

Agenda

Wednesday, February 21, 2024 9:14 AM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING

MONDAY, FEBRUARY 26, 2024

8 AM

1580 Constitution Row - Room E109

Crawfordsville, IN 47933

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP \$1,668,402.25 & Payroll - \$470,861.15

Authorize Probation Department Purchase of 2024 GMC 1500 Truck

Permission to Place Blue Pinwheels on the Courthouse Lawn in support of Child Abuse Prevention Month in April

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team

PRESENTATION: COMMISSIONERS SCHOLARSHIP AWARD for WABASH COLLEGE

PUBLIC HEARING: Re-Establishment of Cumulative Bridge Rate \$.075 per \$100 of Assessed Value

OLD BUSINESS

Re-Appointment to Public Defender Board - Conrad Harvey - 3yr term

NEW BUSINESS

Request to Close Road for Ironman Raceway Races

Purple Heart Parkway Extension

Approve Contract with Crider & Crider

Authorize Notice to Proceed

Approve Second Amended MOU with the City of Crawfordsville

Approve Thrive West Central Contract for Housing Program

Approve BFS Contract for Landfill Grading Improvements - Phase 2

Approve Commissioners Certificate Sale Services Addendum to the SRI Tax Sale Services Agreement

Approve Pay App #4 - Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project)

ORDINANCES

Final Reading Ordinance 2024-5: Re-Establishing the Cumulative Bridge Fund

Final Reading Ordinance 2024-6: Creating 2023 Election Security Local Grant Fund - \$64,240

Final Reading Ordinance 2024-7: Creating 2024 Well Water Testing Grant Fund - \$2,000

Final Reading Ordinance 2024-8: Amending Chapter 151: Flood Damage Prevention

Introduction Ordinance 2024-9: Creating 2024 MPO READI Grant Fund - \$2,033,333

RESOLUTIONS

Resolution 2024-4: Statement on Water Resources

OTHER BUSINESS

ADJOURNMENT

****Next meeting March 11, 2024 @ 8am****

Agenda Memo

Thursday, February 22, 2024 9:07 AM

AGENDA

MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING MONDAY, FEBRUARY 26, 2024

CALL TO ORDER Board President John E. Frey
PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP - \$1,668,402.25 & Payroll - \$470,861.15

Authorize Probation Department Purchase of 2024 GMC 1500 - \$32,525.25

Truck will replace current 2017 Department Truck which will be used for a trade-in. The following quotes were received from Hubler Chevrolet-\$36,113; York Automotive-\$32,589.25; Rick Wright-York Auto - \$32,525.25. The Department is opting for the 2024 GMC1500 as the quote is the lowest of the three comparable local options.

Permission to put Blue Pinwheels on the Courthouse Lawn in support of Child Abuse Prevention Month in April - *Request received from Firefly Children and Family Alliance. Once DCS has been called to a family's home, Firefly is contacted for help, support and keep the children safe as they work with the families and give them the tools to succeed in life. Blue pinwheels will be seen around town, at schools and local businesses.*

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team - *MCHD and the City of Crawfordsville Mobile Integrated Health are community partners and have a shared mission to improve the health performance of residents of Crawfordsville and the surrounding areas of Montgomery County.*

Upon the terms and subject to the conditions set forth in the Agreement, at the Effective Date the full-time Mobile Integrated Health Community Paramedic will be recruited, screened and hired by Mobile Integrated Health, and will be a full-time employee of the City of Crawfordsville.

The recruitment and hiring of this position shall be effective at such time the MOU is approved by both boards of MCHD and MIH, no later than the end of March 30, 2024. The portion of funding being provided by the MCHD will be paid in quarterly increments to Mobile Integrated Health once both parties sign the MOU, and an invoice is received from Mobile Integrated Health.

PRESENTATION: COMMISSIONERS SCHOLARSHIP for WABASH COLLEGE

Wabash College established two full tuition scholarships in December of 1892 known as the Montgomery County Commissioners Scholarships. These scholarships were in recognition of a generous gift which was given to the College by the Montgomery County Board of Commissioners. Young men from Montgomery County who plan to attend Wabash are eligible to apply for this award if there will be a scholarship available during their freshman year at Wabash. This scholarship is renewable for eight consecutive semesters provided the student remains in good standing with the College and makes normal progress towards graduation. The scholarship is awarded every two years.

PUBLIC HEARING: Re-Establishment of the Cumulative Bridge Fund - *The Cumulative Bridge Fund is for the following purposes: the construction, repair, maintenance and inspection of bridges in Montgomery County. The tax will be levied on all taxable real and personal property in Montgomery County and will not exceed \$0.075 per \$100 of assessed valuation. The proposed tax will be levied beginning with taxes due and payable in the year 2025.*

OLD BUSINESS

Re-Appointment to Public Defender Board - Conrad Harvey - 3yr term - *Chief Public Defender Bryan Donaldson has requested that the Commissioners Re-Appointment Conrad Harvey to the Public Defender Board for a 3-year term. The Public Defender Board has 3 members comprised of an appointment of the County Commissioners and the two other members are appointed by the Judges.*

NEW BUSINESS

Request to Close Road for Ironman Raceway Races

Ironman Raceway is requesting authorization to close a portion of County Road 200 West during their race events.

Purple Heart Parkway Extension

Approve Contract with Crider & Crider

Crider and Crider was awarded the bid for this project at the February 12, 2024 Commissioners meeting. The contract with Crider and Crider outlines the responsibilities of both parties regarding the project. The contract establishes the end of September 2024 as the deadline for substantial completion. The project's construction costs will be shared equally between the County and the City after a \$2 million READI grant is used to pay for a portion of the expenses. The County's share will be financed with \$1,655,000 from the American Rescue Plan Act fund.

Authorize Notice to Proceed

The formal authorization by the Commissioners of the Notice to Proceed for this project begins the project timeline.

Approve Second Amended MOU with the City of Crawfordsville - *The*

County and the City of Crawfordsville approved a Memorandum of Understanding (MOU) to share the costs for the Purple Heart Parkway Extension Project. The City has hired VS Engineering to assist with inspecting a variety of the City Projects. The City has offered to use this firm to inspect the construction of the extension of Purple Heart Parkway. The City has said that they will pay for this expense. As a result, the MOU is amended to state: "The City has selected VS Engineering to perform construction inspection services for the Project, and the City agrees to pay 100% of the cost of such services. The County agrees to this arrangement."

Approve Thrive West Central Contract for Housing Program

The County and the City have been working to attract additional housing to the City and the County. Both parties have agreed to partner to develop a housing program that would provide infrastructure funding for new housing development. The housing program would be administered through Thrive West Central, an organization that provides consulting and technical advice to various units of government and general consulting for housing-related activities. Thrive has administered a similar program in Vigo County. Funding for the program may come from a Readi 2.0 state grant.

Thrive's housing program utilizes the Housing Optimization through Market Empowerment approach, also known as H.O.M.E.. The steps include the development of the residential market potential analysis (this should be done by early to mid-March for our County), determining the amount of funds to be invested in the program, building leadership capacity of the steering committee, engaging traditional housing system partners, identifying high priority development areas, establishing a communication plan and building a housing strategy.

The contract is divided equally with the City and each unit's share is \$37,500. The agreement expires on March 1, 2025 and can be renewed after a meeting is held to discuss the experiences with the first agreement.

Approve BFS Contract for Landfill

The Montgomery County Board of Commissioners and the City of Crawfordsville would like to continue improvements to its' closed landfill to address remaining low spots after the completion of the Phase 1 improvements that utilized the soil stockpile from the nearby Penguin Random House site.

For Phase 2, approximately 19,000 Cubic yards of additional fill material is expected to become available from the construction of a nearby subdivision that can be used to address remaining low spots that are causing water to pond on top of the existing landfill cap.

The County and the City would like design assistance to determine how much

additional fill material will be required to fill low-lying areas and perpetuate drainage across the landfill cap. Plans and specifications will then be developed for the proposed earthwork improvements at the landfill to remedy these low-lying areas. Additionally, a planned haul route will be developed for the transport of fill material from the subdivision to the landfill. Finally, the project will be publicly bid under one contract for the hauling of fill material from the subdivision and the implementation of the proposed earthwork improvements at the landfill.

The County and the City would also like to evaluate the cost to cap the entire landfill with an appropriate landfill cap material, place topsoil, and reseed. Additionally, the County and the City would like recommendations on the best management practices to maintain the closed landfill into perpetuity. These recommendations along with the landfill cap cost evaluation will be presented to the County and the City in a study report format.

The County and City utilized Butler, Fairman and Suefert, an engineering firm, for the design of Phase 1 of the project and desire to utilize them for Phase 2, as well. The cost of the contract is \$96,700. The County and the City will share equally in the cost of the contract with each party's share to be \$48,350.

Approve Commissioners Certificate Sale Services Addendum to the SRI Tax Sale Services Agreement - *SRI provides the County's Tax Sale Services, this Addendum is part of the Agreement. The Addendum provides for the services pertaining to Commissioners' Certificate Sales performed on behalf of the County Commissioners by SRI.*

Approve Pay App #4 - Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project) - \$19,627.93

Four invoices for Corridor & Program Management services provided by Lochmueller Group.

Convention & Visitors Commission (CVC) Appointment - Carter Wilson

The CVC is comprised of seven board members. The meetings are on the second Tuesdays @ 6pm and are held at the Government Center in the Commissioners Conference Room E104.

2024 Board Members:

*****Commissioner Appointments***

Councilman Jake Bohlander

Carter Wilson (New Appointment)

Commissioner John E. Frey

Isaac Hook

*****Mayor Appointments***

Mike Reidy

Paul Parry
Vacant

ORDINANCES

Final Reading Ordinance 2024-5: Re-Establishing the Cumulative Bridge Fund - \$0.075 per \$100 of Assessed Value

The Cumulative Bridge Fund is for the following purposes: the construction, repair, maintenance and inspection of bridges in Montgomery County. The tax will be levied on all taxable real and personal property in Montgomery County and will not exceed \$0.075 per \$100 of assessed valuation. The proposed tax will be levied beginning with taxes due and payable in the year 2025.

Final Reading Ordinance 2024-6: Creating 2023 Election Security Local Grant Fund - \$64,240

The Montgomery County Clerk has been approved by the Indiana Secretary of State to receive a grant in the amount of \$64,240 for the purchase of scanners with ballot boxes; barcode scanners; hardware and training as detailed in the grant agreement;

Final Reading Ordinance 2024-7: Creating 2024 Well Water Testing Grant Fund - \$2,000

The Montgomery County Health Department has been approved by the Indiana State Department of Health to receive a grant in the amount of \$2,000 for expenses related to well water testing as detailed in the grant agreement. The funds will be used specifically for supplies.

Final Reading Ordinance 2024-8: Amending Chapter 151: Flood Damage Prevention

Text amendments updating Flood Damage Prevention standards and requirements.

Introduction Ordinance 2024-9: Creating 2024 MPO READI Grant Fund - \$2,033,333

Montgomery County approved to receive a grant from Indianapolis Metropolitan Planning Organization (MPO) in the amount of \$2,033,333 for expenses related to the Montgomery County Purple Heart Parkway Extension Project.

RESOLUTIONS

Resolution 2024-4: Statement on Water Resources

"We recognize that water resources are a state regulated resource. We encourage the state to seek local input and collaborate with local government regarding water use issues such as the LEAP Project as well as other projects. We believe that projects with a large impact on water resources ought to be studied to ensure that there is minimal impact on existing businesses and residents. The study ought to be a transparent process in order for residents and businesses to have confidence in the process and the results of the study."

**OTHER BUSINESS
ADJOURNMENT**

Claims AP

Friday, February 23, 2024 11:26 AM

Rick Wright - York Auto Truck Quote

Thursday, February 22, 2024 12:03 PM

gm Vehicle Locator	
Dealer Information	
YORK CHEVROLET-BUICK-GMC, INC. 1501 INDIANAPOLIS RD GREENCASTLE, IN 46135 Phone: 765-653-8426 Fax:	
3GTPUJEK0RG241102	
Model Year: 2024	Event Code: 4150-Original Invoice
Make: GMC	Order #: DFDFBW
Model: 1500 Sierra	MSRP: \$57,690.00
Crew Cab Short Box, 4WD-TK10543	
PEG: Elevation Standard-3VL	Order Type: TRE-Retail Stock
Primary Color: Onyx Black-GBA	Stock #: N/A
Trim: 3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim-H0U	Inventory Status: Available
Engine: Engine: TurboMax High Output-L3B	17 city/20 hwy
Transmission: 8-Speed Automatic-MFC	
Additional Vehicle Information	
GM Marketing Information	
Vehicle Options	
Chargeable Options	MSRP
Onyx Black-GBA	\$495.00
No Cost Options	
50-STATE EMISSIONS-FE9 8-Speed Automatic-MFC CUSTOMER DIALOGUE NETWORK-R6J Engine: TurboMax High Output-L3B GVW Rating 7000 Lbs-C5W Rear Axle: 3.42 Ratio-GU6 Wheels: 20" Black Gloss Painted Aluminum-RD3	

Won't know until Monday -

Other Options

120 Volt Electrical Receptacle, In Cab-KI4
 3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim-H0U
 Auto Locking Differential, Rear-G80
 Body: Pick-Up Bed-E63
 Cruise Control-K34
 Defogger, Rear Window Electric-C49
 Floor Covering: Carpet, Color Keyed-B30
 Following Distance Indicator-UE4
 Headlamps, Intellibeam-TQ5
 LED Fog Lamps, Front-T3U
 Lighting, Cargo Box, LED-UF2
 Mirrors, O/S: Power, Heated-DLF
 Power Door Locks-AU3
 Premium GMC Infotainment system-IOK
 Rear Vision Camera, HD-UVB
 Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3
 SiriusXM Satellite Radio (subscription)-U2K
 Steering Column, Manual Tilt & Telescoping-N37
 Tire, Spare: 255/80 R17 All Season, Blackwall-QAQ
 Trailing Package-Z82

2-USBs, Second Row Charge/Data Ports-UBI
 Alternator, 220 AMP-KW5
 Automatic Emergency Braking-UHY
 Climate Control, Electronic - Dual-zone-CJ2
 Deep Tinted Glass-AKO
 Elevation Standard-3VL
 Focused Ordering Configuration-RFQ
 GMC Pro Safety-PDI
 Heated Steering Wheel-KI3
 Lane Keep Assist/Departure Warning-UHX
 Lock, Spare Tire-SAF
 OnStar Communication System-UE1
 Power Seat Adjuster (Driver's Side)-A2X
 Rear Seat: Folding with Storage Package-R7O
 Remote Vehicle Starter System-BTV
 Sensor, Forward Collision Alert-UEU
 Standard Tailgate-QK1
 Tailgate Function--Manual w/ Assist, Pwr Release-QT5
 Tires: 275/60 R20 All Season, Blackwall-QAB
 Transfer Case: Active, Single Speed, Rotary Dial Ctrl-NP0

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Montgomery County

From York Auto

Rick Wright

01/24/2023

2024 GMC Sierra 1500 Elevation

MSRP.....\$57,690

Sale Price.....\$52,258

+ Taxes & Fees.....\$267.25

Total Due \$52,525.25

TRADE IN - 20,000. ✓
32,525.25

York Automotive Group Truck Quote

Thursday, February 22, 2024 12:04 PM



New 2024 Ram 1500 Big Horn/Lone Star 4WD

VIN: 1C6RRFFG2RN168069
Stock: 24041



York Automotive

1765 US
231
Crawfordsville, IN 47933
765-653-8426
nyork@yorkautomotive.com

Exterior: Blue
Interior: Diesel Gray/Black
Engine: 3.6L V6 24V VVT
Mileage: 11

Drivetrain: 4WD
Transmission: 8-Speed Automatic
Fuel Efficiency: 19 CITY / 24 HWY

Vehicle Details:

- Tires: 275/65R18 BSW All Season LRR
- Steel Spare Wheel
- Chrome Rear Step Bumper
- Black Side Windows Trim
- Convex Wide-Angle Exterior Mirror Insert
- Deep Tinted Glass
- Galvanized Steel/Aluminum Panels
- RAM Grille Badge - Chrome
- Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Front Seat Back Map Pockets
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Leather Steering Wheel
- Rear Cupholder
- Proximity Key For Push Button Start Only
- Cruise Control w/Steering Wheel Controls
- Locking Glove Box
- Metal-Look Gear Shifter Material
- Vinyl Door Trim Insert
- Mini Overhead Console and 1 12V DC Power Outlet
- Fade-To-Off Interior Lighting
- Global Telematics Box Module (TBM)
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins and 1st Row Underseat Storage
- Analog Appearance
- Seats w/Cloth Back Material
- 4 Way Front Headrests
- Air Filtration
- 6 Speakers
- Fixed Antenna
- Engine: 3.6L V6 24V VVT eTorque UPG I
- GVWR: 6,900 lbs
- Engine Auto Stop-Start Feature
- Part-Time Four-Wheel Drive
- 730CCA Maintenance-Free Battery
- Regular Box Style
- Clearcoat Paint
- Chrome Front Bumper w/Chrome Rub Strip/Fascia Accent
- Black Door Handles
- Fixed Rear Window
- Variable Intermittent Wipers
- Black Grille w/Chrome Surround
- Tailgate Rear Cargo Access
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Laminated Glass
- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Cloth Rear Seat
- 3 Rear Seat Head Restraints
- Rear 60/40 Folding Seat
- Illuminated Front Cupholder
- Compass
- Valet Function
- HVAC -inc: Underseat Ducts and Console Ducts
- Full Cloth Headliner
- Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome/Metal-Look Interior Accents
- Day-Night Rearview Mirror
- Front Map Lights
- Pickup Cargo Box Lights
- For Details, Visit DriveUconnect.com
- Delayed Accessory Power
- Driver Information Center
- Outside Temp Gauge
- Redundant Digital Speedometer
- Front Center Armrest w/Storage and Rear Center Armrest
- Sentry Key Immobilizer
- 1 12V DC Power Outlet
- Streaming Audio
- 1 LCD Monitor In The Front
- 3.21 Rear Axle Ratio
- 50 State Emissions
- Electronic Transfer Case
- Engine Oil Cooler
- 48V Belt Starter Generator

- Trailer Wiring Harness
- HD Shock Absorbers
- Electric Power-Assist Steering
- 26 Gal. Fuel Tank
- Short And Long Arm Front Suspension w/Coil Springs
- Side Impact Beams
- Tire Specific Low Tire Pressure Warning
- Curtain 1st And 2nd Row Airbags
- Rear Child Safety Locks
- ParkView Back-Up Camera
- Body Style: Crew Cab
- Drivetrain: Four Wheel Drive
- Base Curb Weight: 5083
- Gross Axle Wt Rating - Rear: 4100
- Curb Weight - Rear: 2163
- Fuel Economy Est-Combined: 21
- EPA Fuel Economy Est - Hwy: 24
- Dead Weight Hitch - Max Trailer Wt.: 5000
- Wt Distributing Hitch - Max Trailer Wt.: 6450
- Maximum Trailing Capacity: 6450
- Engine Type: Gas/Electric V-6
- Fuel System: Sequential MPI
- SAE Net Torque @ RPM: 269 @ 4800
- Trans Type: 8
- Trans Description Cont. Again:
- Second Gear Ratio (:1): 3.14
- Fourth Gear Ratio (:1): 1.67
- Sixth Gear Ratio (:1): 1.00
- Trans PTO Access: No
- Transfer Case Power Take Off: No
- Cold Cranking Amps @ 0° F (2nd): 730
- Engine Oil Cooler: Regular Duty
- Suspension Type - Rear: Multi-Link
- Axle Type - Rear: Rigid Axle
- Axle Ratio (:1) - Rear: 3.21
- Rear Tire Order Code: TUM
- Front Tire Size: P275/65SR18
- Spare Tire Size: Full-Size
- Rear Wheel Size: 18 X 8
- Front Wheel Material: Aluminum
- Spare Wheel Material: Steel
- Turning Diameter - Curb to Curb: 46.2
- Brake ABS System: 4-Wheel
- Disc - Front (Yes or): Yes
- Front Brake Rotor Diam x Thickness: 14.9
- Drum - Rear (Yes or):
- Fuel Tank Capacity, Approx: 26
- Front Leg Room: 40.9
- Front Hip Room: 63.4
- Second Leg Room: 45.2
- Second Hip Room: 63.4
- Length, Overall: 232.9
- Height, Overall: 77.6
- Ground Clearance, Front:
- Cargo Box Length @ Floor: 67.4
- Cargo Box Width @ Floor: 66.4
- Cargo Box (Area) Height: 21.4
- Cargo Volume: 53.9
- 1820# Maximum Payload
- Front And Rear Anti-Roll Bars
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Solid Axle Rear Suspension w/Coil Springs
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Vehicle Name: Ram 1500
- Body Code: T
- Passenger Capacity: 6
- Gross Axle Wt Rating - Front: 3900
- Curb Weight - Front: 2920
- Gross Vehicle Weight Rating Cap: 6900
- EPA Fuel Economy Est - City: 19
- Gross Combined Wt Rating: 11900
- Dead Weight Hitch - Max Tongue Wt.: 500
- Wt Distributing Hitch - Max Tongue Wt.: 645
- Engine Order Code: ERG
- Displacement: 3.6 L/220
- SAE Net Horsepower @ RPM: 305 @ 6400
- Trans Order Code: DFT
- Trans Description Cont.: Automatic w/OD
- First Gear Ratio (:1): 4.71
- Third Gear Ratio (:1): 2.11
- Fifth Gear Ratio (:1): 1.28
- Reverse Ratio (:1): 3.29
- Transfer Case Model: Electronic
- Cold Cranking Amps @ 0° F (Primary): 730
- Tons/yr of CO2 Emissions @ 15K mi/year: 8.4
- Suspension Type - Front: Short And Long Arm
- Axle Type - Front: Independent
- Axle Ratio (:1) - Front: 3.21
- Front Tire Order Code: TUM
- Spare Tire Order Code:
- Rear Tire Size: P275/65SR18
- Front Wheel Size: 18 X 8
- Spare Wheel Size: Full-Size
- Rear Wheel Material: Aluminum
- Steering Type: Rack-Pinion
- Brake Type: 4-Wheel Disc
- Brake ABS System (Second Line): 4-Wheel
- Disc - Rear (Yes or): Yes
- Rear Brake Rotor Diam x Thickness: 14.8
- Rear Drum Diam x Width:
- Front Head Room: 40.9
- Front Shoulder Room: 66
- Second Head Room: 39.8
- Second Shoulder Room: 65.7
- Wheelbase: 144.5
- Width, Max w/o mirrors: 82.1
- Cab to Axle: 27.7
- Ground Clearance, Rear:
- Cargo Box Width @ Top, Rear: 66.4
- Cargo Box Width @ Wheelhousings: 51
- Tailgate Width: 60
- Seventh Gear Ratio (:1): 0.84

- Eighth Gear Ratio (:1): 0.67
- Vehicle Segment: Large Pick-up
- Body Cab Style: Crew Cab
- Engine Displacement Units: 3.6
- Engine Block Type: aluminum
- Engine Valve Count: 4
- Quick Order Package 23Z Big Horn
- 3.55 Rear Axle Ratio
- Wheels: 20" x 9" Aluminum Chrome Clad
- Big Horn Level 1 Equipment Group
- Class IV Receiver Hitch
- Rear Wheelhouse Liners
- Trailer Brake Control
- Radio: Uconnect 5 W w/8.4" Display
- MOPAR Front & Rear Rubber Floor Mats
- Rear Window Defroster
- 4 Way Front Headrests
- Heated Front Seats
- Front Seat Back Map Pockets
- Passenger Sun Visor w/Illuminated Mirror
- Auto-Dimming Exterior Driver Mirror
- Glove Box Lamp
- Exterior Mirrors Courtesy Lamps
- Convex Wide-Angle Exterior Mirror Insert
- Big Horn Badge
- Exterior Mirrors w/Heating Element
- Global Telematics Box Module (TBM)
- USB Host Flip
- SiriusXM Satellite Radio
- Connectivity - US/Canada
- SiriusXM Radio Service
- For More Info, Call 800-643-2112
- Integrated Voice Command w/Bluetooth
- 4-Wheel Disc Brakes
- Air Conditioning
- ParkView Rear Back-Up Camera
- Voltmeter
- AM/FM radio
- Alloy wheels
- Bumpers: chrome
- Driver door bin
- Dual front side impact airbags
- Front reading lights
- Fully automatic headlights
- Illuminated entry
- Low tire pressure warning
- Outside temperature display
- Overhead console
- Passenger door bin
- Power door mirrors
- Power windows
- Rear anti-roll bar
- Rear step bumper
- Speed control
- Steering wheel mounted audio controls
- Tilt steering wheel
- Trip computer
- Compass
- Driver Air Bag
- Front Side Air Bag
- Model Group: Ram Pickups
- Vehicle Type: Crew Cab
- Bed Style: regular
- Engine Camshaft: DOHC
- Engine Cylinder Count: 6
- Country of Origin: United States RAM, Jeep Truck
- 3.21 Rear Axle Ratio
- Wheels: 18" x 8" Cast-Aluminum Painted
- Cloth Bench Seat
- 9 Amplified Speakers w/Subwoofer
- Electric Shift-On-Demand Transfer Case
- Remote Start System
- Radio: Uconnect 3 w/5" Display
- Wheel to Wheel Side Steps
- Front Fog Lamps
- 2nd Row In Floor Storage Bins
- Rear 60/40 Folding Seat
- 3 Rear Seat Head Restraints
- Rear Power Sliding Window
- Auto-Dimming Rear-View Mirror
- Black Premium Power Mirrors
- Exterior Mirrors w/Supplemental Signals
- Power-Folding Mirrors
- Rear Dome w/On/Off Switch Lamp
- RAM Grille Badge - Chrome
- Heated Steering Wheel
- Google Android Auto
- Apple CarPlay
- Bluetooth Handsfree Phone & Audio
- 4G LTE Wi-Fi Hot Spot
- For Details, Visit DriveUconnect.com
- 48V Belt Starter Generator
- Emergency communication system: RAM Connect
- 6 Speakers
- Electronic Stability Control
- Tachometer
- ABS brakes
- Adjustable head restraints: driver and passenger w/tilt
- Brake assist
- Delay-off headlights
- Dual front impact airbags
- Front anti-roll bar
- Front wheel independent suspension
- Heated door mirrors
- Leather steering wheel
- Occupant sensing airbag
- Overhead airbag
- Panic alarm
- Passenger vanity mirror
- Power steering
- Radio data system
- Rear seat center armrest
- Remote keyless entry
- Split folding rear seat
- Telescoping steering wheel
- Traction control
- Variably intermittent wipers
- Front Center Armrest w/Storage
- Passenger Air Bag
- Front Head Air Bag

- Rear Head Air Bag
- AM/FM Stereo
- Cruise Control
- Four Wheel Drive
- Floor Mats
- Keyless Entry
- Heated Mirrors
- Pass-Through Rear Seat
- Adjustable Steering Wheel
- Traction Control
- Intermittent Wipers
- MP3 Player
- Variable Speed Intermittent Wipers
- Immobilizer
- Passenger Vanity Mirror
- Transmission w/Dual Shift Mode
- Tire Pressure Monitor
- Bluetooth Connection
- 8-Speed A/T
- Stability Control
- Keyless Start
- Rear Bench Seat
- Requires Subscription
- Lithium Ion Traction Battery

- A/C
- ABS
- Child Safety Locks
- V6 Cylinder Engine
- Daytime Running Lights
- Power Door Locks
- Power Mirror(s)
- Power Steering
- Conventional Spare Tire
- Power Windows
- A/T
- Privacy Glass
- Steering Wheel Audio Controls
- Automatic Headlights
- Leather Steering Wheel
- Tow Hitch
- Trip Computer
- Telematics
- Back-Up Camera
- Brake Assist
- Auxiliary Audio Input
- Passenger Air Bag Sensor
- Gasoline/Mild Electric Hybrid

MSRP \$59,565
 MSRP \$59,565
 Incentives -\$5,500
 2024 RAM Great Lakes BC Bonus Cash GLCRA -\$1,000
 2024 RAM National Retail Consumer Cash (Type 1/B) 24CR1 -\$4,500
 York Deal \$54,065

Disclaimer:

New vehicle pricing includes all offers and incentives. Tax, Title and Tags not included in vehicle prices shown and must be paid by the purchaser. While great effort is made to ensure the accuracy of the information on this site, errors do occur so please verify information with a customer service rep. This is easily done by calling us at or by visiting us at the dealership. **With approved credit. Terms may vary. Monthly payments are only estimates derived from the vehicle price with a 60 month term, 6% interest and 20% down payment. †Online pricing for our inventory does NOT reflect our included York Safety, Security, and Appearance package; The York Safety, Security, and Appearance packages includes Safely Brake – brake pulse system, 1 year Elo GPS/Maintenance monitoring, and 1 year exterior paint protection.

YOUR PRICE \$52,142.00
 TIRE TAX & FEES + 447.25
 TOTAL \$52,589.25
 TRADE IN - 20,000.00
 \$32,589.25

Christi Hubler Chevrolet Truck Quote

Thursday, February 22, 2024 12:06 PM



Date/Time: Jan 23, 2024 11:59 AM
Buyer: Mark Bickel
Phone: C: 7653662440
Address: 307 Binford St
Crawfordsville, IN 47933

Trade:
2017 RAM 1500, Truck (42,815)
Salesperson: Mathew Moss
Salesperson: David Lashbrook

16 City/20 Hwy

2023 Chevrolet Silverado 1500, Body Type: Crew Cab Pickup 23153

Color: Black, 4 Miles VIN:3GCUDDDE9PG322411

Cash	Balance Due
\$ Down	
\$0	\$36,113



Total Trade Allowance: **\$20,000**

Total Trade Adjustments: **\$0**

Net Trade Allowance: **\$20,000**

MSRP/Retail	\$61,895.00
Selling Price	\$61,895.00
ETCH/NITROGEN	\$199.00
Trade Allowance	\$20,000.00
Trade Difference	\$41,895.00
Government Fees	\$31.25
Proc/Doc Fees	\$237.51
Subtotal (Selling Price +	\$62,362.76
Rebates	\$6,250.00
Total Balance Due	\$36,112.76

X

Customer Signature

Date

X

Manager Signature

Date

Figures may not reflect credit approval. By signing, the customer consents to future correspondence from Christi Hubler Chevrolet (via phone, email or text).

Permission to put Blue Pinwheels on the Courthouse Lawn in support of Child Abuse Prevention Month in April

Thursday, February 22, 2024 10:22 AM

Request submitted by Gail Friend:

"My name is Gail Friend. I am a community liaison for Firefly Children and Family Alliance. Once DCS has been called to a family's home, Firefly is contacted to help, support and keep the children safe as we work with these families and give them the tools to succeed in life.

April is Child Abuse Prevention Month. This is the time of year you will see the blue pinwheels around town, at schools and local businesses. It would be amazing to see these pinwheels on the Courthouse lawn. How can we make this happen? I can not think of a better place, in downtown Crawfordsville for everyone to see."

Feel free to give me a call at 765-267-0475 or email me at gfriender@fireflyin.org"

Approve MOU between Montgomery County Health Department and the City of Crawfordsville of Financial Support for Mobil Integrated Health Community Paramedic; Quick Response Team

Thursday, February 22, 2024 10:32 AM



Montgomery County Health Department

1580 Constitution Row Ste. G
Crawfordsville, IN 47933

Memorandum of Understanding between the Montgomery County Health Department and the City of Crawfordsville Regarding Provision of financial support for Mobile Integrated Health Community Paramedic; Quick Response Team.

Introduction

- The Montgomery County Health Department and the City of Crawfordsville Mobile Integrated Health are community partners and have a shared mission to improve the health performance of the residents of Crawfordsville and surrounding areas of Montgomery County.
- Mobile Integrated Health provides essential services to citizens of Crawfordsville and Montgomery County through primary care, public health, disease management, mental health, substance use, and other health related services.
- Montgomery County Health Department received funds from the State of Indiana Governor's Public Health Commission (GPHC), also called Health First Indiana, and will collaborate with Mobile Integrated Health to partially support a Mobile Integrated Health Community Paramedic.
- In furtherance of such partnership, the Montgomery County Health Board and Crawfordsville Mobile Integrated Health have each adopted this agreement and approved the partnership of Montgomery County Health Department and Mobile Integrated Health in accordance under the terms and conditions set forth herein, and agree that a Memorandum of Understanding is needed to facilitate the partnership.

The parties hereby agree as follows:

1. City of Crawfordsville Mobile Integrated Health Community Paramedic-Quick Response Team.

- A. Upon the terms and subject to the conditions set forth in the Agreement, at the Effective Date (as defined below), the full-time Mobile Integrated Health Community Paramedic will be recruited, screened and hired by Mobile Integrated Health, and will be a full-time employee of the City of Crawfordsville.
- B. The recruitment and hiring of this position shall be effective at such time the MOU is approved by both boards of MCHD and MIH, no later than the end of March 30, 2024.
- C. The portion of funding being provided by the MCHD will be paid in quarterly increments to Mobile Integrated Health once both parties sign the MOU, and an invoice is received from Mobile Integrated Health.

2. Representations and Warranties.

2. Representations and Warranties.

Mobile Integrated Health represents and warrants to MCHD that:

- A. MIH is duly organized, validly existing and in good standing under the laws of the State of Indiana.

Phone: 765-361-4125

Website: www.montgomerycounty.in.gov

Fax: 765-361-3239

MCHD represents and warrants to Crawfordsville Mobile Integrate Health that:

- A. MCHD is duly organized, validly existing and in good standing under the laws of the State of Indiana.
- B. MCHD has a budget approved by the State Department of Health as well as approval of the local health board and has a line item in this budget designating funds to the Mobile Integrated Health Community Paramedic-Quick Response Team.
- C. Except as disclosed in the MCHD Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of MCHD'S officers, threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the MCHD officers that would reasonably be expected to result in any adverse claims against MCHD.

3. Covenants

MCHD and Crawfordsville Mobile Integrated Health covenants and agrees after the date hereof and until the Effective Date:

- A. Montgomery County Health Department and Crawfordsville Mobile Integrated Health will coordinate a press release regarding the partnership/MOU
- B. The party incurring the expense shall pay all costs and expenses incurred by a party in connection with this Agreement.

4. Responsibilities

MCHD and MIH agree that after the effective date the following will be the responsibilities of each party.

- A. MIH will recruit, screen, hire, train and supervise the MIH Community Paramedic
- B. MIH will provide reporting statistics to the Montgomery County Health Department in regards to: Trauma and Injury Prevention, and Access and Linkage to Clinical Care.
- C. MCHD through their annual budget funds (as approved by the County Commissioners), will provide the funding for this position, as agreed upon for 2024.
- D. Montgomery County Health Department will provide \$80,701.00 for year 2024 to Crawfordsville Mobile Integrated Health for a Community Paramedic-Quick Response Team.

MCHD Board President

Date

MCHD Administrator

Date

MCHD Administrator

Date

Todd Barton, Mayor

Date

Director of Mobile Integrated Health

Date

Phone: 765-361-4125

Website: www.montgomerycounty.in.gov

Fax: 765-361-3239

PRESENTATION: COMMISSIONERS SCHOLARSHIP AWARD for WABASH COLLEGE

Thursday, February 22, 2024 12:10 PM

PUBLIC HEARING: Re-Establishment of Cumulative Bridge Rate

Thursday, February 22, 2024 12:10 PM

Re-Appointment to Public Defender Board - Conrad Harvey - 3yr term

Thursday, February 22, 2024 11:58 AM

Chief Public Defender Bryan Donaldson has requested that the Commissioners Re-Appointment Conrad Harvey to the Public Defender Board for a 3-year term.

The Public Defender Board is comprised of 3 members. One member appointed by the County Commissioners; two members are appointed by the Judges.

PHP Extension Project: Approve Contract with Crider & Crider

Thursday, February 22, 2024 11:55 AM

AGREEMENT
Montgomery County, Indiana

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____.

by and between

"OWNER": Montgomery County Engineering Department, by and through its Board of Commissioners,

and

"CONTRACTOR": The Firm or Corporation with whom the OWNER has entered into the Construction Contract.

concerning the following:

PROJECT: **Purple Heart Parkway Extension**

WORK: **Roadway Construction**

ENGINEER: **Tom Klein**

RECITALS:

- A. The OWNER has heretofore caused to be prepared certain plans, specifications and other "Contract Documents" as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;
- B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

A-1

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

- .1 This Agreement;
- .2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;
- .3 Special Conditions
- .4 General Conditions
- .5 CONTRACTOR's Itemized Proposal and Declarations
- .6 Technical Specifications
- .7 Plans
- .8 County Standards and Specifications
- .9 INDOT Standard Drawings
- .10 INDOT Supplemental Specifications Sections 200 Series through Section 900 Series
- .11 INDOT Standard Specifications Sections 200 Series through Sections 900 Series
- .12 Additional Requirements Section of the Bid Documents (wage rates, change order forms, etc.)
- .13 Instructions to Bidders
- .14 Advertisement or Notice to Bidders
- .15 Performance, Payment and Warranty Bonds

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

- .1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;
- .2 Calculated dimensions shall govern over scaled dimensions;

- .3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and
- .4. In documents of equal priority, if any such conflict, error, discrepancy or dispute cannot be resolved or reconciled by application of the rules stated in Subparagraphs 1.2.1 through 1.2.3, then the provision expressing the greater quantity, quality, or scope of work, or imposing the greater obligation upon the CONTRACTOR or affording the greater right or remedy to the OWNER shall govern, without regard to the party who drafted such provision.

2. Contract Price

- 2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to construct, complete, and make ready for use by the at the Unit Prices as quoted in the above described Bid Proposal the total not to exceed

Five million three hundred forty-four thousand five hundred ninety-eight and 25/100, \$5,344,598.25, subject to any additions or deletions based on actual approved quantities of the respective unit price items, which sum the CONTRACTOR agrees to accept as full payment for all such Work actually performed and accepted as described in the Contract Items specification and other Contract Documents. The CONTRACTOR agrees that each unit price shall be deemed full and complete compensation for all direct and indirect costs for each respective item of Work, including without limitation all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place.

- 2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

- 3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.

1. 3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **Substantial Completion on or before September 30, 2024. Substantial Completion is defined as all contract pay items are completed and the roadway and path are opened to unrestricted traffic. Final Completion and Acceptance on or before July 31, 2025. Final Completion is defined as receiving the NOT and submitting all required paperwork and quantities re consolidated to close the project.**

- 3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

1. The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of \$500 per calendar day in achieving Substantial Completion. Substantial Completion is defined as all contract pay items are completed and the roadway and path are opened to unrestricted traffic. Liquidated damages shall also be assessed and recovered at the rate of \$500 per day in achieving Final Completion of the work. Final Completion is defined as receiving the NOT and submitting all required paperwork and quantities reconsolidated to close the project.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

"CONTRACTOR" SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this 21st day
of February, 2024.

Firm Name Crider & Crider, Inc.

Address 1900 Liberty Drive, Bloomington, IN 47403

Telephone No. 812-336-4452 Fax No. 812-333-1434

By: 
Signature

Printed: Steven R. Crider

Title: Vice President

"OWNER" SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has
herewith set his/her hand this _____ day of _____, 20____.

For and on behalf of the Montgomery County, Indiana by its Engineering Department and its Board of
Commissioners

OWNER:
MONTGOMERY COUNTY, INDIANA
by and through its Board of Commissioners

BY: _____
John E. Frey, President

Date: _____

Jim Fulwider, Vice President

Date: _____

Dan Guard, Member

Date: _____

ATTEST:

Mindy Byers, County Auditor

Date: _____



3. No Investment in Iran. Contractor affirms under the penalties of perjury that Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in Ind. Code § 5-22-16.5-14, including termination of this Agreement and denial of future state contracts, as well as imposition of a civil penalty.

4. Non-Discrimination. Pursuant to Indiana and Federal Law, Contractor, and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

Dated this 21st day of February, 2024.

Contractor

Crider and Crider Inc.




By Steven R. Crider, its Vice President

State of Indiana

County of Monroe

SS:

Before me personally appeared Steven R. Crider, who being first duly sworn under penalties for perjury and signed the above and foregoing Addendum this 21st day of February, 2024.


Notary Public

JACOB HENDERSON
Notary Public • Commission #NP0736206
Greene County, State of Indiana
Commission Expires Sept. 15, 2029

My Commission Expires: 09/15/2029

County of Residence: Greene

Addendum to Contract

1. **Suspension and Debarment Certification.** Neither the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this contract by any federal agency or by any department, agency or political subdivision of the State. The contractor agrees that if after the execution of this agreement, either it or any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into contracts similar to this one that it will immediately notify the County Administrator. For purposes of this agreement, the term "principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control of the operations of the contractor or who has managerial or supervisory responsibilities for the services to be delivered under this agreement. In addition, the contractor represents that none of its subcontractors or subconsultants are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this contract by any federal agency or by any department, agency or political subdivision of the State. The contractor is solely responsible for any recoupment, penalties or costs that arise from the use of a suspended or debarred subconsultant. If any subconsultant becomes debarred or suspended, the contractor will immediately notify the County Administrator and, at the request of Montgomery County, take all steps required by the County to terminate the contractor's contractual relationship with said subconsultant for work to be performed under this contract. If the contractor breaches its obligations under this paragraph, including but not limited to, the condition and obligation of not being debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this contract, the County shall have the right to terminate this contract and to delay, withhold or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this contract.

2. **Employment Eligibility Verification.** Contractor affirms under the penalties of perjury that it does not knowingly employ and unauthorized alien. Contractor shall enroll in and verify the work eligibility of all its newly hired employees through the E-Verify program as defined in Ind. Code § 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain as an employee or contract with a person that Contractor subsequential learns is an unauthorized alien.

Contractor shall require its subconsultant(s), who perform work under this Agreement, to certify to Contractor that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification through the duration for the term of a contract with a subconsultant.

PHP Extension Project: Authorize Notice to Proceed

Thursday, February 22, 2024 11:56 AM

Second Amended MOU between City of Crawfordsville and Montgomery County Regarding the Purple Heart Parkway East Extension

Thursday, February 22, 2024 9:32 AM

**SECOND AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CRAWFORDSVILLE AND MONTGOMERY COUNTY
REGARDING PURPLE HEART PARKWAY EAST EXTENSION**

This Memorandum of Understanding seeks to memorialize the intention of the City of Crawfordsville (the City) and Montgomery County (the County) to provide for the design, right-of-way acquisition, construction, and development of the extension of Purple Heart Parkway from U.S. Highway 231 east to Ladoga Road.

Background

- The City and the County have collaborated in encouraging residential development in a target area which is south of County Road 150 South, west of Ladoga Road, and east of U. S. Highway 231 South;
- The City and the County believe that the construction of a new road for access will facilitate residential and other development in the target area;
- The City and the County believe that the extension of Purple Heart Parkway from U.S. Highway 231 east to Ladoga Road will facilitate development in the target area;
- The County has caused RQAW Transportation to perform and deliver an Abbreviated Engineer's Assessment of the extension of Purple Heart Parkway east of U.S. Highway 231 South;
- At the time the parties' entered into their original Memorandum of Understanding, all of the parcels of real estate traversed by the proposed road were outside of the City territorial boundaries, but the City and County anticipate that the City will receive petitions for voluntary annexation in the target area in the near future;
- The City and County desire to collaborate on the design, right-of-way acquisition, and construction of the new road project and to share the costs of the project in order to facilitate development in the target area;
- The City and County believe that their cooperation in the design, construction, financing and completion of this project is beneficial to both the City and County and to the taxpayers of the City and County, will encourage economic development in the City and County, and will provide other benefits to the traveling public;
- The City and County intend to use this memorandum to identify areas of agreement and matters which are in need of further discussion regarding the project.
- In February 2024, the County awarded the project to Crider & Crider, and construction is expected to begin in the Summer of 2024;
- The City has agreed to select an engineering firm for construction inspection and to pay for 100% of the cost of such inspection services, and the County agrees to this arrangement.

Recitation of Preliminary Understandings

1. **Design of Project.** The County and City agree to coordinate the entire design of the project. Because the project currently lies outside of the City's territorial boundaries, the County will engage RQAW Transportation to design the project. The City and County will collaborate on the design of the project, and both parties must approve the design at all phases of the design process. The County will pay for fifty-nine percent (59%) of the costs of design, and the City will pay for forty-one percent (41%) of such costs.
2. **Right-of-Way Acquisition:** If the parties proceed with the project, the County will engage a right-of-way acquisition firm to acquire any and all rights-of-way necessary for the project, and the City and County will use their respective rights to eminent domain, if necessary, in order to secure the required rights-of-way.
3. **Letting of Project:** If the parties proceed with the project, the County will solicit bids for the project and award the project consistent with Indiana law.
4. **Construction of Project.** If the parties proceed with the project, the County and City agree to coordinate the entire construction of the project. The City and County agree that, subject to the availability of public funds and after applying to the project any READI grant funds received by them for the project, the construction costs of this project will be divided with the City paying for fifty percent (50%) of the right-of-way acquisition, construction, project management, and other costs, and the County will pay fifty percent (50%) of such costs. The costs for construction will be billed directly to each party by the service providers, and each party will pay their respective share directly to the provider. For right-of-way acquisition costs as the Project proceeds, the City will pay for the cost of the acquisition of right-of-way of land in the City, and the County will pay for the cost of the acquisition of right-of-way outside of the City. Prior to the end of the Project, the City and County will reconcile the costs of acquisition paid, determine which party paid more than fifty percent (50%) of the total costs of right-of-way acquisition expenses, and the party which has paid less than its fifty percent (50%) share will make to the other party an equalization payment for the difference between the amount paid and that party's fifty percent (50%) share.
5. **Recapture of Expenses After Annexation.** The parties agree that in the event that the City annexes land adjacent to the Project, the City will have no obligation to reimburse the County for the costs of the project, as originally contemplated by the parties original Memorandum of Understanding. In addition, the County hereby releases the City of its obligations under the parties' prior memorandum of understanding and agreements to reimburse the County for annexations of land adjacent to the Purple Heart Parkway extension between State Road 231 South and State Road 47 South.
6. **Extension of Sanitary Utilities.** The City agrees to construct the necessary sanitary sewer infrastructure to serve the project area and to locate such infrastructure in the right-of-way of the new road. The City's obligation to serve the adjacent parcels is conditioned upon the landowners of adjacent parcels entering into a landowner agreement and participating in a voluntary annexation process which results in the

annexation of such parcels into the City. The City will bear the expense of this sanitary sewer extension.

7. **Extension of Water Service.** The City will engage Indiana American Water (IAW) and facilitate the extension of water serves to parcels adjacent to the new road. The City and IAW will determine the manner in which the cost of construction of this water infrastructure will be borne by each the City and IAW.
8. **Construction Inspection.** The City has selected V. S. Engineering to perform construction inspection services for the Project, and the City agrees to pay 100% of the cost of such services. The County agrees to this arrangement.
- 9 **Nonbinding Memorandum:** The purpose of this memorandum is to assist the parties in the identification of issues, areas of agreement and disagreement, and, if the parties desire, to assist them as they work toward a possible agreement regarding the project. This Memorandum is not an agreement between the parties, is not binding upon them, and it neither creates enforceable rights for the benefit of the parties nor imposes obligations upon them. This memorandum merely recites the parties' intentions to explore the possibility of an agreement.

City of Crawfordsville, Indiana

Date: _____ By: _____
Todd D. Barton, Mayor

Attest:

Karyn Douglas, Clerk-Treasurer

Board of Commissioners of Montgomery
County, Indiana

Date _____ By: _____
John Frey, President

Attest:

Mindy Byers, Auditor

Approve Thrive West Central Contract for Housing Program

Thursday, February 22, 2024 11:56 AM

Printout

Thursday, February 22, 2024 3:22 PM



MEMORANDUM OF UNDERSTANDING FOR HOUSING CONSULTING SERVICES

This Memorandum of Understanding (this "MOU") is formed between WEST CENTRAL INDIANA ECONOMIC DEVELOPMENT DISTRICT, INC. D/B/A THRIVE WEST CENTRAL ("THRIVE WEST CENTRAL" OR "THRIVE") and MONTGOMERY COUNTY & THE CITY OF CRAWFORDSVILLE ("the CLIENT") (each, a "PARTY" and together, the ("Parties")).

WHEREAS, THRIVE provides consulting and technical advice to various units of government and general consulting for housing-related activities.

WHEREAS, the CLIENT desires THRIVE WEST CENTRAL to act as their housing consultant utilizing home optimization through market empowerment (H.O.M.E. Method).

WHEREAS it is the CLIENT's desire to have THRIVE provide serve in a variety of manners, which are identified in THRIVE'S Proposal of Services (located in the addendum).

WHEREAS, the CLIENT recognizes this MOU does not include grant writing, grant administration, labor standards, or other related "for-hire services" where an additional contract is required; and

WHEREAS, the Parties desire to collaborate as stated in this MOU.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions: The terms defined in the preamble have their defined meaning, and the terms below have the meaning assigned to them:

- A. "Effective Date" means Feb 1, 2024.
- B. "Collaborative Initiatives" means the outline or scope of work in Section II, Part A, and Part B of this MOU.

II. Parties' Responsibilities under this MOU

A. THRIVE WEST CENTRAL

- 1. THRIVE WEST CENTRAL agrees to consult on housing capacity building with elected and non-elected leaders.
- 2. THRIVE WEST CENTRAL agrees to assist PARTIES with creating a housing strategy and program.
- 3. THRIVE WEST CENTRAL agrees to manage the PARTIES housing program.

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1561
Fax: (812) 238-1564



4. THRIVE WEST CENTRAL agrees to serve as a neutral party related to all things housing or related to housing.
5. THRIVE WEST CENTRAL agrees to provide progress updates at request.
9. THRIVE WEST CENTRAL agrees to communicate frequently and provide multiple points for feedback.
10. THRIVE WEST CENTRAL agrees to (in-person or digitally) attend meetings and related informational sessions regarding information gathering for this application submission.

B. CLIENT

1. The CLIENT agrees to invite THRIVE WEST CENTRAL to meetings or information sessions related to housing or community planning through the duration of the MOU.
2. The CLIENT agrees to provide THRIVE WEST CENTRAL with any information related to housing to ensure transparency of expectations.
3. The CLIENT agrees to notify THRIVE WEST CENTRAL of any changes or information that may impact housing development.
4. The CLIENT agrees to communicate frequently and provide multiple points for feedback when requested to ensure a healthy working relationship.

III. Term & Termination

This MOU shall commence on the Effective Date and continue through March 1, 2025, at which time this MOU will terminate. To renew for an additional period, a meeting is required to discuss experiences, outcomes, and any modifications. A new agreement will be issued. Either Party may terminate this MOU at any time and for any reason by providing at least thirty (30) days advanced written notice to the other Party. Additional services such as grant administration, project management, labor standards, etc. require a new contract.

IV. Rate & Terms

THRIVE WEST CENTRAL is to \$75,000 annually for consulting services. This fee will be split equally between the PARTIES. THRIVE WEST CENTRAL will invoice 50% of the total fee (\$37,500) to the COUNTY and 50% of the total fee (\$37,500) to the CITY.

Upon approval by the PARTIES, these fees shall be invoiced on a monthly or quarterly basis to the PARTY of your choice. The PARTY may also choose to pay the contracted fee in full upon execution. In the event of termination of services, the fee will be reconciled with the amount of staff hours worked on this project at the rate of \$150.00/hr, less any payments received prior.

V. General Provisions

A. Independent Contractor. The Parties agree that each Party is an independent entity of the other and that neither Party is an employee or agent of the other. The Parties

2800 Poplar Street, Suite 9A
Terre Haute, IN 47803

www.thrivewestcentral.com

Office: (812) 238-1561
Fax: (812) 238-1564



acknowledge that they are not insured in any manner by the other Party for any loss of any kind whatsoever. The Parties agree that neither Party has the authority, express or implied, to bind or obligate the other Party in any way.

B. Conflict of Interest. Each Party certifies and warrants to the other that neither it nor any of its agents, representatives, or employees who will participate in the Collaborative Initiatives established by this MOU has or will have any conflict of interest with the other Party.

C. Notice. Unless otherwise specified herein, any notice, invoice, order, or other correspondence required to be sent under this MOU shall be sent to:

If to the CLIENT:

John Frey
Montgomery County Commissioner
1580 Constitution Row
Crawfordsville, Indiana 47933

Todd Barton
Mayor of the City of Crawfordsville
300 E Pike St # 1A,
Crawfordsville, IN 47933

If to THRIVE WEST CENTRAL:

Ryan J. Keller
West Central Indiana Economic
Development District, Inc. D/B/A
Thrive West Central
2800 Poplar Street, STE 9A
Terre Haute, Indiana 47803

D. Disputes. Any and all disputes that may arise under this MOU between the Parties shall be handled in a reasonable and respectful manner. The complaining Party shall reduce to writing its complaint and submit it to the other Party in accordance with the Notice provision above. The Parties will meet within five (5) business days of the date such complaint is received to discuss a joint resolution of the complaint.

E. Non-discrimination. Neither Party, nor its subcontractors, if any, shall, in the performance of this MOU, discriminate against any Potentially Eligible Person because of her or his race, religion, color, sex, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this MOU.

F. Applicable laws. This MOU shall be construed in accordance with the laws of the State of Indiana.

G. Amendments. The Parties also agree to enter into mutually acceptable modifications or amendments to this MOU as necessary to comply with applicable state and federal laws and regulations governing the activities conducted by either Party to support Collaborative

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Initiatives. Failure to obtain agreement on such a modification or amendment gives either Party the right to terminate this Agreement upon 30 days' written notice to the other Party.

H. Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this MOU that can operate independently of such stricken provisions shall continue in full force and effect.

I. Successors and Assigns. Each party binds itself and its partners, successors, executors, administrators and assigns to the other party of this MOU and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this MOU; except as otherwise provided herein, neither Party shall assign, sublet or transfer its interest in this MOU without the written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either Party.

J. Authority to Bind. Notwithstanding anything in this MOU to the contrary, the signatory for each Party represents that he/she has been duly authorized to execute agreements/MOUs on behalf of his/her respective Party and has obtained all necessary or applicable approval from any supervisory board or other governing body to make this MOU fully binding upon the Party when his/her signature is affixed and accepted by the other Party.

K. Advertising. Neither party shall publish, distribute, or use in any capacity, the other party's name (or the name of any division, affiliate or subsidiary), logo, trademark, service mark, or trade dress for any purpose, other than the Collaborative Initiatives, without the prior written approval of the other party.

By their signatures below, the Parties indicate their agreement and commitment to this MOU, effective as of the Effective Date.

WEST CENTRAL INDIANA ECONOMIC
DEVELOPMENT DISTRICT, INC.
D/B/A THRIVE WEST CENTRAL

MONTGOMERY COUNTY

By: _____

By: _____

Printed: Ryan J. Keller

Printed: John Frey

Title: CEO

Title: County Commissioner

Date: February 6, 2024

Date:

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CITY OF CRAWFORDSVILLE

By: _____

Printed: Todd Barton

Title: Mayor

Date:

Please email the signed copy to rkeller@thrivewestcentral.com for execution.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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ADDENDUM PROPOSAL

THRIVE WEST CENTRAL HOUSING RESOURCE HUB

Montgomery County and the City of Crawfordsville Housing Proposal

Discover a dynamic approach to housing growth with Thrive West Central Housing Resource Hub. As your 'Mobile Housing Department,' we're here to streamline housing development in your community and bring about real, meaningful transformation without breaking the bank and hiring your own team of housing experts that could cost over \$800,000 in staffing costs.

WHY CHOOSE THRIVE WEST CENTRAL?

We understand that housing development comes with a unique set of challenges. With Thrive West Central, you gain a trusted partner with proven expertise and a commitment to making your communities vibrant, thriving places to live.

OUR SERVICES

Thrive brings a team of housing professionals for less than the cost of a single staff member. For \$75,000 annually, we provide comprehensive services that include:

- **Housing Strategy Development and Implementation** – We develop local capacity to build an ecosystem that supports the long-term high-capacity housing production system.
- **High-Performance Development Team Assembly** – We handpick proven private developers experienced in managing complex financial deals.
- **Comprehensive Site Due Diligence** – Working closely with your financial advisors and legal team, we ensure a solid foundation for all developments.
- **Strategic Capital Stacking** – We utilize our extensive network of local banks, foundations, employers, and more to fill any identified development financing gaps with a blend of traditional and nontraditional financial tools.
- **Review and recommendations** – We review and recommend zoning, reporting, data collection, and planning activities to streamline housing development.

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LOCAL STAKEHOLDER INVOLVEMENT

At Thrive West Central, we believe in the power of community. We help assemble a steering committee from key local stakeholders to ensure your community's voice is represented in prioritizing sites for development.

OUR APPROACH

The Housing Resource Hub will utilize the H.O.M.E. (Housing Optimization through Market Empowerment) Method, which will be facilitated by Heather Presley-Cowen of Capital Stacker and provides an incredibly thoughtful and comprehensive framework for addressing the housing crisis that exists in many Indiana communities. Each step has been meticulously designed to ensure the success of the Housing Resource Hub and foster a sense of community involvement.

1. SETTING THE STAGE: UNDERSTANDING THE CURRENT CONDITIONS

The residential housing market potential analysis, due to be completed in early to mid-March, is designed to quantify our concerns regarding the lack of available housing stock, which is making housing in our communities less affordable. The Housing Resource Hub will use this data-driven approach to understand the types of housing to be constructed, aligned with the right price points and appropriate mix of tenure types to support, as well as the economic benefits that would come with housing improvements.

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The H.O.M.E. Method involves six steps that are implemented over a six to 12-month period, depending on the timing of the housing market potential analysis results and the availability and accessibility of catalyst sites. Communities that have used this methodology have identified it as key to their ability to turn their market potential into market realities. Here's a [short video](#) describing how the City of Wabash implements the Method.

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Even modest investments into housing, can be enough of a catalyst to get your ecosystem working. This system does require an investment from a community. You cannot fire an engine without a spark to ignite combustion. For a community the size of Montgomery County and the City of Crawfordsville, we recommend a minimum of \$1,000,000 collectively to earmark future housing developments. We have creative ways to help you find this money and invest in your community. This investment will produce one of your community's best ROIs. Below is a sample breakdown of how the funds could be allocated; however, each community is unique and will require a nuanced approach.

- 1) **Planning, Training, and Capacity Building (7%):** Review and recommend zoning, reporting, data collection, and planning activities to streamline housing development. Develop a

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pattern book. Train and educate elected officials, community stakeholders, and implement the H.O.M.E. Method effectively.

- 2) **Club 720 Launch and Operation (3%*)**: Costs associated with launching and maintaining the Club 720 platform, as well as creating the partner portal and mobile app and education and buyer assistance training for Club 720. Includes complimentary one-year memberships for participating local banks and nonprofit housing counselors.
- 3) **Site Selection and Pre-Development (20%)**: To acquire control of selected sites, assemble development teams, conduct feasibility studies, and cover other costs related to site preparation and planning.
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- 5) **Housing Strategy Development and Implementation (60%)**: To fund prioritized projects with professionally underwritten and confirmed development financing gaps from highly qualified development teams, along with metrics on the return on invested and estimated leverage of government funds. This also could include, depending on funding, programs to help the builder, rehabber, non-profit, and developer community (similar to Thrive's Homes for the Future Program), a county-wide steering committee, and programs connected to workforce development and redevelopment.
- 6) **Monitoring and Accountability (5%)**: To maintain oversight on all projects, ensure timely and within budget completion, and assess the impact of the local sources made available to Club 720 users.

4. THE PATH TO SUCCESS: FROM VISION TO ACTION

By following these Six Steps to Success, we'll ensure that our approach is not only structured but also flexible to adapt to our local context. Each step will be conducted transparently, with frequent check-ins and reports, so the steering committee feels connected to the process and confident about our progress.

STEP 1: BUILDING LEADERSHIP CAPACITY

Heather will guide the steering committee through the establishment process as the facilitator. We'll identify key community leaders and stakeholders who are passionate about improving housing in their communities. These individuals will form our team, providing oversight for the housing strategy. Together, we'll assess the existing capacity and create a tailored capacity-building plan to ensure everyone is ready to make impactful decisions. Regular check-ins and workshops will ensure ongoing capacity development and alignment with our overall goal.

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STEP 2: LAUNCHING CLUB 720

Our next step will be to engage traditional housing system partners. We'll introduce Club 720, a robust platform that connects housing delivery partners with residents and employees. The Partner Portal will simplify communication and collaboration between different entities. We'll also establish a county-wide down payment assistance program, providing much-needed support to our community members. Regular updates will be shared with the steering committee to ensure transparency and promptly address concerns.

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Our committee will collaboratively identify high-priority development areas within the county. Sites will be selected based on their proximity to downtowns, high labor shed areas, and other amenities. We'll aim for site control and initiate pre-development activities on these sites. Each process step will be documented and shared with the steering committee, ensuring everyone has visibility into the progress made.

STEP 4: COMMUNICATION PLAN DEVELOPMENT

Communication is crucial for our initiative. We'll create a robust communication plan that keeps all stakeholders informed. This plan will cover the housing symposium - a gathering where we'll share our housing market potential analysis findings and invite local builders and developers to share their housing development plans. The steering committee will have a say in the messaging and roll-out of these communications.

STEP 5: HOUSING STRATEGY CREATION

Next, we'll build a housing strategy with specific site addresses, confirmed development teams, and estimated leverage for the government funds to be invested. This strategy will be developed with the steering committee, ensuring that the local context and needs are kept front and center. Regular updates and draft reviews will ensure that the steering committee is on board with the strategy and feels confident about its direction.

STEP 6: MAINTAINING ACCOUNTABILITY

Finally, the steering committee will play a vital role in maintaining ongoing accountability. As projects are completed, the committee will help ensure that everything is on time and within budget. We'll also track the impact of local sources made available to Club 720 users, monitoring metrics like the number of mortgages received, net worth increased, and creditworthiness improved.

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The long-term benefits of this approach cannot be overstated. It's not just about housing—it's about improving the quality of life, attracting new residents and businesses, bolstering the economy, and creating thriving Clay County communities.

EXPERIENCE THE THRIVE WEST CENTRAL DIFFERENCE

Choose the Thrive West Central Housing Resource Hub and turn housing development challenges into community-enhancing successes. Has your community struggled to grow its population? Are you employers begging for more employees? Does your community struggle to have enough funding to cover everything that needs to be done? If so, you are not alone. Most communities in Indiana struggle with these issues. This is where Thrive West Central's approach to housing utilizing the H.O.M.E. method can help you. Connect with us today, and let's build thriving communities together.

OUR TEAM



Ryan Keller, CEO

Ryan Keller is the Chief Executive Officer at Thrive West Central, a nonprofit organization focusing on economic and community development, an Area Agency on Aging, rural transit, and local and regional housing solutions. Throughout his tenure at Thrive, Ryan has worked with his team to develop a multitude of new programs and services to further Thrive's mission, such as a \$12.8 million dollar housing program.

Ryan has a background in nonprofit organizational development, K-16 education, instructional design, marketing, entrepreneurship, strategic planning, and leadership development. He earned a master's degree in Leadership Development with a focus on nonprofit organizations from St. Mary-of-the-Woods College and a bachelor's degree from Purdue University in Plant Science and Agronomy.

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Heather Presley-Cowen has made remarkable strides in addressing the housing crisis by developing an innovative solution that harmonizes the diverse elements of local housing systems. Rather than following a "disruptive" approach, she has opted for a method that enhances and optimizes existing systems, bringing together various system partners like banks, lenders, builders, developers, realtors, local governments, and community leaders. This harmony-focused approach is a testament to the power of collaboration and the potential of integrated systems in producing sustainable solutions. Heather believes Housing is Economic Development and she designed and continues to deliver "Housing 101", a virtual course focused on new regionalism in housing, in collaboration with Ball State University's Indiana Communities Institute, Ball State's Economic Development Course and at housing conferences. She has also been a guest speaker for various economic development organizations and events.

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Julie Hart joined the Thrive West Central Team in 2023. She leads and supports public involvement, community engagement, and housing efforts. Her passion for community engagement and public involvement was fueled by her experience as an extension educator and an administrator. Julie's experience in managing multimillion-dollar budgets, twenty offices, and teams comprised of 50-plus members has allowed her to capitalize on the importance of project management, employee engagement, and financial accountability.

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THRIVE West Central Housing Resource Hub

Thursday, February 22, 2024 3:22 PM



THRIVE WEST CENTRAL HOUSING RESOURCE HUB

Montgomery County and the City of Crawfordsville Housing Proposal

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THRIVE

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Approve BFS Contract for Landfill Grading Improvements - Phase 2

Thursday, February 22, 2024 11:56 AM

Printout

Friday, February 23, 2024 8:37 AM

**AGREEMENT BETWEEN
OWNER AND ENGINEER**

THIS AGREEMENT is dated as of the _____ day of _____
in the year 2024, by and between

MONTGOMERY COUNTY BOARD OF COMMISSIONERS
110 West South Boulevard
Crawfordsville, Indiana 47933

CITY OF CRAWFORDSVILLE
300 East Pike Street
Crawfordsville, Indiana 47933

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

WITNESSETH

WHEREAS the **OWNER** requires professional engineering services in connection with the following described project:

Montgomery County Landfill Grading Improvements - Phase 2

WHEREAS, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

WHEREAS, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION I SERVICES BY ENGINEER

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

SECTION IV COMPENSATION

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

SECTION V MISCELLANEOUS PROVISIONS

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

SECTION VI GENERAL PROVISIONS

1. Work Office

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

8450 Westfield Blvd., Suite 300, Indianapolis, Indiana 46240

2. Employment

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

3. Subletting and Assignment

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

4. Use and Ownership

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER**

to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The **ENGINEER** shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The **ENGINEER** is not required to participate should the E-Verify program cease to exist. Additionally, the **ENGINEER** is not required to participate if the **ENGINEER** is self-employed and does not employ any employees.

The **ENGINEER** shall not knowingly employ or contract with an unauthorized alien. The **ENGINEER** shall not retain an employee or contract with a person that the **ENGINEER** subsequently learns is an unauthorized alien.

The **ENGINEER** shall require its subconsultant, who perform work under this Contract, to certify to the **ENGINEER** that the subconsultant does not knowingly employ or contract with an unauthorized alien and that the subconsultant has enrolled and is participating in the E-Verify program. The **ENGINEER** agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.

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

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this

Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

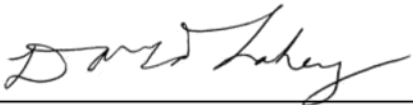
22. **Limitation of Liability**

To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on _____, 20 ____.

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.



David Lahey, President

OWNER:
MONTGOMERY COUNTY
BOARD OF COMMISSIONERS

By: _____
John Frey, Board President

Jim Fulwider, Board Vice-President

Dan Guard, Board Member

Attest: _____

Date: _____

OWNER:
CITY OF CRAWFORDSVILLE

By: _____
Todd D. Barton, Mayor

Attest: _____

Date: _____

APPENDIX "A"

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

The Montgomery County Board of Commissioners and the City of Crawfordsville (Owner) would like to continue improvements to its' closed landfill to address remaining low spots after the completion of the Phase 1 improvements that utilized the soil stockpile from the nearby Penguin Random House site.

For Phase 2, approximately 19,000 CYD's of additional fill material is expected to become available from the construction of a nearby subdivision that can be used to address remaining low spots that are causing water to pond on top of the existing landfill cap. The Owner would like design assistance to determine how much additional fill material will be required to fill low-lying areas and perpetuate drainage across the landfill cap. Plans and specifications will then be developed for the proposed earthwork improvements at the landfill to remedy these low-lying areas. Additionally, a planned haul route will be developed for the transport of fill material from the subdivision to the landfill. Finally, the project will be publicly bid under one contract for the hauling of fill material from the subdivision and the implementation of the proposed earthwork improvements at the landfill.

The Owner would also like to evaluate the cost to cap the entire landfill with an appropriate landfill cap material, place topsoil, and reseed. Additionally, the Owner would like recommendations on the best management practices to maintain the closed landfill into perpetuity. These recommendations along with the landfill cap cost evaluation will be presented to the Owner in a study report format.

Topographic survey shall be provided by Deckard Engineering and Surveying.

B. SCOPE OF WORK

The **ENGINEER** shall provide design and engineering services for the project described above. Tasks to be performed are as follows:

Administration

Assist in administering the project including: resolving technical issues, project management, coordination with sub-consultants and financial/legal coordination.

Survey Coordination with Sub-Consultant

Topographic and level survey shall be provided by others, however incorporation in BF&S design drawings will require coordination and manipulation of data for conformance with BF&S drafting standards.

Water Resources Design – Earthwork

Design and prepare final drawings for full or partial landfill grading improvements, final design calculations, and final equipment/material selection, for the proposed improvements for the benefit of the **OWNER**. Review and incorporate utility coordination and permitting feedback. Perform QA/QC on final design. Review with **OWNER** and have **OWNER** approve the final drawings.

Landfill BMP's and Final Cap – Study Report

Develop a study report with quantities, cost estimates, and figures to cap the entire landfill site, place topsoil and reseed. The study report will also include recommendations to the **Owner** on Best Management Practices to maintain the closed landfill in perpetuity.

Use of CAD Files

The design CAD Files are anticipated to be provided to the Contractor during the construction phase of the project for the sole and exclusive purpose of modeling the project for construction. The CAD Files are provided to the Contractor only as a matter of convenience, and OWNER or OWNER Consultant or other out-side party who created or generated the information shall not be held responsible for subsequent uses of the data by the Contractor, its agents, employees and/or subcontractors. Any such use by the Contractor, its employees, agents or subcontractors shall be at the Contractor's sole risk and full legal responsibility. By the Contractor's use of the CAD Files, the Contractor is not relieved of any duty, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate Contractor's work with that of others.

Initial Utility Coordination

The **ENGINEER** shall perform utility coordination which shall include the following:

1. Utility Coordination Project Management, project meetings, and monthly reports.
2. Review survey 811 tickets, complete design 811 ticket, and perform area research to determine utilities in the area of the project.
3. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
4. Follow-up with non-responders via email, phone, etc. to confirm Initial Notice responses and obtain easements if/where necessary.
5. Send out Conflict Analysis Letters to all utilities with plans and utility information to verify any conflicts with the proposed improvements for the project.

6. Prepare utility special provision for final submittals.

UC SCOPE EXCLUSIONS:

- Utility Coordination scope assumes no utility relocations will be required, including reimbursable utility relocations, and associated reimbursable utility agreements (URAs)
- Construction Phase Utility Coordination

STORMWATER PERMITTING

Provide technical criteria, written descriptions, and design data for **OWNER's** use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project and assist **OWNER** in consultations with appropriate authorities. The permits or approvals identified for this project are listed below and further define the scope of work:

- Indiana Construction Stormwater General Permit (CSGP)

Contract Documents

Prepare Contract Documents from standard EJCDC based documents and incorporate appropriate Municipality Standards requirements into the plans and specifications. If it is the intention of the **OWNER** to spread out construction over several years or otherwise complete the project in phases, repeat the scope of work for this phase each time as required by the **OWNER**.

Bidding Assistance

Assist the **OWNER** in making the Contract Documents available to Bidders, manage questions from the **OWNER** and Bidders, and issue Addenda as required. Review the Bids and make a recommendation as to the lowest, responsive, and responsible Bidder. If it is the intention of the **OWNER** to spread out construction over several years or otherwise complete the project in phases, repeat the scope of work for this phase each time as required by the **OWNER**.

Geotechnical Services

ENGINEER will cause soil boring(s) to be performed for the construction of the proposed works included in this agreement. The design shall take into consideration findings of the soils report. Information required to establish a basis of bid shall be included in the contract documents.

Construction Observation

ENGINEER will assist the **OWNER** following the Bid Recommendation, issue the Notice of Award, review Contracts, Performance Bonds, Payment Bonds, and Certificate of Insurance, issue the Notice to Proceed, attend the preconstruction conference, review shop drawings, and make recommendations as to changes in the work in progress.

Construction Inspection

ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist **ENGINEER** in observing progress and quality of the work. The RPR, assistants, and other field staff may provide full time representation to a lesser degree.

Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work. However,

ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with laws and regulations applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **ENGINEER** in the Agreement with the **OWNER** and in the Contract Documents, and are further limited and described as follows:

RPR is **ENGINEER's** agent at the Site, will act as directed by and under the supervision of **ENGINEER**, and will confer with **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with **ENGINEER** and Contractor, keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of **ENGINEER**.

The Resident Project Representative shall:

Review the progress schedule, schedule of Shop Drawing and sample submittals, and schedule of values prepared by Contractor and consult with **ENGINEER** concerning acceptability.

Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Serve as **ENGINEER's** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract Documents.

Assist **ENGINEER** in serving as **OWNER's** liaison with Contractor when Contractor's operations affect **OWNER's** on-site operations.

Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.

Report to **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by **ENGINEER**.

Record date of receipt of samples and approved Shop Drawings. Receive samples when furnished at the site by Contractor, and notify **ENGINEER** of availability of samples for examination.

Advise **ENGINEER** and contractor of the commencement of any portion of the work requiring a Shop Drawing or sample submittal for which RPR believes that the submittal has not been approved by **ENGINEER**.

Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to **ENGINEER**. Transmit to Contractor in writing decisions as issued by **ENGINEER**.

Conduct on-site observations of Contractor's work in progress to assist **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

Report to **ENGINEER** whenever RPR believes that any part of contractor's work in progress will not produce a completed project that conforms generally to the Contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **ENGINEER** of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Consult with **ENGINEER** in advance of scheduled major inspections, tests, and systems startups of important phases of the work.

Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate **OWNER's** personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to **ENGINEER** appropriate details relative to the test procedures and systems startups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to **ENGINEER**.

Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, work change directives, Addenda, additional drawings issued subsequent to the execution of the Contract, **ENGINEER's** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and sample submittals received from and delivered to Contractor, and other project related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **ENGINEER**.

Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. Maintain records for use in preparing the Project documentation.

Upon completion of the work, furnish original set of all RPR project documentation to **ENGINEER**.

Furnish to **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

Draft and recommend to **ENGINEER** proposed change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

Furnish to **ENGINEER** and **OWNER** copies of all inspection, test, and system startup reports.

Report immediately to **ENGINEER** the occurrence of any site accidents, and hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **ENGINEER** noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

During the course of the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract Documents, and have these documents delivered to **ENGINEER** for review and forwarding to **OWNER** prior to payment for that part of the work.

Before **ENGINEER** issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the work.

Participate in a final inspection in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.

Observe whether all items on final list have been completed or corrected and make recommendations to **ENGINEER** concerning acceptance and issuance of the Notice of Acceptability of the work.

Resident Project Representative shall not:

Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

Exceed limitations of **ENGINEER's** authority as set forth in the Agreement or the Contract Documents.

Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of **OWNER** or Contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by **ENGINEER**.

Accept Shop Drawing or sample submittals from anyone other than Contractor.

Authorize **OWNER** to occupy the Project in whole or in part.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.

APPENDIX “C”

SCHEDULE

- | | |
|--------------------------------------|--|
| 1. Final Design | 60 Days from Notice to Proceed of Phase |
| 2. Advertisement for Bids | 75 Days from Notice to Proceed of Phase |
| 3. Bid Opening | 90 Days from Notice to Proceed of Phase |
| 4. Landfill Cap/BMP's – Study Report | 120 Days from Notice to Proceed of Phase |

APPENDIX "D"

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item No. 2 below, the total fee not to exceed \$96,700.00, unless a modification of the Agreement is approved in writing by the **OWNER**. Payment to the **Engineer** will be split equally (50/50) between the Montgomery County Board of Commissioners (**OWNER**) and the City of Crawfordsville (**OWNER**).
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Administration	\$ 5,900.00
Survey Coordination with Sub-Consultant	\$ 2,300.00
Initial Utility Coordination	\$ 2,300.00
Stormwater Permitting	\$ 4,200.00
Water Resources Design – Earthwork	\$ 49,000.00
Landfill BMP's and Final Cap – Study Report	\$ 9,500.00
Use of CAD Files	\$ 1,000.00
Contract Documents	\$ 5,500.00/Phase
Bidding Assistance	\$ 5,700.00/Phase
Construction Observation	\$ 11,300.00

3. The **ENGINEER** will be paid for the following work under additional services or on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Construction Inspection	(to be determined)
Geotechnical Services	(to be determined)

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX “D-1”

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2024 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 305.00
E-IV	Engineer IV	\$ 230.00
E-III	Engineer III	\$ 200.00
E-II	Engineer II	\$ 160.00
E-I	Engineer I	\$ 120.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 250.00
FP-IV	Field Personnel IV	\$ 210.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 130.00
FP-I	Field Personnel I	\$ 105.00
EA-III	Engineer's Assistant III	\$ 200.00
EA-II	Engineer's Assistant II	\$ 170.00
EA-I	Engineer's Assistant I	\$ 120.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 150.00
C-I	Clerical I	\$ 95.00
P-III	Planner/Environmental Specialist III	\$ 160.00
P-II	Planner/Environmental Specialist II	\$ 125.00
P-I	Planner/Environmental Specialist I	\$ 115.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2024 and may be adjusted annually (beginning January 2025) to reflect changes in the compensation payable to the **ENGINEER**.

APPENDIX "E"

MISCELLANEOUS PROVISIONS

There are no miscellaneous provisions to the agreement.

Commissioners Certificate Sale Services Addendum to the SRI Tax Sale Services Agreement

Thursday, February 22, 2024 10:10 AM



8082 BASH STREET | INDIANAPOLIS, IN 46250
o 800.800.9588 f 317.842.5948

COMMISSIONERS CERTIFICATE SALE SERVICES ADDENDUM TO THE SRI TAX SALE SERVICES AGREEMENT

As part of, and in accordance with, the SRI Services Master Agreement (hereinafter “the agreement”) between SRI, Incorporated (hereinafter “SRI”), 8082 Bash St., Indianapolis Indiana 46250, and Montgomery County, Indiana by and through its Board of Commissioners (the “County”), 1580 Constitution Row, Crawfordsville, IN 47933. The County elects to obtain and upon acceptance hereof, SRI agrees to provide such services as herein defined in accordance with the terms of the agreement and this addendum.

1. Description of SRI Services

The Commissioners Certificate Sale services to be performed by SRI, or as subcontracted by SRI, are more specifically described as follows:

- a. From various reports, data and information to be provided by the County Auditor, County Treasurer, and County Commissioners, SRI agrees to:
 - i. Prepare a list of properties eligible for sale at Commissioner’s Sale (hereinafter the Certificate Sale List”);
 - ii. Prepare a plan of events and procedures required to carry out the sale pursuant to 6-1.1-24-6.1 *et seq.*
 - iii. Prepare all notices, publications, postings and other documents required to dispose of property pursuant to statute;
 - iv. Prepare all applicable forms and records prescribed or approved by State Board of Accounts;
 - v. Conduct the auction of properties in the format directed by the commissioners; and
 - vi. Place a listing of pertinent sale information and properties on the SRI website

2. Description of County Services



8082 BASH STREET | INDIANAPOLIS, IN 46250
o 800.800.9588 f 317.842.5948

The County, through the County Auditor, County treasurer, County Assessor and County Commissioners agree to:

- a. Provide all information as requested by SRI;
- b. Publish and post all notices, including those prepared by SRI, as required by statute;
- c. Adopt all resolutions as required;
- d. Provide all information, support and assistance as agreed; and
- e. Work with SRI to assure a timely and valid sale of those properties on the Certificate Sale List.

The County agrees to make all efforts to provide SRI with accurate and timely information and prosecute the sales of the properties on the Certificate Sale List to the fullest extent provided under Indiana law.

3. Fees and Expenses

In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to pay to SRI 15% of all amounts collected for all properties sold at the Commissioners' Certificate Sale. Additionally, the County shall pay any and all expenses associated with legal or display advertising in connection with the legal requirements of the sale. The County shall pay SRI monthly based on the submission by SRI of fully itemized claims based upon the services and fees set forth herein.

4. Termination

This Addendum may be terminated by either party upon thirty (30) days written notice to the other party at the addresses specified in the Agreement. In the event the Addendum is terminated by SRI, the County shall be entitled to all documents prepared by SRI and for which the County has paid the fees set forth in this Addendum.

5. Ownership

All software or other intellectual property developed by or for SRI or purchased by SRI and all computer equipment and accessories utilized to perform the services required of SRI under this Addendum shall remain the property of SRI and are not subject to unauthorized use or dissemination by the County.



8082 BASH STREET | INDIANAPOLIS, IN 46250
o 800.800.9588 f 317.842.5948

This Addendum is effective February 26, 2024.

ACCEPTED:

SRI, Incorporated

Montgomery County, Indiana
by and through its BOARD OF
COMMISSIONERS

By: _____
Zachary Hughes

By: _____
John E. Frey

Its: President

Its: Board President

Date: _____

Jim Fulwider, Vice President

Dan Guard, Member

Approve Pay App #4 - Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project)

Thursday, February 22, 2024 4:25 PM

Printout

Friday, February 23, 2024 2:37 PM

FIRST SUPPLEMENTAL TRUST INDENTURE

Between

MONTGOMERY COUNTY, INDIANA

and

REGIONS BANK
As Trustee

TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS OF 2022
(IAW/CSX PROJECT)

Dated as of December 1, 2022

4880-2663-6098.1

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, executed and dated as of the first day of December, 2022 ("First Supplemental Indenture"), supplementing the Trust Indenture dated as of April 1, 2022 ("Original Indenture"), by and between MONTGOMERY COUNTY, INDIANA ("Issuer" and "County"), a political subdivision duly organized and existing under the laws of the State of Indiana, and REGIONS BANK, an Alabama state-chartered banking corporation, with a corporate trust office in the City of Clayton, Missouri ("Trustee") (the Original Indenture as supplemented by this First Supplemental Trust Indenture and as further supplemented and amended from time to time is referred to as the "Indenture").

WITNESSETH:

WHEREAS, pursuant to the Original Indenture the Issuer authorized, sold and delivered \$7,735,000 of its Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project), dated April 19, 2022 to finance the costs of constructing or causing the construction of utility and rail infrastructure improvements, together with all necessary appurtenances, related improvements and equipment;

WHEREAS, the Original Indenture is being supplemented and amended pursuant to Sections 9.1(a) of the Original Indenture; and

The Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the bonds or any part thereof, as follows, that is to say:

(End of preamble)

SECTION 1. Section 4.3(b) of the Original Indenture is amended and restated as follows:

"(b) Moneys on deposit in the Construction Fund shall be paid out from time to time by the Trustee upon the order of the Issuer to pay costs of issuance of the Bonds, and to pay, or as reimbursement to the Contracting Parties or the Issuer for payment made, for the Costs of Construction, upon receipt by the Trustee of an invoice showing the Costs of Construction and to whom payment is owed and a Written Request in the form set forth on Exhibit B, signed by the ~~Authorized Representative of the Company and approved by the Issuer:~~"

SECTION 2. Exhibit B of the Original Indenture is hereby amended and restated as follows:

"EXHIBIT B

AFFIDAVIT OF CONSTRUCTION FUND
DISBURSEMENT REQUEST AND DEPOSIT

NO. 4

Regions Bank
Attention: Corporation Trust Department
8182 Maryland Avenue, 12th Floor
Clayton, MO 631054
Attention: Corporate Trust Department

Re: Montgomery County, Indiana
Taxable Economic Development Revenue Bonds of 2022 (IAW/CSX Project)

Ladies and Gentlemen:

This request for disbursement is submitted to you pursuant to Section 4.3(b) of the Trust Indenture dated as of April 1, 2022 ("Indenture") between Montgomery County, Indiana ("County") and Regions Bank ("Bond Trustee"). You are hereby requested to make the following disbursements in the aggregate amount of \$ 19,627.93 from the Construction Fund for the reimbursement and/or payment of Costs of Construction (as defined in the Indenture) incurred since the previous Written Request and in the individual amounts stated on Schedule 1 attached hereto.

We hereby certify the following as the Issuer under the Indenture:

(i) The costs of an aggregate amount set forth in this Written Request have been made or incurred and were necessary for the construction of the Project to be funded from bond proceeds. The costs were made or incurred in accordance with the contracts, plans, and specifications for the Project. The amount set forth in this Written Request is for allowable Costs of Construction or site development costs of the Project.

(ii) The amount paid or to be paid, as set forth in this Written Request, is reasonable and represents a part of the amount payable for the Costs of Construction or site development costs all in accordance with the cost budget. No payment was paid in advance of the time, if any, fixed for payment. All payments listed on Schedule 1 are made in accordance with the terms of contracts applicable thereto and in accordance with usual and customary practice under existing conditions.

(iii) No part of any cost listed in this Written Request was included in any Written Request previously filed with the Trustee.

(iv) The costs are appropriate for the expenditure of proceeds of the Bonds under the Act.

4880-2663-6098.1

(v) The attached Schedule 1 includes the amount requested since the previous Written Request and the total amount paid toward construction costs paid from bond proceeds to date.

The undersigned verifies that he has full and complete authority to execute this Affidavit and that all of the allegations contained herein are true.

MONTGOMERY COUNTY, INDIANA

By: _____
Print: Mindy Byers _____
Title: County Auditor

SCHEDULE 1

List of eligible costs toward land acquisition, site development costs and/or construction costs since the previous Written Request.

<u>Payee</u>	<u>Amount</u>
10-26-23 Lochmueller Group – Invoice #313220	\$ 238.55
11-30-23 Lochmueller Group – Invoice #313401	\$13,390.04
12-20-23 Lochmueller Group – Invoice #313601	\$ 4,415.24
1-31-24 Lochmueller Group – Invoice #313869	<u>\$ 1,584.10</u>
 TOTAL	 \$19,627.93

(Attach invoices for above)

TOTAL reimbursements or payments from bond proceeds **\$5,601,025.16**
(including present Written Request)

SECTION 3. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 4. The Indenture shall otherwise remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Montgomery County, Indiana, has caused these presents to be signed in its name and behalf by its Board of Commissioners and its corporate seal to be hereunto affixed and attested by its County Auditor, and to evidence its acceptance of the trusts hereby created, Regions Bank has caused these presents to be signed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

MONTGOMERY COUNTY, INDIANA

Board President
Commissioner John E. Frey

Board Vice President
Commissioner Jim Fulwider

Board Member
Commissioner Dan Guard

ATTEST:

Mindy Byers, County Auditor

SEAL

4880-2663-6098.1

REGIONS BANK, as Trustee

By: _____
(Written Signature)

(Printed Signature)



Montgomery County RDC
100 E. Main Street
Crawfordsville, IN 47933
UNITED STATES

Invoice : 313220
Invoice Date : 10/26/2023
Project : 121201700H
Project Name : Montgomery Cty-Corridor&Prgm
Mgmt

For Professional Services Rendered Through 9/30/2023

Contract : 1212017
Contract Name : Montgomery Cty-Corridor&Prgm
Mgmt

	Fee	% Complete	Billings		
			To Date	Previous	Current
1.2.1 - Initial Coordination Services	16,000.00	100.00	16,000.00	16,000.00	0.00
1.2.2 - Utility Coordination	19,600.00	100.00	19,600.00	19,600.00	0.00
1.4 - RW Engineering					
1.4.1 - Title Reports (5 Parcels \$400.00 each)	2,000.00	0.00	0.00	0.00	0.00
1.4.2 - RW Engineering (5 Parcels @ \$2,900.00 each)	14,500.00	0.00	0.00	0.00	0.00
1.4.3 - RW Staking (5 Parcels @ \$1,000.00 each)	5,000.00	0.00	0.00	0.00	0.00
1.4.4 - APA (5 Parcels @ \$225.00 each)	1,125.00	0.00	0.00	0.00	0.00
1.5 - Right of Way Services					
1.5.1 - R/W Services Management (2@1230ea)	2,460.00	100.00	2,460.00	2,460.00	0.00
1.5.4 - Appraising Value Finding (2 @1930ea)	3,860.00	100.00	3,860.00	3,860.00	0.00
1.5.7 - Review Value Finding (2 @ 970ea)	1,940.00	100.00	1,940.00	1,940.00	0.00
1.5.9 - Buying Total/Partial Acquisition (2 @ 2030/parcel)	4,060.00	100.00	4,060.00	4,060.00	0.00
1.5.2 - Appraisal Problem Analysis (2 @255 ea)	510.00	100.00	510.00	510.00	0.00
1.5.99 - Contingency	37,170.00	0.00	0.00	0.00	0.00
	Fee	Available	Billings		
			To Date	Previous	Current
2.0 - Corridor and Program					
2.1 - Comfort Drive	114,107.55	2,385.02	111,722.53	111,722.53	0.00
2.2 - Corridor Management	57,592.45	30,252.69	27,452.91	27,339.76	113.15
Rate Labor		113.15			
3.0 - Funding Source Services	57,900.00	11,464.03	46,561.37	46,435.97	125.40
Rate Labor		125.40			

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

Invoice: 313220

5.0 - Construction Phase Services	10,177.70	0.00	10,177.70	10,177.70	0.00
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Current Billings

Amount Due This Bill

238.55

238.55

Total Fee :

To Date Billings :

Total Remaining :

348,002.70

244,344.51

103,658.19

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt Invoice: 313220

PM01 - Corridor Management

Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
SENIOR PROJECT MANAGER I				
Ryan Pattenaude	9/29/2023	0.50	226.30	113.15
Total Rate Labor				113.15

3.0 - Funding Source Services

Rate Labor				
Class / Employee	Date	Hours	Rate	Amount
PROJECT ENGINEER III				
Heidi Thomas	8/3/2023	0.75	167.20	125.40
Total Rate Labor				125.40

Total Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt 238.55



Montgomery County RDC
100 E. Main Street
Crawfordsville, IN 47933
UNITED STATES

Invoice : 313401
Invoice Date : 11/30/2023
Project : 121201700H
Project Name : Montgomery Cty-Corridor&Prgm
Mgmnt

For Professional Services Rendered Through 10/31/2023

Contract : 1212017
Contract Name : Montgomery Cty-Corridor&Prgm
Mgmnt

	Fee	% Complete	Billings		
			To Date	Previous	Current
1.2.1 - Initial Coordination Services	16,000.00	100.00	16,000.00	16,000.00	0.00
1.2.2 - Utility Coordination	19,600.00	100.00	19,600.00	19,600.00	0.00
1.4 - RW Engineering					
1.4.1 - Title Reports (5 Parcels \$400.00 each)	2,000.00	0.00	0.00	0.00	0.00
1.4.2 - RW Engineering (5 Parcels @ \$2,900.00 each)	14,500.00	0.00	0.00	0.00	0.00
1.4.3 - RW Staking (5 Parcels @ \$1,000.00 each)	5,000.00	0.00	0.00	0.00	0.00
1.4.4 - APA (5 Parcels @\$225.00 each)	1,125.00	0.00	0.00	0.00	0.00
1.5 - Right of Way Services					
1.5.1 - R/W Services Management (2@1230ea)	2,460.00	100.00	2,460.00	2,460.00	0.00
1.5.4 - Appraising Value Finding (2 @1930ea)	3,860.00	100.00	3,860.00	3,860.00	0.00
1.5.7 - Review Value Finding (2 @ 970ea)	1,940.00	100.00	1,940.00	1,940.00	0.00
1.5.9 - Buying Total/Partial Acquisition (2 @ 2030/parcel)	4,060.00	100.00	4,060.00	4,060.00	0.00
1.5.2 - Appraisal Problem Analysis (2 @255 ea)	510.00	100.00	510.00	510.00	0.00
1.5.99 - Contingency	37,170.00	0.00	0.00	0.00	0.00
	Fee	Available	Billings		
			To Date	Previous	Current
2.0 - Corridor and Program					
2.1 - Comfort Drive	114,107.55	2,385.02	111,722.53	111,722.53	0.00
2.2 - Corridor Management	57,592.45	30,139.54	30,847.41	27,452.91	3,394.50
Rate Labor	3,394.50				
3.0 - Funding Source Services	57,900.00	11,338.63	56,556.91	46,561.37	9,995.54
Rate Labor	9,995.54				

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt **Invoice: 313401**

5.0 - Construction Phase Services	10,177.70	0.00	10,177.70	10,177.70	0.00
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Current Billings	<u>13,390.04</u>
Amount Due This Bill	<u><u>13,390.04</u></u>

Total Fee :	348,002.70
To Date Billings :	<u>257,734.55</u>
Total Remaining :	90,268.15

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

Invoice: 313401

PM01 - Corridor Management**Rate Labor**

Class / Employee

	Date	Hours	Rate	Amount
SENIOR PROJECT MANAGER I				
Ryan Pattenau	10/5/2023	4.00	226.30	905.20
	10/9/2023	5.00	226.30	1,131.50
	10/10/2023	1.00	226.30	226.30
	10/11/2023	1.00	226.30	226.30
	10/17/2023	1.00	226.30	226.30
	10/19/2023	2.00	226.30	452.60
	10/20/2023	1.00	226.30	226.30
Total Ryan Pattenau		15.00		3,394.50
Total SENIOR PROJECT MANAGER I		15.00		3,394.50
Total Rate Labor				3,394.50

Total Bill Task: PM01 - Corridor Management**3,394.50****3.0 - Funding Source Services****Rate Labor**

Class / Employee

	Date	Hours	Rate	Amount
SENIOR PROJECT MANAGER I				
Ryan Pattenau	10/23/2023	4.00	226.30	905.20
	10/24/2023	2.00	226.30	452.60
	10/25/2023	2.00	226.30	452.60
	10/26/2023	2.00	226.30	452.60
	10/27/2023	1.00	226.30	226.30
	10/28/2023	4.00	226.30	905.20
	10/30/2023	2.00	226.30	452.60
	10/31/2023	4.00	226.30	905.20
Total Ryan Pattenau		21.00		4,752.30
Total SENIOR PROJECT MANAGER I		21.00		4,752.30
SENIOR PROJECT MANAGER III				
Chris Schultz	10/23/2023	0.50	317.77	158.89
	10/26/2023	1.00	317.77	317.77
	10/27/2023	0.50	317.77	158.89
	10/30/2023	0.50	317.77	158.89
	10/31/2023	0.50	317.77	158.89
Total Chris Schultz		3.00		953.33
David Henkel	10/26/2023	2.00	317.77	635.54
	10/27/2023	1.00	317.77	317.77
	10/30/2023	1.00	317.77	317.77
Total David Henkel		4.00		1,271.08
Jessica Clark	10/23/2023	0.50	317.77	158.89
	10/26/2023	1.00	317.77	317.77
	10/30/2023	1.50	317.77	476.66
	10/31/2023	6.50	317.77	2,065.51
Total Jessica Clark		9.50		3,018.83
Total SENIOR PROJECT MANAGER III		16.50		5,243.24
Total Rate Labor				9,995.54

Total Bill Task: 3.0 - Funding Source Services**9,995.54**

Page: 1

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

Invoice: 313401

Total Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

13,390.04



Montgomery County RDC
100 E. Main Street
Crawfordsville, IN 47933
UNITED STATES

Invoice : 313601
Invoice Date : 12/20/2023
Project : 121201700H
Project Name : Montgomery Cty-Corridor&Prgrm
Mgmnt

For Professional Services Rendered Through 11/30/2023

Contract : 1212017
Contract Name : Montgomery Cty-Corridor&Prgrm
Mgmnt

	Fee	% Complete	Billings		
			To Date	Previous	Current
1.2.1 - Initial Coordination Services	16,000.00	100.00	16,000.00	16,000.00	0.00
1.2.2 - Utility Coordination	19,600.00	100.00	19,600.00	19,600.00	0.00
1.4 - RW Engineering					
1.4.1 - Title Reports (5 Parcels \$400.00 each)	2,000.00	0.00	0.00	0.00	0.00
1.4.2 - RW Engineering (5 Parcels @ \$2,900.00 each)	14,500.00	0.00	0.00	0.00	0.00
1.4.3 - RW Staking (5 Parcels @ \$1,000.00 each)	5,000.00	0.00	0.00	0.00	0.00
1.4.4 - APA (5 Parcels @\$225.00 each)	1,125.00	0.00	0.00	0.00	0.00
1.5 - Right of Way Services					
1.5.1 - R/W Services Management (2@1230ea)	2,460.00	100.00	2,460.00	2,460.00	0.00
1.5.4 - Appraising Value Finding (2 @1930ea)	3,860.00	100.00	3,860.00	3,860.00	0.00
1.5.7 - Review Value Finding (2 @ 970ea)	1,940.00	100.00	1,940.00	1,940.00	0.00
1.5.9 - Buying Total/Partial Acquisition (2 @ 2030/parcel)	4,060.00	100.00	4,060.00	4,060.00	0.00
1.5.2 - Appraisal Problem Analysis (2 @255 ea)	510.00	100.00	510.00	510.00	0.00
1.5.99 - Contingency	37,170.00	0.00	0.00	0.00	0.00
	Fee	Available	Billings		
			To Date	Previous	Current
2.0 - Corridor and Program					
2.1 - Comfort Drive	114,107.55	2,385.02	111,722.53	111,722.53	0.00
2.2 - Corridor Management	57,592.45	26,745.04	34,015.61	30,847.41	3,168.20
Rate Labor	3,168.20				
3.0 - Funding Source Services	57,900.00	1,343.09	57,803.95	56,556.91	1,247.04
Rate Labor	1,247.04				

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt **Invoice: 313601**

5.0 - Construction Phase Services	10,177.70	0.00	10,177.70	10,177.70	0.00
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Current Billings	<u>4,415.24</u>
Amount Due This Bill	<u><u>4,415.24</u></u>

Total Fee :	348,002.70
To Date Billings :	<u>262,149.79</u>
Total Remaining :	85,852.91

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

Invoice: 313601

PM01 - Corridor Management

Rate Labor

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
SENIOR PROJECT MANAGER I				
Ryan Pattenau	11/6/2023	2.00	226.30	452.60
	11/7/2023	2.00	226.30	452.60
	11/8/2023	4.00	226.30	905.20
	11/9/2023	2.00	226.30	452.60
	11/27/2023	2.00	226.30	452.60
	11/30/2023	2.00	226.30	452.60
Total Ryan Pattenau		14.00		3,168.20
Total SENIOR PROJECT MANAGER I		14.00		3,168.20
Total Rate Labor				3,168.20
Total Bill Task: PM01 - Corridor Management				3,168.20

3.0 - Funding Source Services

Rate Labor

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
SENIOR PROJECT MANAGER I				
Ryan Pattenau	11/16/2023	2.00	226.30	452.60
SENIOR PROJECT MANAGER III				
Chris Schultz	11/1/2023	0.50	317.77	158.89
	11/2/2023	0.50	317.77	158.89
Total Chris Schultz		1.00		317.78
Jessica Clark	11/1/2023	1.00	317.77	317.77
	11/20/2023	0.50	317.77	158.89
Total Jessica Clark		1.50		476.66
Total SENIOR PROJECT MANAGER III		2.50		794.44
Total Rate Labor				1,247.04
Total Bill Task: 3.0 - Funding Source Services				1,247.04

Total Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

4,415.24



Montgomery County RDC
100 E. Main Street
Crawfordsville, IN 47933
UNITED STATES

Invoice : 313869
Invoice Date : 1/31/2024
Project : 121201700H
Project Name : Montgomery Cty-Corridor&Prgrm
Mgmnt

For Professional Services Rendered Through 12/31/2023

Contract : 1212017
Contract Name : Montgomery Cty-Corridor&Prgrm
Mgmnt

	Fee	% Complete	Billings		
			To Date	Previous	Current
1.2.1 - Initial Coordination Services	16,000.00	100.00	16,000.00	16,000.00	0.00
1.2.2 - Utility Coordination	19,600.00	100.00	19,600.00	19,600.00	0.00
1.4 - RW Engineering					
1.4.1 - Title Reports (5 Parcels \$400.00 each)	2,000.00	0.00	0.00	0.00	0.00
1.4.2 - RW Engineering (5 Parcels @ \$2,900.00 each)	14,500.00	0.00	0.00	0.00	0.00
1.4.3 - RW Staking (5 Parcels @ \$1,000.00 each)	5,000.00	0.00	0.00	0.00	0.00
1.4.4 - APA (5 Parcels @\$225.00 each)	1,125.00	0.00	0.00	0.00	0.00
1.5 - Right of Way Services					
1.5.1 - R/W Services Management (2@1230ea)	2,460.00	100.00	2,460.00	2,460.00	0.00
1.5.4 - Appraising Value Finding (2 @1930ea)	3,860.00	100.00	3,860.00	3,860.00	0.00
1.5.7 - Review Value Finding (2 @ 970ea)	1,940.00	100.00	1,940.00	1,940.00	0.00
1.5.9 - Buying Total/Partial Acquisition (2 @ 2030/parcel)	4,060.00	100.00	4,060.00	4,060.00	0.00
1.5.2 - Appraisal Problem Analysis (2 @255 ea)	510.00	100.00	510.00	510.00	0.00
1.5.99 - Contingency	37,170.00	0.00	0.00	0.00	0.00
	Fee	Available	Billings		
			To Date	Previous	Current
2.0 - Corridor and Program					
2.1 - Comfort Drive	114,107.55	2,385.02	111,722.53	111,722.53	0.00
2.2 - Corridor Management	57,592.45	23,576.84	35,599.71	34,015.61	1,584.10
Rate Labor		1,584.10			
3.0 - Funding Source Services	57,900.00	96.05	57,803.95	57,803.95	0.00
5.0 - Construction Phase Services	10,177.70	0.00	10,177.70	10,177.70	0.00

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

Invoice: 313869

Current Billings	<u>1,584.10</u>
Amount Due This Bill	<u><u>1,584.10</u></u>

Total Fee :	348,002.70
To Date Billings :	<u>263,733.89</u>
Total Remaining :	84,268.81

Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

Invoice: 313869

PM01 - Corridor Management

Rate Labor

Class / Employee

	Date	Hours	Rate	Amount
SENIOR PROJECT MANAGER I				
Ryan Pattenau	12/4/2023	2.00	226.30	452.60
	12/5/2023	1.00	226.30	226.30
	12/6/2023	2.00	226.30	452.60
	12/8/2023	1.00	226.30	226.30
	12/20/2023	1.00	226.30	226.30
Total Ryan Pattenau		7.00		1,584.10
Total SENIOR PROJECT MANAGER I		7.00		1,584.10

Total Rate Labor

1,584.10

Total Bill Task: PM01 - Corridor Management

1,584.10

Total Project: 121201700H - Montgomery Cty-Corridor&Prgrm Mgmnt

1,584.10

CVC Appointment

Friday, February 23, 2024 11:19 AM

The CVC is comprised of 7 board members. The meetings are on the second Tuesdays @ 6pm and are held at the Government Center in the Commissioners Conference Room E104.

2024 Board Members:

*Commissioner Appointments

Councilman Jake Bohlander

Carter Wilson (New Appointment)

Commissioner John E. Frey

Isaac Hook

*Mayor Appointments

Mike Reidy

Paul Parry

Vacant

Final Reading Ordinance 2024-5: Re-Establishing the Cumulative Bridge Fund

Thursday, February 22, 2024 11:12 AM

Montgomery County Board of Commissioners

Ordinance 2024-5

An Ordinance Re-Establishing the Cumulative Bridge Fund

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

Whereas, the tax rate for 2024 for the Cumulative Bridge Fund is \$0.075 per \$100 of assessed valuation, and the maximum property tax rate for the Fund per Indiana Code §8-16-3 is \$0.10 per \$100 of assessed valuation; and

Whereas, the Commissioners provided to the affected taxpayers of Montgomery County notice of this proposed ordinance and of the public hearing, as required by Indiana Code §5-3-1, by publishing on February 14, 2024 and February 21, 2024 notice of the public hearing in the *Journal Review* and *The Paper of Montgomery County*, two newspapers of general circulation in Montgomery County, Indiana; and

Whereas, the Commissioners conducted a public hearing on the proposed ordinance on February 26, 2024 at which time no taxpayers testified

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

Whereas, the Commissioners introduced this ordinance on February 12, 2024; and

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

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

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

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

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

Section 2. Tax Rate. The County Board of Commissioners now levies a tax on all real and personal property in Montgomery County to provide funds to the Cumulative Bridge Fund. The property tax will not exceed \$0.075 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2024, due and payable in 2025.

Section 3. DLGF Approval. The County Board of Commissioners directs the County Auditor to submit, to the Indiana Department of Local Government Finance, all proofs of publication of the notices to taxpayers and the Commissioner's public hearing held on February 26, 2024 and a certified copy of this ordinance, as provided by Indiana Code § 6-1.1-41-4, as the County's proposal for re-establishing the Cumulative Bridge Fund and imposing a tax levy by the County to be approved by the Department of Local Government Finance. This proposal must be submitted to the Indiana Department of Local Government Finance before May 31, 2024, in accordance with Indiana Code § 6-1.1-41-4. This ordinance is subject to the approval of the Indiana Department of Local Government Finance.

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

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

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

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

Adopted this 26th day of February, 2024.

Montgomery County, Indiana
Board of Commissioners

Voting Yes:

Voting No:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Final Reading Ordinance 2024-6: Creating 2023 Election Security Local Grant Fund

Thursday, February 22, 2024 11:14 AM

Montgomery County Board of Commissioners

Ordinance 2024-6

AN ORDINANCE CREATING THE 2023 ELECTION SECURITY LOCAL GRANT FUND

Whereas, the Montgomery County Clerk has been approved by the Indiana Secretary of State to receive a grant in the amount of \$64,240 for the purchase of scanners with ballot boxes; barcode scanners; hardware and training as detailed in the grant agreement; and

Whereas, the use of funds from the grant award may be used by the Montgomery County Clerk consistent with the terms and conditions of the grant award and grant agreement; and

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the 2023 Election Security Local Grant Fund, should be created in order to receive the funds from the Indiana Secretary of State's Office and to provide a mechanism for appropriation and accounting for the funds used.

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

"§ 35.____2023 Election Security Local Grant Fund

- (A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the 2023 Election Security Grant Fund. The fund shall consist of monies received by the Secretary of State to improve the voting process and the outreach of our citizens.
- (B) *Use of Funds.* All money of the 2023 Election Security Grant Fund will be used consistent with the grant award to provide specifically the purchase of \$50,800-(8) Open Elect Freedom Vote Scanner (FVS) Units with Ballot Box; \$10,170-(3) Freedom Vote with Barcode Scanner (FVT) Units; \$1,695 (1) Hardware Acceptance and Training; and \$1,574 for shipping of equipment in a form and manner consistent with the award.
- (C) *Non-Reverting Fund.* This is a Non-Reverting Fund."

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

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

Adopted this ____ day of February 2024.

Montgomery County Board of Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Final Reading Ordinance 2024-7: Creating 2024 Well Water Testing Grant Fund

Thursday, February 22, 2024 11:14 AM

Montgomery County Board of Commissioners

Ordinance 2024-7

AN ORDINANCE CREATING THE 2024 WELL WATER TESTING GRANT FUND

Whereas, the Montgomery County Health Department has been approved by the Indiana State Department of Health to receive a grant in the amount of \$2,000 for expenses related to well water testing as detailed in the grant agreement; and

Whereas, the use of funds from the grant award may be used by the Montgomery County Health Department consistent with the terms and conditions of the grant award and grant agreement; and

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the 2023 Well Water Testing Grant Fund, should be created in order to receive the funds from the Indiana Department of Health and to provide a mechanism for appropriation and accounting for the funds used.

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

"§ 35.____2024 Well Water Testing Grant Fund

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the 2024 Well Water Testing Grant Fund. The fund shall consist of monies received by the Indiana State Department of Health for expenses related to well water testing.

(B) *Use of Funds.* All money of the 2024 Well Water Testing Grant Fund will be used consistent with the grant award to provide specifically for supplies related to well water testing of equipment in a form and manner consistent with the award.

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

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

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

Adopted this ____ day of February 2024.

Montgomery County Board of Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Final Reading Ordinance 2024-8: Amending Chapter 151: Flood Damage Prevention

Thursday, February 22, 2024 12:11 PM

Printout

Friday, February 23, 2024 11:18 AM

CHAPTER 151: FLOOD DAMAGE PREVENTION

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

- 151.01 Statutory Authorization
- 151.02 Findings of Fact
- 151.03 Statement of Purpose
- 151.04 Methods of Reducing Flood Loss

Definitions

151.05

General Provisions

- 151.06 Lands to Which This Ordinance Applies
- 151.07 Basis for Establishing the Areas of Special Flood Hazard
- 151.08 Establishment of Floodplain Development Permit
- 151.09 Compliance
- 151.10 Abrogation and Greater Restrictions
- 151.11. Discrepancy between Mapped Floodplain and Actual Ground Elevations
- 151.12 Interpretation
- 151.13 Warning and Disclaimer of Liability
- 151.14 Penalties for Violation

ADMINISTRATION

- 151.15 Designation of Administrator
- 151.16 Floodplain Development Permit and Certification Requirements
- 151.17 Duties and Responsibilities of the Administrator
- 151.18 Administrative Procedures
- 151.19 Map Maintenance Activities
- 151.20 Variance Procedures

PROVISIONS FOR FLOOD HAZARD REDUCTION

- 151.21 Floodplain Status Standards
 - 151.21.1 Standards for Identified Floodways
 - 151.21.2 Standards for Identified Fringe
 - 151.21.3 Standards for SFHAs without Established Base Flood Elevation and/or Floodways/Fringe
 - 151.21.4 Standards for SFHAs not Identified on a Map
- 151.22 General Standards
- 151.23 Specific Standards
 - 151.23.1 Building Protection Requirement
 - 151.23.2 Residential Construction (excluding manufactured homes)
 - 151.23.3 Non-Residential Construction
 - 151.23.4 Manufactured Homes and Recreational Vehicles
 - 151.23.5 Accessory Structures
 - 151.23.6 Pavilions, Gazebos, Decks, Carports, and Similar Development
 - 151.23.7 Above Ground Gas or Liquid Storage Tanks
- 151.24 Standards for Subdivision Proposals
- 151.25 Standards for Critical Facilities

LEGAL STATUS PROVISIONS

- 151.26 Severability

FLOOD DAMAGE PREVENTION

Statutory Authorization, Findings of Fact, Purpose, and Methods

§151.01 Statutory Authorization

The Indiana Legislature has in IC 36-1-4-11 granted the power to local government units to control land use within their jurisdictions. Therefore, the Board of Commissioners of Montgomery County does hereby adopt the following floodplain management regulations.

§151.02 Findings of Fact

The flood hazard areas of Montgomery County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted.

§151.03 Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight area;
- (7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions;

- (8) Minimize the impact of development on adjacent properties within and near flood prone areas;
- (9) Ensure that the flood storage and conveyance functions of the floodplain are maintained;
- (10) Minimize the impact of development on the natural, beneficial values of the floodplain;
- (11) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (12) Meet community participation requirements of the National Flood Insurance Program.

§151.04 Methods of Reducing Flood Loss

In order to accomplish its purposes, these regulations include methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water hazards, or which result in damaging increases in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, excavating, and other development which may increase flood damage; and,
- (5) Preventing or regulating the construction of flood barriers, which will unnaturally divert flood, waters or which may increase flood hazards in other areas.

§151.05 Definitions

Unless specifically defined below, words or phrases used in these regulations shall be interpreted so as to give them meaning they have in common usage and to give these regulations the most reasonable application.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other modification which may alter, impede, retard or change the direction and/or velocity of the flow of water during conditions of the base flood.

Accessory Structure means a structure with a floor area of 400 square feet or less that is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure; an accessory structure specifically excludes structures used for human habitation.

- (1) Accessory structures are considered walled and roofed where the structure includes at least two outside rigid walls and a fully secured roof.
- (2) Examples of accessory structures include but are not necessarily limited to two-car detached garages (or smaller), carports, storage and tool sheds, and small boathouses.

(3) The following may have uses that are incidental or accessory to the principal structure on a parcel but are generally not considered to be accessory structures by the NFIP:

- a. Structures in which any portion is used for human habitation, whether as a permanent residence or as temporary or seasonal living quarters, such as a detached garage or carriage house that includes an apartment or guest quarters, or a detached guest house on the same parcel as a principal residence;
- b. Structures used by the public, such as a place of employment or entertainment; and,
- c. Development that does not meet the NFIP definition of a structure for floodplain management purposes. Examples includes, but are not necessarily limited to, a gazebo, pavilion, picnic shelter, or carport that is open on all sides (roofed but not walled).

Addition (to an existing structure) means any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is new construction.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance, a request for a variance, or a challenge of a board decision.

Area of special flood hazard is the land within a community subject to a one (1) percent or greater chance of being flooded in any given year.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year. The base flood may also be referred to as the 1% annual chance flood or one hundred (100) year flood.

Base Flood Elevation (BFE) means the water surface elevation of the base flood in relation to a specified datum, usually the North American Vertical Datum of 1988.

Basement means that portion of a structure having its floor sub-grade (below ground level) on all sides.

Best Available Flood Layer (BAFL) means floodplain studies and any corresponding floodplain maps prepared and/or approved by the Indiana Department of Natural Resources which provide base flood elevation information, floodