficial Local Detour will be in effect during the same period as the Official Detour. The Unofficial Local Detour will not be signed as a detour. The local agency will be responsible for any additionally desired signing (i.e. weight restrictions, trail blazing, & etc.)

INDOT will set up and maintain the necessary traffic control for the official detour route or arrange with others to furnish the necessary items. Montgomery County will be responsible for signing any weight restrictions on the Unofficial Detour.

Pursuant to IC 8-23-21, INDOT agrees to reimburse Montgomery County for the cost related to damage repair on 600 S – 200 S as while it is being used as the unofficial local detour. All reimbursable work must be approved by INDOT before the initiation of any repair work. Once the District has agreed to the documented expenses for the repairs and the detour has been eliminated, INDOT and Montgomery County must execute an agreement that indicates the documented expenses.

*www.in.gov/dot/
An Equal Opportunity Employer*

If the terms of this letter are acceptable to you. I would appreciate your concurrence as soon as possible. Please sign and return this letter to the following address:

INDOT
Melissa Patton
41 W 300 N
Crawfordsville, IN 47933

Respectfully,



Travis Kohl
Capital Program Management Director
INDOT Crawfordsville District

County Commissioner

By: _____
Name

Date: _____

By: _____
Name

Date: _____

By: _____
Name

Date: _____

Enclosure
TK/JC
Cc: Melissa Patton PM

Withdraw Trash Hauling Bid Award

Thursday, August 05, 2021 11:20 AM

It was brought to our attention by our current trash hauler that the County contracts are not expired, therefore it would not be in the best interest of the County to make a change. We are asking the Commissioners to withdraw the award to D&D Trash Hauling Service approved by the Commissioners at the July 26th meeting.

Christopher Burke Eng Proposal

Thursday, August 05, 2021 11:50 AM



August 3, 2021

Shari Harrington
Montgomery County EMA
1201 Elmore St.
Crawfordsville, IN 47933

Subject: **Montgomery County Multi-hazard Mitigation Plan Update
Professional Services Proposal**

Dear Ms. Harrington:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for professional services related to updating the Montgomery County multi-hazard mitigation plan. The following is our understanding of the assignment, scope of services, schedule, and fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that Burke's services are needed to update Montgomery County's MHMP. This update is needed to maintain compliance with the requirement of the Disaster Mitigation Act of 2000 that local jurisdictions update their plans every five years to reflect changes in development, progress in local mitigation efforts, and changes in priorities. The updated plan must be approved by the Federal Emergency Management Agency to maintain eligibility for FEMA hazard mitigation assistance programs. The updated MHMP, once approved by FEMA and adopted locally, will meet DMA 2000 requirements for Montgomery County, the towns of Alamo, Darlington, Ladoga, Linden, New Market, New Richmond, New Ross, Waveland, Waynetown, Wingate, and the city of Crawfordsville.

SCOPE OF SERVICES

Task 1 – Planning Meetings: Burke will facilitate up to two meetings with critical staff to identify, as applicable, changes in development, progress in local mitigation efforts, and changes in priorities. The EMA director will select and invite individuals from Montgomery County, the towns of Alamo, Darlington, Ladoga, Linden, New Market, New Richmond, New Ross, Waveland, Waynetown, Wingate, and the city of Crawfordsville to participate in the MHMP update process. Burke will prepare and distribute meeting agendas, worksheets, and summaries.

Task 2 – Critical Facilities and Critical Infrastructure Review: Burke will review the list of critical facilities and critical infrastructure from the previous MHMP and update this information based on input from the EMA director. Where available, the EMA director will provide the replacement cost and number of people impacted by individual critical facilities and critical infrastructure. If this data is not available, Burke will use national data to update the vulnerability assessment and prioritization of mitigation practices, as applicable.

Task 3 – Hazard Research and Risk Assessment: Burke will research relevant and available historic hazard data to identify whether there have been changes in vulnerability in terms of number and type of structures and repetitive loss properties (flood only). If changes in hazards are identified, Burke will use risk assessment modeling software and GIS-based analysis to determine vulnerability and predict potential losses from hazard events. The following hazards may be included in this update: dam failure; drought; earthquake; extreme temperature; fire; flood; ground failure; hazardous materials incident; thunderstorm; tornado; and winter storm.

After completing the risk assessment, Burke will facilitate a planning committee meeting to review the results of the hazard research and risk assessment and to rank the hazards.

Task 4 – Identification of Mitigation Practices: Burke will revisit the mitigation practices from the previous MHMP to evaluate their effectiveness in reducing social, physical, and economic losses. We will facilitate a planning committee meeting to review and prioritize the list of mitigation practices.

Task 5 – Plan Update: Burke will update applicable sections of the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities. The draft MHMP update will be posted on a shared file site for the planning committee to review.

Task 6 – Public Participation: Burke will work with the EMA director to identify appropriate methods of engaging the public which may include social media, academia and major employers, media releases, and posting the draft plan to municipal websites. The EMA director will review public comments prior to being incorporated into the draft MHMP update.

Task 7 – Plan Submittal to IDHS and FEMA: Burke will complete FEMA's MHMP crosswalk prior to submitting the final draft MHMP update to the Indiana Department of Homeland Security and FEMA for review and conditional approval. We will monitor IDHS and FEMA review progress and incorporate required revisions into the final MHMP.

Task 8 - Local Adoption of the Plan: It is anticipated that the EMA director and the planning committee members from each community will lead the process of local adoption of the updated MHMP.

SCHEDULE

Burke estimates that a full draft will be submitted to FEMA within nine months of receiving a notice to proceed.

FEE

Our fee for completing this project is **\$19,457**. We will provide the services listed on a fixed fee basis and we will bill you monthly based on our estimate of the percent complete for the project. In addition, our contract will be established in accordance with the attached general terms and conditions which are expressly incorporated into and are an integral part of this contract for professional services. Requested additional meetings or additional services not included in the scope of services will be billed as extra work at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Burke affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Heather Buck at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY MONTGOMERY COUNTY:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
 General Terms and Conditions



<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V.....	197
Engineer IV.....	172
Engineer III.....	144
Engineer I/II.....	113
Resource Planner V.....	160
Resource Planner IV.....	150
Resource Planner III.....	130
Resource Planner I/II.....	105
Engineering Technician IV.....	155
Engineering Technician III.....	139
Engineering Technician I/II.....	105
CAD II.....	130
CAD I.....	107
GIS Specialist IV.....	155
GIS Specialist III.....	139
GIS Specialist I/II.....	100
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	99
Administrative.....	75
Engineering Intern.....	60
Information Technician I/II.....	75

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Milage Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2021.



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this

limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer

shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of

construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or

disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA

Travelers Wrap+ Policy

Thursday, August 05, 2021 11:19 AM



Wrap+®

Christine A Frederick
PO Box 2950
Hartford, CT 06104-2950
Phone: (317) 818-0199
Email: CAFREDER@travelers.com

July 20, 2021

Brandy Brandenburg
RT INSURANCE
PO BOX 643
CRAWFORDSVILLE, IN 47933

RE: **Insured Name:** MONTGOMERY COUNTY, INDIANA
 100 E. MAIN STREET
 CRAWFORDSVILLE, IN 47933

 Expiring Policy Number: 107121823
 Policy Period: August 30, 2021 to August 30, 2022

Dear Brandy Brandenburg:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Christine A Frederick
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of October 2019, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America

QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$10,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$10,000
Regulatory Proceedings	\$1,000,000	\$10,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$10,000
Computer and Legal Experts	\$1,000,000	\$10,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$10,000
Data Restoration	\$1,000,000	\$10,000
Public Relations	\$1,000,000	\$10,000
Cyber Crime	Limit	Retention
Computer Fraud	Not Covered	
Funds Transfer Fraud	Not Covered	
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: July 11, 2019

P&P Date: July 11, 2019

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$13,967.00
(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$13,967.00	\$0.00	\$0.00	\$13,967.00	\$13,967.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 currently signed, dated, and affirmative attestation
- 2 Updated renewal application to reflect the MFA has been implemented.

COMMISSION: 15.00%

Travelers Casualty and Surety Company of America

QUOTE OPTION #2

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$25,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$25,000
Regulatory Proceedings	\$1,000,000	\$25,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$25,000
Computer and Legal Experts	\$1,000,000	\$25,000
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$25,000
Data Restoration	\$1,000,000	\$25,000
Public Relations	\$1,000,000	\$25,000
Cyber Crime	Limit	Retention
Computer Fraud	Not Covered	
Funds Transfer Fraud	Not Covered	
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: July 11, 2019

P&P Date: July 11, 2019

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$12,933.00
(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$12,933.00	\$0.00	\$0.00	\$12,933.00	\$12,933.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

- 1 currently signed, dated, and affirmative attestation
- 2 Updated renewal application to reflect the MFA has been implemented.

COMMISSION: 15.00%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY

TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.

Resolution 2021-11 - Preliminary Determination

Thursday, August 05, 2021 11:21 AM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2021-11

PRELIMINARY DETERMINATION RESOLUTION

WHEREAS, the Board of Commissioners (the "Board") of Montgomery County (the "County") published a Notice of Preliminary Determination Hearings on July 14, 2021 in the *Journal Review* and *The Paper of Montgomery County* and mailed such notice to the Montgomery County Clerk and any organizations requesting such notice as provided in Indiana Code 6-1.1-20-3.1, with respect to the acquisition of an approximately 40,000 square foot renovated building to be used as a new courthouse annex, with approximately 40 offices, meeting rooms and associated amenities, including required surface parking, together with all necessary appurtenances, related improvements and equipment (the "Project"); and

WHEREAS, two preliminary determination hearings have been held in accordance with said notice and the laws of the State of Indiana; and

WHEREAS, the County has made the following information available to the public at these public hearings: (a) the result of the County's current and projected annual debt service payments divided by the net assessed value of taxable property within the County, which is ____%; (b) the result of (i) the sum of the County's outstanding long term debt plus the outstanding long term debt of other taxing units that include any of the territory of the County, divided by (ii) the net assessed value of taxable property within the County, which is ____%; and (c) the estimated amount of the County's debt service levy and rate that will result during the following 10 years if the County enters into a lease and issues the bonds, after considering any changes that will occur to the debt service levy and rate during that period on account of any outstanding bonds or lease obligations that will mature or terminate during that period is as follows:

Year	Estimated Total Debt Service Levy	Estimated Total Debt Service Rate
2021	\$	
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		

NOW THEREFORE, BE IT RESOLVED that Board of Commissioners of Montgomery County preliminarily determines to issue bonds and enter into a lease agreement for the Project.

BE IT FURTHER RESOLVED that the lease agreement will be for a maximum term of 20 years with a maximum annual lease rental of \$440,000. The maximum annual lease rental has been estimated based upon an estimated principal amount of bonds of \$6,000,000, estimated interest rates ranging from ____% to ____%, and total estimated interest costs of \$_____. The County's current debt service levy is \$_____ and the current debt service rate is \$_____. After the County enters into the proposed lease agreement and the bonds are issued, the debt service levy will increase by a maximum of \$6,000,000 and the debt service rate will increase by a maximum of \$_____. The purpose of the lease agreement is to provide for the acquisition of the Project.

BE IT FURTHER RESOLVED that the Secretary of the Board is hereby authorized and directed to publish, or cause to be published, the notice of adoption of this preliminary determination in accordance with Indiana law.

Passed and adopted this 9th day of August, 2021.

MONTGOMERY COUNTY, INDIANA
BOARD OF COMMISSIONERS

Commissioner John E. Frey

Commissioner James D. Fulwider

Commissioner Dan Guard

ATTEST:

Auditor Jennifer Andel
Montgomery County

BZA Appointment

Thursday, August 05, 2021 11:20 AM

Plan Commission submitted two names from their membership to be considered for the appointment to the BZA. Tammy Meyers - Steve Canfield

Verified Claim for Dog-Caused Damage to Livestock

Thursday, August 05, 2021 11:15 AM

VERIFIED CLAIM FOR DOG-CAUSED DAMAGE TO LIVESTOCK

(Pursuant to IC § 15-5-7-4)

1. **Claimant:**

Name(s): KATRWA POMART
Street Address: 6763 E BAYOU RD
City, State, ZIP: DARLINGTON, IN 47940
Home Phone: 765-476-6495
Bus. Phone: _____
Email: kpomart@yahoo.com

FILED
JUN 16 2021
JENNIFER ANDEL
AUDITOR MONTGOMERY COUNTY

2. **Date & Time of Loss:** JAN 7, 2020

3. **Place of Loss:**

Street Address: 6763 E BAYOU RD
City, State, ZIP: DARLINGTON, IN 47940
Township: FRANKLIN
County: MONTGOMERY

4. **Reporting of Loss:**

Date & Time of Report: 1/7/2020 4PM

Reported to:

- ☒ Montgomery County Sheriff (attach copy of police report)
☒ Crawfordsville City Police (attach copy of police report)
☐ Town Marshal of _____ (attach copy of police report)
☒ Animal Welfare League (AWL) of Montgomery County
Name of AWL officer receiving report: NICK

5. **List and Describe All Livestock or Fowl Killed, Maimed or Damaged:**

2 PREGNANT FEMALES DEAD (1 PREGNANT WITH POSSIBLY 4; OTHER W/ 3 OR 4 KIDS)

1 MALE EXTENSIVE WOUNDS THAT COULDN'T LIVE THRU INJURIES

1 LIVE FEMALE W/ WOUNDS ON JAW + NECK GAVE BIRTH TO 4 DEAD KIDS A WEEK LATER + DIED

1 LIVE FEMALE NOT ABLE TO STAND, PREGNANT + TAKEN TO PURDUE 2/9 W/ BIRTHING COMPLICATION
4 KIDS BORN, 1 DEAD + 3 SURVIVE, THIS GOAT DIED IN APRIL 2020

1 LIVE FEMALE, PREGNANT, DIED IN THE NIGHT. PREGNANT WITH POSSIBLY 3 OR 4 KIDS

6. Name & Address of Dog(s) Owner (if known):

JOHN & JENNIFER SHAMP 6779 E. BAYOU RD DARLINGTON, IN 47940

7. Appraisalment of Actual Cash Value of Livestock or Fowl Killed, Maimed or Damaged:
(Show basis of valuation, e.g. market quotations on date of loss)

EACH DOE $5 \times \$300 = \1500

BUCK $1 \times \$300 = \300

WABBAW KIDS UPTO 16-18 $\times \$75 = \$1200 - \$1350$

$\$3000 - \3150

8. Describe All Compensation for Loss Paid by Insurance or Other Third Party Payor(s):

Ø

9. Attach Written Verification of Loss by the Officer Listed in Paragraph 4 Above:

10. Property Tax Assessment Verification:

Were the killed, maimed or damaged livestock or fowl owned by you on March 1 immediately preceding the date of your loss?

☒ Yes

☐ No

If your answer to the preceding question is Yes, were the killed, maimed or damaged livestock or fowl reported by for property tax assessment purposes as of March 1 immediately preceding the date of your loss?

☐ Yes (attach copies of Forms 103 & 104 as filed with township assessor)

☒ No

If your answer to the preceding question is No, explain the exemption or other reason for not reporting:

NOT FOR PROFIT; PETS & 4H, JUST BEGINNING TO PRODUCE FOR MILK & MEAT

11. **Subrogation**

By submitting this claim, the claimant agrees that Montgomery County shall be subrogated to my/our claim against the owner(s) of the dog(s) and/or any other person(s) responsible for such loss, to the extent of all compensation paid by the County on this claim.

Dated: 5/17/21

Signed: KATRINA POMART

Signed: N/A

Printed: KATRINA POMART

Printed: N/A

STATE OF INDIANA)
) SS:
MONTGOMERY COUNTY)

Subscribed and sworn to by Debra L. Swank before me, a notary
public in and for said county and state, this 17 day of May, 2021.

Witness my hand and notarial seal.

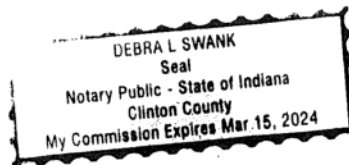
Signed: Debra L. Swank

Printed: Debra L. Swank Notary Public

Residing in Clinton County, Indiana

My Commission Expires:

Mar 15, 2024



VERIFICATION OF CLAIM BY TWO DISINTERESTED FREEHOLDERS

Under penalties for perjury, we, the undersigned, hereby state:

1. Each of us is a freeholder residing in the township where the above-described livestock, fowl or game were killed, maimed or damaged.
2. Neither of us has any financial interest in the above-described claim for compensation.
3. Neither of us is related by blood or marriage to the claimant(s).
4. We hereby join in the above and foregoing Verified Claim for Dog-caused Damage to Livestock, and affirm that the statements contained therein in are true and complete, to the best of our information and belief.

Signed: Stephanie Hadelb

Signed: Tamara Shahan

Printed: Stephanie Hadelb

Printed: Tamara Shahan

STATE OF INDIANA)
) SS:
MONTGOMERY COUNTY)

Subscribed and sworn to by Debra L. Swank before me, a notary
public in and for said county and state, this 17 day of May, 2021.

Witness my hand and notarial seal.

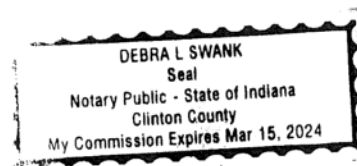
Signed: Debra L. Swank

Printed: Debra L. Swank Notary Public

Residing in Clinton County, Indiana

My Commission Expires:

Mar 15, 2024



ACTION BY COUNTY AUDITOR

The foregoing claim is hereby:

____ Approved and allowed in full

____ Approved and allowed in part

Amount allowed: \$ _____

Reason for reduction in amount allowed:

____ Disallowed

Reason for disallowance:

Dated: _____

Montgomery County Auditor

IC 15-5-7-4

Procedure; notice of loss; claim; granting right of subrogation to county

Sec. 4. (a) An owner desiring to make a claim under section 3(a)(1) of this chapter must do the following:

(1) Not more than seventy-two (72) hours after the time of the loss, notify one (1) of the following having jurisdiction in the location where the loss occurred:

- (A) A law enforcement officer.
- (B) An officer of a county or municipal animal control center, shelter, or similar impounding facility.

(2) Not more than twenty (20) days after the time of the loss, report the loss to the county auditor as follows:

(A) Under oath, the owner shall state:

- (i) the number, age, and value of the stock, fowl, or game; and
- (ii) the damages sustained, less compensation by insurance or otherwise.

(B) In an affidavit, the owner must be joined by two (2) disinterested and reputable freeholders residing in the township in which the stock, fowl, or game were killed, maimed, or damaged. The affidavit must state that the freeholders are:

- (i) disinterested; and
- (ii) not related by blood or marriage to the claimant.

(C) An appraisal of the stock, fowl, or game that were killed, maimed, or damaged may not exceed the actual cash value of the stock, fowl, or game. As it applies to ratitae, cash value may not exceed the slaughter value.

(D) The owner shall provide verification of the loss by an officer under subdivision (1).

(E) Payment for a loss for property owned by a claimant on the last property tax assessment date may not be paid if the property was not reported by the owner for assessment purposes at that time.

(b) In addition to the requirements of subsection (a), the claimant, if requested to do so by the county auditor or a person designated by the county auditor, must grant the right of subrogation to the county for the total amount paid on the claim to the claimant by the county on a form prescribed by the county auditor.

(c) An officer who receives notice under subsection (a)(1) shall visit the scene of the loss, verify the loss in writing, and mark each killed, maimed, or damaged animal so that the animal can support only one (1) claim under this chapter.

As added by P.L. 162-2006, Sec. 39

Final: Ord 2021-23

Thursday, August 05, 2021 11:20 AM

Montgomery County Board of Commissioners

Ordinance 2021-23

Changing Name of Portion of CR200 South and Amending Stop and Speed Ordinance

WHEREAS, Tempur-Sealy International, Inc. (Tempur) has announced its intention to construct a manufacturing facility on County Road 200 South west of Nucor Road; and

WHEREAS, the Board of Commissioners intends to reconstruct a portion of County Road 200 South at this location in order to facilitate this project; and

WHEREAS, Tempur has requested that the portion of County Road 200 South from Nucor Road to County Road 250 East be renamed Comfort Drive; and

WHEREAS, the Board of Commissioners believes that this change will assist Tempur in its marketing, logistics and operations; and

WHEREAS, the Board of Commissioners find that this request should be granted and that the County Stop and Speed Ordinance should be changed accordingly; and

NOW, THEREFORE, IT IS ORDAINED that the name of the portion of County Road 200 South between Nucor Road and County Road 250 East is hereby changed to Comfort Drive and that all changes shown in exhibit A for stop and speed schedules are hereby adopted.

IT IS FURTHER ORDAINED that Chapter 70 of the Montgomery County Code is hereby amended to conform to this ordinance.

IT IS FURTHER ORDAINED that the County Highway Superintendent shall post the appropriate signs in order to notify all persons of the new stop and new speed limits and notify the Mapping Department and Planning Department of the adoption of this ordinance.

IT IS FURTHER ORDAINED that the Auditor will provide a copy of this ordinance to the Montgomery County Sheriff.

IT IS FURTHER ORDAINED that the effective date of this ordinance is September 1, 2021.

Adopted this 9th day of August, 2021.

Montgomery County
Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

EXHIBIT A

CHAPTER 70: TRAFFIC SCHEDULES

Schedule

SCHEDULE III. STOP INTERSECTIONS.

(A) (1) A person who drives a vehicle in the county shall stop and yield the right-of-way as required under this schedule at the entrance to a through county road. A person who drives a vehicle in the county shall stop at an intersection where a stop sign is erected and yield to vehicles that are not required to stop. A person who drives a vehicle in the county shall obey all official traffic-control devices placed in accordance with any county ordinance unless otherwise directed by a law enforcement officer. A person who violates any provision of this schedule commits a Class C infraction.

(2) For any intersection not specifically covered in this schedule, or marked with stop signs, north/south traffic will have the right-of-way.

(B) (1) Nothing in this schedule shall be construed to relieve any motorist from disobeying any traffic-control devices placed by the County Highway Department or State Highway Department whether or not the device is placed in accordance with the specific provisions of this schedule.

(2) Motor vehicles in intersections not listed herein will not be forced to stop.

(C) For the purpose of this schedule, the county is divided into four districts and the county road intersections in each district designated as stop intersections, in separate sections are described herein. Section Two includes intersections south of Base Road West and west of Base Road South. Section Three includes intersections north of Base Road West and west of Base Road North. Section Four includes intersections north of Base Road East and east of Base Road North. Section Five includes intersections south of Base Road East and east of Base Road South.

(1) Section Two: Southwest

Street	Direction	Intersection
Big Four Drive	North	CR 50 South
Country Club Court	South	Country Club Road
Country Club Meadow		Country Club Road
Country Club Terrace	South	Country Club Road
CR 50 South	West	Country Club Road
CR 50 South	East	Schenck Road
CR 100 West	North and South	CR 500 South
CR125 West	North and South	CR 900 South
CR 150 South	East and West	CR 200 West
CR 150 West	North and South	CR 1150 South
CR 175 West	North	CR 1150 South
CR 200 West	North and South	CR 50 South
CR 200 West	North and South	CR 150 South
CR 200 West	North and South	CR 300 South
CR 200 West	North and South	CR 600 South
CR 200 West	North and South	CR 1150 South
CR 225 West	North and South	Country Club Road
CR 225 West	North and South	CR 950 South
CR 300 West	North	CR 1100 South
CR 300 West	North and South	CR 1200 South
CR 325 West	North and South	CR 950 South
CR325 West	North and South	CR 1050 South
CR 400 South	East and West	CR 275 West
CR 400 West	North and South	CR 450 South
CR 400 West	North and South	CR 600 South
CR 450 West	North and South	CR 600 South
CR 450 West	North and South	CR 700 South
CR 475 West	North and South	CR 700 South
CR 475 West	North and South	CR 950 South
CR 500 West	North and South	Division Road
CR 525 West	North and South	Fall Creek Road
CR550 West	North and South	Davis Bridge Road
CR 575 West	North and South	CR 1150 South
CR 600 West	North and South	CR 600 South
CR 600 West	North and South	CR 950 South
CR 600 West	North and South	Division Road
CR 625 West	North and South	CR 950 South
CR 650 West	North and South	CR 575 South
CR 675 West	North and South	CR 400 South
CR 700 West	North and South	CR 400 South
CR 700 West	North and South	CR 1150 South

CR 800 West	North and South	CR 950 South
CR 825 West	North and West	CR 450 South
CR 830 West	North	CR 400 South
CR 875 West	North and South	CR 450 South
CR 890 West	North and South	CR 800 South
CR 900 West	North	CR300 South
CR 900 West	North	CR 800 South
CR 900 West	South	CR950 South
CR 900 West	North and South	Division Road
CR925 West	North and South	CR 150 South
CR 925 West	North and South	CR 300 South
CR 1000 West	North and South	CR 400 South
CR 1200 South	North and South	Putnam County Road 750 West
Crown Street	East and West	CR 475 West
Davis Bridge Road	North and South	CR 600 South
Delmar Drive East	Country Club Road	
Franklin Street	Cross Street	
Franklin Street	Crown Street	
Main Street	North and South	CR 950 South
Main Street	Cross Street	
Main Street	Crown Street	
Manning Place East	Schenck Road	
Maple Street	Crown Street	
Maple Street	North and South	CR 950 South
Monroy Circle East	Schenck Road	
Putnam County Rd 750 West	North and South	CR 1200 South
Rock River Ridge Road	South and East	Country Club Road
Rock River Ridge Road	South and East	CR 225 West
Sugar Cliff Drive	South	Country Club Road
Watson Drive East	Schenck Road	
Winslow Drive	Country Club Road	

(2) Big Four Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Big Four Drive		Big Four – Arch Road
1 Big Four Drive		Chicago Drive

(3) Golf View Estates.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Eagles Way		Country Club Road
Golf Boulevard		Eagles Way

(4) Carrington Hills.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Greenlea Boulevard		Burning Tree Road
Greenlea Boulevard		Country Club Road
Singing Hills Drive		Burning Tree Road

(5) Section Three: Northwest.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Base Road		CR 650 West
Base Road West		CR 600 West
CR 100 West	North and South	CR 400 North
CR 100 West	North and South	CR 700 North
CR 100 West	North and South	CR 1000 North
CR 125 West		Oak Hill Road
CR 150 West		CR 575 North
CR 150 West		CR 650 North
CR 150 West		CR 700 North
CR 175 West		CR 300 North
CR 175 West		Oak Hill Road
CR 200 West		CR 1100 North
CR 225 West		CR 100 North
CR 225 West		CR 400 North
CR 275 West		CR 400 North
CR 275 West		CR 500 North
CR 275 West		CR 650 North
CR 275 West		CR 750 North
CR 275 West		Old State Road 55
CR 300 West		Black Creek Valley Road
CR 300 West		CR 500 North
CR 300 West		CR 650 North
CR 350 West		New Richmond Road
CR 400 West		New Richmond Road
CR 450 East		CR 1200 North
CR 500 West		CR 100 North
CR 500 West		CR 300 North
CR 500 West		CR 450 North
CR 500 West		CR 750 North

CR 500 West		CR 1050 North
CR 500 West		Division Road
CR 500 West		Old State Road 55
CR 525 West	North and South	CR 1050 North
CR 550 West		CR 100 North
CR 575 West		CR 900 North
CR 600 West	North and South	CR 600 North
CR 600 West		CR 900 North
CR 600 West		Old State Road 55
CR 610 West		CR 450 North
CR 610 West		CR 500 North
CR 625 West		CR 450 North
CR 625 West		CR 900 North
CR 625 West		CR 970 North
CR 650 West		Division Road
CR 700 West		CR 775 North
CR 700 West		CR 900 North
CR 700 West		CR 1125 North
CR 750 West		CR 150 North
CR 750 West		CR 650 North
CR 750 West		Division Road
CR 775 West		CR 450 North
CR 775 West		CR 650 North
CR 800 West		CR 1123 North
CR 830 West		CR 400 North
CR 875 West		CR 150 North
CR 925 West		CR 100 North
CR 925 West		CR 150 North
CR 950 West		CR 200 North
CR 950 West		CR 1125 North
CR 950 West		Old State Road 55
CR 975 West		Division Road
CR 1000 North	All directions	CR 100 West
CR 1000 West		CR 150 North
CR 1000 West		CR 700 North
CR 1000 West		CR 900 North
CR 1000 West		CR 1125 North
CR 1000 West		Old State Road 55
Farmington Hills Road		Oak Hill Road
Glen Creek Heights Road		Old Indiana 55
Lake Terrace Drive		CR 100 North
Lincoln Drive Road		CR 125 West

Mt. Zion Court		CR 100 North
New Richmond Road	North	CR 1000 North
Oak Hill Crossing		Oak Hill Lane
Oak Hill Lane		Oak Hill Road
Oak Hill Road		Lafayette Avenue
Oak Hill Road		Old State Road 55
Old State Road 55		All intersections
Twin Oaks		CR 100 North
Waynetown Road		CR 100 North

(6) Sugar Cliff Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Sugar Cliff Drive		Country Club Road
Sugar Cliff Drive	West	Sugar Cliff Drive

(7) Twin Oaks Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Blue Beach Lane		Poplar Avenue
Poplar Avenue		CR 100 North
Poplar Avenue		Poplar Avenue "C"
Poplar Avenue "A"		Poplar Avenue
Poplar Avenue "B"		Poplar Avenue
Tulip Lane		Poplar Avenue "D"
Tulip Lane "A"		Tulip Lane

(8) Cox Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Crescent Drive		Lake Vista Drive
Glenwood Drive		Lake Vista Drive
Lake Terrace Drive		CR 100 North
Lake Terrace Drive		Lake Vista Drive
Lake Vista Drive		Old Waynetown Road
Ridge Drive		Lake Vista Drive
Ridge Road		Glenwood Drive

(9) Section Four: NorthEast.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
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Base Road East		CR 400 East
Concord Road		CR 400 North
CR 100 East		CR 400 North
CR 100 East		CR 550 North
CR 100 East		CR 900 North
CR 100 East		CR 1000 North
CR 150 East		CR 550 North
CR 150 East		CR 800 North
CR 150 East		CR 900 North
CR 150 East		CR 1000 North
CR 150 East		CR 1200 North
CR 175 East		CR 300 North
CR 175 East		CR 400 North
CR 175 East		CR 800 North
CR 200 East	North	CR 550 North
CR 200 East	South	CR 800 North
CR 225 East		CR 1000 North
CR 250 East		CR 1200 North
CR 250 East	South	CR 1000 North
CR 275 East		CR 300 North
CR 275 East		CR 500 North
CR 325 East		CR 1000 North
CR 325 East		CR 1100 North
CR 350 East		CR 300 North
CR 350 East		CR 650 North
CR 350 East		CR 1200 North
CR 350 East	North	CR 1000 North
CR 350 East	North and South	CR 550 North
CR 350 East	South	CR 500 North
CR 350 East	South	CR 800 North
CR 350 East	South	CR 1100 North
CR 360 East		CR 500 North
CR 400 East		CR 500 North
CR 400 East		CR 570 North
CR 425 East		CR 500 North
CR 450 East		CR 1000 North
CR 450 East	South	CR 570 North
CR 500 East		CR 500 North
CR 500 East		CR 570 North
CR 500 East	South	CR 150 North
CR 500 East	South	CR 900 North
CR 550 East		CR 150 North

CR 550 East		CR 500 North
CR 575 East		CR 500 North
CR 575 East		CR 850 North
CR 575 East		CR 900 North
CR 575 East		CR 1000 North
CR 575 East		CR 1200 North
CR 590 East		CR 500 North
CR 625 East		CR 300 North
CR 625 East		CR 500 North
CR 650 North		CR 575 East
CR 675 East	South	CR 300 North
CR 675 East		CR 400 North
CR 680 East	South	CR 400 North
CR 775 East		CR 150 North
CR 800 East		CR 150 North
CR 800 East		CR 300 North
CR 800 East		CR 1000 North
CR 850 East		CR 900 North
CR 850 East		CR 1000 North
CR 850 East		CR 1200 North
CR 875 East		CR 150 North
CR 900 East		Bower Road
CR 900 East		CR 700 North
CR 900 East		CR 900 North
CR 925 East	South	CR 400 North
CR 950 East	North	CR 400 North
CR 1000 East	North and South	CR 1050 North
CR 1000 East	South	CR 450 North
CR 1000 East	South	CR 750 North
CR 1100 East	North and South	CR 400 North

(10) Kiger Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Kiger Road		CR 425 East

Walnut Fork Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Brenda Avenue		Shayne Drive
Freddie Switzer Lane		Brenda Avenue
Freddie Switzer Lane		Campbell Street

Shayne Drive		Campbell Street
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(11) Eastern Acres Subdivision.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Center Lane		Placid Place
Placid Place		Pleasant Run
Placid Place		Tranquil Trail
Pleasant Run		Traction Road
Tranquil Trail		Traction Road

(12) Section Five: Southeast.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Base Road		CR 400 East
Comfort Drive		Nucor Road
Comfort Drive		CR 250 East
Cornstalk Creek Road		CR 350 East
CR 75 East		CR 1050 South
CR 75 East		CR 1150 South
CR 100 East		CR 300 South
CR 100 East		CR 400 South
CR 100 East		CR 600 South
CR 100 East		CR 700 South
CR 100 East		CR 900 South
CR 200 East		CR 900 South
CR 200 East		Ladoga Road
CR 240 East		CR 1150 South
CR 240 East		CR 1200 South
CR 250 East		CR 150 South
CR 250 East		CR 280 South
CR 300 East		CR 350 South
CR 300 South	East and West	CR 550 East
CR 325 East		Ladoga Road
CR 310 East		Ladoga Road
CR 350 East		CR 100 South
CR 350 East		CR 200 South
CR 350 East		CR 500 South
CR 350 East		CR 600 South
CR 350 East	North	CR 750 South
CR 350 East	South	CR 1000 South

CR 360 East		Ladoga Road
CR 375 East	North	CR 1000 South
CR 375 East		CR 1100 South
CR 375 East		CR 1200 South
CR 400 East		CR 500 South
CR 400 East		CR 750 South
CR 400 East	South	Nucor Road
CR 475 East		CR 300 South
CR 475 East		CR 400 South
CR 500 East		CR 400 South
CR 500 East	South	CR 900 South
CR 500 East	North and South	Ladoga Road
CR 500 South		New Ross Road
CR 510 South		Ladoga Road
CR 510 South		CR 360 East
CR 550 East		CR 500 South
CR 600 East		CR 400 South
CR 625 East	North	CR 400 South
CR 625 East	North and South	CR 500 South
CR 650 East		CR 900 South
CR 675 East		CR 100 South
CR 675 East		CR 200 South
CR 675 East		CR 300 South
CR 675 East		CR 400 South
CR 700 East	North and South	CR 500 South
CR 700 East		CR 750 South
CR 750 South		CR 750 East
CR 775 East		CR 100 South
CR 775 East		CR 200 South
CR 775 East		CR 300 South
CR 775 East	North and South	CR 500 South
CR 775 East		CR 700 South
CR 825 East		CR 700 South
CR 875 East		CR 200 South
CR 875 East		CR 1000 South
CR875 East		CR 1200 South
CR 900 East	South	CR 100 South
CR 900 East	North	CR 130 South
CR 900 East	South	CR 400 South
CR 925 East		CR 500 South
CR 925 East		CR 1000 South
CR 975 East		CR 1100 South

CR 975 East		CR 1200 South
CR 1000 East		CR 100 South
CR 1000 South		CR 1025 East
CR 1025 East		CR 1000 South
CR 1025 East		CR 1100 South
CR 1025 East		CR 1200 South
CR 1050 East		CR 800 South
CR 1050 East	North	New Ross Road
CR 1075 East	South	CR 200 South
CR 1075 East	North	CR 450 South
CR 1075 East	South	CR 500 South
CR 1100 East		CR 1000 South
CR 1100 South		CR 1025 East
Daugherty Lane		Traction Road
Ladoga Road		CR 500 South
Ladoga Road	North	CR 500 South
Nucor Road		CR 500 South
Willowbrook Road		CR 300 South

(13) Chigger Hollow Housing Addition.

<i>Street</i>	<i>Direction</i>	<i>Intersection</i>
Barbara Drive		Chigger Hollow Drive
Barbara Drive		Nucor Road
Connie Drive		Barbara Hollow Drive
Leland Drive		Chigger Hollow Drive

(Ord. 98-9, passed 12-15-98; Am. Ord. passed 11-23-99; Am. Ord. passed 11-23-99; Am. Ord. passed 11-23-99; Am. Ord. passed 12-19-00; Am. Ord. passed 3-27-01; Am. Ord. 1-14-03; Am. Ord. passed 10-21-03; Am. Ord. 2005-10, passed 4-12-05; Am. Ord. 2005-12, passed 4-12-05; Am. Ord. 2005-13, passed 8-16-05; Am. Ord. 2006-03, passed 1-3-06; Am. Commissioners Ord. 2009-3, passed 5-11-09; Am. Ord. 2016, passed 1-25-16)) Penalty, see § 10.99. Am. Commissioners Ord. 2016-18, passed 6-27-16; Am. Ord. 2020-20, passed 6-22-2020. Am. Commissioners Ord. 2020-48, passed 1-11-21; **Ord. 2021-23, passed 8-9-21.**

SCHEDULE IV. SPEED LIMITS.

(A) A person who drives any type vehicle in the county shall obey all posted speed limits on all roads.

(B) Any person who violates posted speed limits commits a Class C infraction.

<i>Road</i>	<i>Location</i>	<i>Speed Limit</i>
All county school zones		30 mph
All public roads in Eastern Acres subdivision		20 mph
Black Creek Valley Road (Old Waynetown Road)		30 mph
Bowers Road	From CR 1000 east to CR 900 east	30 mph
Brenda Avenue		20 mph
Bruce Street		30 mph
Cadillac Drive		30 mph
Campbell Street		20 mph
Center Lane		20 mph
College Street		30 mph
Comfort Drive	From Nucor Road to CR 250 East	40 mph
Concord Road	From baseline north (U.S. 231) to CR 400 north	40 mph
Country Club Court		30 mph
Country Club Road		30 mph
CR 50 South	From Schenck Road to Country Club Road	30 mph
CR 100 West	From Crawfordsville City limits to CR 1100 North	40 mph
CR 100 West	From SR 234 West to CR 700 South	35 mph
CR 150 South	From Ladoga Road to Nucor Road	35 mph
CR 150 South	From Ladoga Road to SR 47	30 mph
CR 225 West	From 700 South to SR 234	35 mph
CR 225 West	From Black Creek Valley Road to County Club Road	45 mph
CR 275 West	Between Old SR 55 and SR 136	35 mph
CR 275 West	From CR400 South to CR450 South	40 mph
CR 300 South	Between SR 47 and Keller Road	40 mph
CR 300 South	From US 231 to SR 47	30 mph

CR 300 South	From US 231 east to Ladoga Road	45 mph
CR 300 South	CR 830 west and CR 1000 West (County Line Road and Mountain Road)	35 mph
CR 325 West	From SR 32 west to CR 300 south	40 mph
CR 400 North	From SR 231 to Old 55	40 mph
CR 400 South	From SR 47 south to CR 275 west	40 mph
CR 400 South	Between SR 231 and CR 200 East	40 mph
CR 400 South	Between SR 47 and US 231 South	45 mph
CR 400 East	From SR32 East to Traction Road	30 mph
CR 400 West	From SR32 West to SR 136 West	45 mph
CR 400 West	From CR 450 South to CR 600 South	40 mph
CR425 East	From SR32 to SR136	40 mph

CR 450 South	From CR 275 west to CR 400 west	40 mph
CR 500 North	From CR 275 east to Darlington City limits	40 mph
CR 500 South	From State Road 136 East to CR 500 east	40 mph
CR 500 South	From CR 500 east to Ladoga Road	40 mph
CR 550 East	From U.S. 136 to south to CR 500 south	30 mph
CR 550 North	From U.S. 231 to CR 275 east	50 mph
CR 550 South	From State Road 47 to Lancaster Dr.	35 mph
CR 570 North	From 450 east to 500 East	35 mph
CR 600 South	From SR 47 to CR 400 west	40 mph
CR 600 South	From US 231 to New Market city limits	40 mph
CR 600 South	From west New Market city limits to SR 47 West	40 mph
CR 625 East	From SR 47 to SR 32	40 mph
CR 700 East	From Darlington city limits to CR 575 north	40 mph
CR 700 East	From CR 575 north to CR 1200 north	50 mph
CR 700 South	From CR 100 West to CR 225 West	
CR 750 West	From CR 1150 south to county line	30 mph
CR 750 West	From SR 47 to CR 1000 South	30 mph
CR750 South	From County Line to CR 950 West	40 mph
CR 800 South	From SR 234 to CR 950 west	40 mph
CR 950 West	From CR 800 south to CR 750 south	40 mph
CR 750 South	From CR 950 to Montgomery County Line	40 mph
CR 950 East		40 mph
CR 950 West	From CR 800 South to CR 750 South	40 mph
CR 975 East		40 mph
CR 1000 East	North of US 32	40 mph
Division Road	From CR 400 west to CR 600 west	40 mph
Garden Street		30 mph

Ladoga Road	From CR150 south to CR 200 south	45 mph
Ladoga Road	From CR 200 south to CR 400 south	50 mph
Ladoga Road	From CR 400 south to Nucor Road	40 mph
Ladoga Road	From CR 500 south to Garden Street	50 mph
Little Turtle Trail		20 mph
Meahme Trail		20 mph
Nucor Road	From U.S. 32 south to CR 500 south	45 mph
Oak Hill Road	From city limits of Crawfordsville To Old State Road 55	30 mph
Old Oak Hill Road		30 mph
Placid Place		20 mph
Pleasant Run		20 mph
Rock River Ridge Road		30 mph
Stoneybrook Lane	Stone Crest Subdivision	30 mph
Traction Road	Base line east	30 mph
Tranquil Trail		20 mph
Wade Court	Stone Crest Subdivision	30 mph
Weemiak Trail		20 mph
Willowbrook Road		30 mph

(Ord. passed 10-20-98; Ord. passed 10-20-98; Ord. 98-8, passed 12-15-98; Am. Ord. passed 11-23-99;
Am. Ord. passed 12-7-99; Am Ord. passed 12-7-99; Am. Ord. passed 12-5-00; Am. Ord.
passed 12-1900; Am. Ord. passed 12-11-01; Am. Ord. passed 12-28-01; Am. Ord. passed 4-9-
02; Am Ord. passed 5-
28-02; Am Ord. passed 8-12-03; Am. Ord. passed 1-14-03; Am. Ord. 2005-11, passed 4-12-
05; Am. Ord.
2006-04, passed 1-10-06; Am. Commissioners Ord. 2008-12, passed 7-28-08; Am.
Commissioners Ord.
2008-14, passed 8-25-08); Am. Commissioners Ord. 2009-7, passed 9-14-09. Am.
Commissioners Ord.
2012-5, passed 11-24-14. Am. Commissioners Ord. 2014-5, passed 11-24-14. Penalty, see §
10.99; Am Commissioners Ord. 2106-18, passed 6-27-16. Am. Commissioners Ord. 2019-2,
passed 1-4-19. Am. Commissioners Ord. 2019-9, passed 4-8-19. Am. Commissioners Ord.
2019-12, passed 4-8-19. Am. Commissioners Ord. 2020-48, passed 1-11-21; **Am Ord. 2021-
23, passed 8-9-21.**

Final: Ord 2021-24

Thursday, August 05, 2021 11:20 AM

Montgomery County Board of Commissioners

Ordinance 2021 – 24

Adopting a Pregnancy and Childbirth Accommodation Policy

Whereas, Chapter 36 of the Montgomery County Code Book details the policies of the County; and

Whereas, Chapter 4 of the Montgomery County Employee Handbook details the employment policies of the County; and

Whereas, the Indiana General Assembly enacted House Enrolled Act 1309 which authorizes employers to provide reasonable accommodations for women with medical conditions associated with her pregnancy; and

Whereas, Montgomery County remains steadfast in its commitment to maintaining a workplace environment that affords employees the ability to perform their essential job functions safely and efficiently; and

Whereas, the Montgomery County Board of Commissioners finds that it is in the best interest of the County, and its employees, to adopt a pregnancy and childbirth accommodation policy.

Therefore, it is ordained that a new section, § 36.36, shall be added to the Montgomery County Code Book this new section will read as follows:

“§ 36.36 PREGNANCY AND CHILDBIRTH ACCOMMODATION POLICY

(A) For purposes of this policy, “pregnancy” includes pregnancy, childbirth, or related medical conditions. The County will afford reasonable accommodations to employees relating to an employee’s pregnancy to enable the employee to perform the essential functions of the employee’s job safely and efficiently unless the accommodations will cause undue hardship to the County government.

(A) An employee may file a written request for accommodations to the employee’s Department Head. Written requests should include an explanation of how the pregnancy affects the employee’s job duties and the accommodations the employee is seeking. Upon receipt of a written request, the Department Head will engage the employee in a dialogue regarding the requested accommodation and, if the requested accommodation imposes an undue hardship on the County, the possible alternative accommodations responsive to the request. The County will respond to a request for accommodation within a reasonable time. The County reserves the right to ask the employee for more information relating to the employee’s medical condition, including but not limited to, seeking documentation from a qualified professional about the employee’s related medical condition and any functional limitation it causes. The Department Head and the County Administrator will notify the employee of the County’s decision on the request.

(B) The County will not discipline, terminate or retaliate against an employee because an employee has requested or used an accommodation for the employee’s pregnancy.

(C) The County will keep confidential files documenting accommodation requests and their disposition that are separate from other personnel records.

(D) The County will not deny employment opportunities based on the need to make reasonable accommodations to known limitations related to pregnancy, childbirth, or related medical conditions of an employee.

(E) The County will not require an employee to take leave, whether paid or unpaid, if another reasonable accommodation can be provided to the known limitations related to pregnancy, childbirth, or related medical conditions of an employee.

(G) The County will not take adverse action in terms, conditions, or privileges of employment against an employee for requesting or using a reasonable accommodation to the known limitations related to pregnancy, childbirth, or related medical conditions of the employee.

(H) The purpose of this policy is to comply with applicable provisions of federal and state law regarding pregnancy accommodation. If there is a discrepancy between the federal or state law and this policy, the federal and state law controls.”

IT IS FURTHER ORDAINED that a new section, Section 4.21, is hereby added to the Montgomery County Employee Handbook, and this new section shall read as follows:

“4.21 PREGNANCY AND CHILDBIRTH ACCOMMODATION POLICY

(A) For purposes of this policy, “pregnancy” includes pregnancy, childbirth, or related medical conditions. The County will afford reasonable accommodations to employees relating to an employee’s pregnancy to enable the employee to perform the essential functions of the employee’s job safely and efficiently unless the accommodations will cause undue hardship to the County.

(B) An employee may file a written request for accommodations to the employee’s Department Head. Written requests should include an explanation of how the pregnancy affects the employee’s job duties and the accommodations the employee is seeking. Upon receipt of a written request, the Department Head will engage the employee in a dialogue regarding the requested accommodation and, if the requested accommodation imposes an undue hardship on the County, the possible alternative accommodations responsive to the request. The County will respond to a request for accommodation within a reasonable time. The County reserves the right to ask the employee for more information relating to the employee’s medical condition, including but not limited to, seeking documentation from a qualified professional about the employee’s related medical condition and any functional limitation it causes. The Department Head and the County Administrator will notify the employee of the County’s decision on the request.

(C) The County will not discipline, terminate or retaliate against an employee because an employee has requested or used an accommodation for the employee’s pregnancy.

(D) The County will keep confidential files documenting accommodation requests and their disposition that are separate from other personnel records.

(E) The County will not deny employment opportunities based on the need to make reasonable accommodations to known limitations related to pregnancy, childbirth, or related medical conditions of an employee.

(F) The County will not require an employee to take leave, whether paid or unpaid, if another reasonable accommodation can be provided to the known limitations related to pregnancy, childbirth, or related medical conditions of an employee.

(G) The County will not take adverse action in terms, conditions, or privileges of employment against an employee for requesting or using a reasonable accommodation to the known limitations related to pregnancy, childbirth, or related medical conditions of the employee.”

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

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

Ordained this 9th day of August, 2021.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

Final: Ord 2021-25

Thursday, August 05, 2021 11:21 AM

Montgomery County
Ordinance 2021-25
Amending Speed Limits on Various Roads

Whereas, the County has established speed limits on County roads,

Whereas, it is necessary to amend the speed limits on various roads,

Now, therefore, be it resolved by the Montgomery County Board of Commissioners that the Montgomery County Code, Chapter 70: Traffic Schedules, be amended as follows:

County Road 200 East from US 136 and Elmore Drive: 30 MPH

Purple Heart Parkway from City boundary to SR 47: 35 MPH

Offield Monument Road: 35 MPH

Approved this day of , 2021.

Board of Commissioners

John Frey, President

Jim Fulwider, Member

Dan Guard, Member

Attest: _____

Intro: Ord 2021-26 - Pre-Disaster Mitigation Program Fund

Thursday, August 05, 2021 11:21 AM

Montgomery County Board of Commissioners

Ordinance 2021-26

AN ORDINANCE ESTABLISHING THE 2021 PRE-DISASTER MITIGATION PROGRAM FUND

Whereas, the Indiana Department of Homeland Security has awarded the Montgomery County Commissioners a grant called the “2021 Pre-Disaster Mitigation Program”; and

Whereas, the grant is administered for the County by the Montgomery County Emergency Management Agency; and

Whereas, the County’s Emergency Management Director has requested that the Board of Commissioners establish a new fund, the 2021 Pre-Disaster Mitigation Program Fund, and the Board finds that a new fund should be created in order to receive the monies from the grant and to provide a mechanism for the use and accounting of these monies; and

Therefore, it is ordained that a new section, Section 35.159 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

“§ 35.159 2021 PRE-DISASTER MITIGATION PROGRAM FUND

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the 2021 Pre-Disaster Mitigation Program Fund. The fund shall consist of monies received from Indiana Department of Homeland Security, as provided for in the grant.

(B) *Use of Funds.* Monies deposited into this fund may be used for all legal purposes which are allowable under the grant relating to the project of updating the County's Multi-Hazard Mitigation Plan, which may include but may not be limited to the expenses for consultants, supplies, and travel relating to updating and implementing the County's pre-disaster mitigation plan.

(1) *Non-Reverting Fund.* This is a Non-Reverting Fund. Any money remaining in the fund at the end of the year does not revert to any other fund, but continues the fund."

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

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

Adopted this ____ day of August, 2021.

Montgomery County Board of
Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Intro: Ord 2021-27 Amend Co Code Re: Health Dept

Friday, August 06, 2021 2:40 PM

Montgomery County Board of Commissioners

Ordinance 2021-27

AN ORDINANCE AMENDING COUNTY CODE REGARDING HEALTH DEPARTMENT

Whereas, Senate Enrolled Act 5 (2021) modified the emergency powers, appointment powers, removal powers and other powers of the local Health Department; and

Whereas, under Senate Enrolled Act 5, the Board of County Commissioners (Board) is required to develop an appeal procedure which relates to the appeal of orders made by the Local Health Officer related to any public health emergency or disaster emergency; and

Whereas, the Board finds that Section 33.16 should be added to the County Code of Ordinances in order to comply with Senate Enrolled Act 5.

Therefore, it is ordained that a new section, Section 33.16 of the Montgomery County Code, is hereby added to the County Code and that this new section shall read as follows:

“33.16 HEALTH DEPARTMENT

(A) Establishment. Pursuant to Indiana Code §16-20, there is established the Montgomery County Health Department. The Department is an agency of the County government and is administratively responsible to the Board of County Commissioners.

(B) Board. The Health Department is governed by the Montgomery County Health Board. The members of the Board are appointed by the Board of Commissioners.

(1) Composition: The Board is comprised of seven (7) members. Four (4) members must be knowledgeable in public health. Two (2) members must be licensed physicians, and two (2) must be a registered nurse, registered pharmacist, licensed dentist, hospital administrator, social worker, attorney with expertise in health matters, school superintendent, licensed veterinarian, registered professional engineer or environmental scientist. Two (2) members must represent the public, and one (1) member must be either a person knowledgeable or a member of the public.

(2) Officers. The Board will elect a chair, vice chair, and other officers the Board consider necessary.

(3) Removal. A member of the Board shall be removed if the member (1) is absent for three consecutive meetings, (2) is absent for four or more meetings during a calendar year, or (3) fails to perform his or her duties.

(4) Vacancies. If a vacancy occurs, the Board will provide to the Board of Commissioners a list of five names of potential new members. This list must contain at least three (3) persons with professional experience and must include at least one licensed physician. The Board of Commissioners will appoint a member to fill the vacancy.

(5) Term. Each Board Member will serve a 4-year term. These terms will be staggered.

(6) Eligibility. In order to be eligible to serve on the board, a person must be a United States citizen and must reside in Montgomery County.

(7) Procedures. The Board may adopt procedural rules for the Board's guidance and may establish administrative and personnel policies of the Department that are consistent with the administrative operating policy of the Montgomery County government.

(8) Compensation. The Board members may receive compensation as determined by the Montgomery County Council.

(C) Board Duties. The Board shall:

(1) Submit to the Board of Commissioners and the County Council an annual budget at the regular time for consideration of annual budgets;

(2) provide, equip and maintain suitable offices, facilities and appliances for the Department;

(3) publish a pamphlet, within 90 days of January 1st each year, for free distribution, an annual report for the previous year which shows the following:

(a) the amount of money received from all sources;

(b) the name of donors;

(c) how all money has been expended and for what purpose;
and

(d) other statistics and information concerning the work of the Health Department that the Board considers to be of general interest.

(4) prescribe the duties of all officers and employees;

(5) authorize payment of salaries and all other Department expenses from the proper fund;

(6) take action authorized by statute or rule of the Indiana Department of Health to control communicable diseases;

(7) make, or delegate a representative to make, sanitary and health inspections in order to carry out state law; and

(8) appoint the Local Health Officer, subject to approval by the Board of County Commissioners.

(D) Board Powers: The Board may:

(1) adopt procedural rules for the Board's guidance and to establish administrative and personnel policies of the Department that are consistent with the administrative operating policy of the Board of County Commissioners;

(2) enter into contract(s) with the Indiana State Department of Health, other local boards, other units of government, a private individual, or a corporation for the provision of health services in Montgomery County. The private contracts are subject to approval by the Board of County Commissioners;

(3) contract with or purchase from any individual, organization, limited liability company, partnership or corporation for planning services considered essential to the Department; and

(4) with approval of the Board of County Commissioners, establish and collect fees for specific services and records established by local ordinance or state law, as long as the fees do not exceed the cost of services provided.

(E) Local Health Officer

(1) Appointment. The Board shall appoint a Local Health Officer. A person must be a licensed physician. This appointment is, after June 30, 2021, subject to approval by the Board of County Commissioners.

(2) Term. The term of appointment is four (4) years;

(3) Duties. The Local Health Officer shall:

(a) make to the Board a monthly report of the work done and, after approval by the Board, make the report a permanent record of the Department;

(b) keep full and permanent records of his or her public health work and minutes of the Board meetings;

(c) make reports to the Indiana State Department of Health as required by the State;

(d) attend all meetings of the Indiana State Department of Health, when requested, for consultation concerning any matter concerning public health;

(e) collect, record and report to the Indiana State Department of Health the vital statistics of Montgomery County;

(f) be the registrar of all births and deaths in Montgomery County and, by the 4th day of each month, forward to the Indiana State Department of Health the original record thereof;

(g) enforce the health laws, ordinances, rules and regulations of the County Health Department and Indiana State Department of Health; and

(h) upon receiving a complaint asserting that a person has instituted, permitted or maintained any condition that may transmit, generate or promote disease, document the complaint and, upon verifying those conditions, order the abatement of those conditions and, if the person refuses or neglects to obey the order, transmit the information to the County Attorney who shall institute proceedings in the courts for enforcement.

(4) Powers. The Local Health Officer may:

(a) appoint and employ public health nurses, environmental health specialists, computer programmers, clerks and other personnel, and an administrator of public health, subject to confirmation of the Board, as is necessary and reasonable to carry out and perform the duties of the Local Health Office;

(b) receive financial assistance from an individual, or organization or the State of federal government, subject to the approval of such assistance by the Board and the Board of County Commissioners;

(c) make sanitary inspections and surveys of all public buildings and institutions;

(d) inspect private property in compliance with Indiana Code 16-20-1-23;

(e) order schools closed and forbid public gatherings when considered necessary to prevent and stop epidemics; and

(f) order religious organizations closed only if the order complies with Indiana Code 10-14-3-12.5 through 10-14-3-12.7.

(5) Removal. The Board may remove the Local Health Officer for failure to perform the Officer's statutory duties, failure to enforce rules of the Indiana State Department of Health, or other good cause, subject to Indiana Code 16-19-3-12, 13 and 15. If the Board intends to remove the Local Health Officer, the Board must provide written notice to the Officer of its intention, the grounds asserts and the date, time and place of the public meeting at which the action will be considered. This notice must be delivered to the Officer at least five (5) days prior to the meeting. The Officer is entitled to representation by an attorney at this meeting.

(F) Employees of Department

(1) Employees shall perform the duties of the Local Officer, as delegated by the Local Health Officer, with approval of the Board.

(2) Employees must meet the minimum qualifications established by the Board;

(3) Employees shall perform additional duties prescribed by the rules of the Indiana State Department of Health and Board under the general supervision of the Local Health Officer;

(4) Employees are, by local ordinance, part of the County classification system for the respective public health personnel positions;

(5) If an appointee or employee of a Local Health Officer is not a licensed water well driller under Indiana Code 25-3-9-3, the appointee or employee may not inspect the drilling of a water well.

(6) The County Council shall fix the compensation of the employees of the Department, in a manner prescribed by Indiana Code 36-2-5 or 36-3-6, after consideration of the recommendations of the Board.

(G) Mandatory Additional Services. A proposed rule of the Indiana State Department of Health or the Board mandating additional or revised local services must include a general fund impact statement of the rule or ordinance.

(H) Enforcement Actions During Public Emergencies or Disaster Emergency

(1) Authorization for Enforcement Actions. During a declared public health emergency or disaster emergency, all enforcement actions related to such emergencies or disasters must be authorized by the Board of County Commissioners.

(2) Right of Appeal. Any enforcement action taken by the Local Health Officer in response to either a declared local public health emergency determined by the Health Department or the Local Health Officer or a disaster emergency declared by the Governor under Indiana Code 10-14-3-12 is appealable by any aggrieved person to the Board of County Commissioners.

(2) Procedure for Appeal. Any appeal must be filed within seven (7) days of the receipt of notice of the issuance of the enforcement action, must be in writing, and delivered to the County Auditor. The Board of County Commissioner may enter an order staying the enforcement during the appeal. Within fifteen (15) days of receipt of the appeal, the Board of County Commissioners will schedule a hearing on the appeal and provide notice of the appeal hearing to the appellant and to the Local Health Officer of the date, time and place of the hearing.

(3) Appeal Hearing. The Board of County Commissioners will conduct an appeal hearing within fifteen days of the issuance of the notice of hearing. The appellant must attend the hearing or be represented at the hearing. At the hearing, the appellant will be allowed to present evidence which supports the appeal. After presentation of the appellant's evidence, the Local Health Officer, or his or her designee, may respond to the appeal and present evidence which supports the enforcement order. All parties have the right to present evidence and witnesses and to be represented by attorneys at the hearing. The County Attorney will represent the Local Health Officer at the hearing.

(4) Pre-Hearing Exchange of Information and Continuances. At least five (5) days prior to the hearing, both the appellant and the Local Health Officer will provide to the Board of County Commissioners and to the other party to the appeal any and all documents and a brief summary of evidence each intends to offer at the hearing. The Local Health Officer may request a continuance of the hearing if more time is needed or if the Officer is not available at the time scheduled by the Board of County Commissioners.

(5) Standard For Review. During an appeal, the Board of County Commissioners will consider whether the enforcement action is supported by the evidence, consistent with applicable ordinance or law, and taken with

proper procedural due process. The Board of County Commissioners will, within fifteen (15) days of the hearing, issue written findings and conclusions which support its decision of the appeal. These findings and conclusions will be mailed to the appellant and the Local Health Officer.

(6) Consolidation of Appeals. The Board of County Commissioners may consolidate two or more appeals filed from the same order or involving a common question of law or fact.

(7) Record of Appeal. The appeal hearing will be recorded, and the Board of Commissioners will maintain the record and all documents related to the appeal.

(8) Dismissal. If the appellant fails to attend the hearing, either in person or by way of a representative, the appeal will be dismissed.

(9) Appeal of Decision of County Commissioners. Either party may appeal the decision of the Board of County Commissioners to the Montgomery Circuit Court. Any such appeal must be filed within thirty (30) days of the decision by the Board of County Commissioners at a public meeting.

(1) Local Orders Addressing Executive Orders. If a local order addresses any aspect of a declared emergency that is either not addressed by an Executive Order or if the local order is more stringent than the Executive Order, the local order may not take effect until and unless approved by the Board of County Commissioners. Local orders which are less stringent than the Executive Order, to the extent such orders are allowed under the Executive Order, do not require approval by the County Commissioners.”

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

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

Adopted this ____ day of August, 2021.

Montgomery County Board of
Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor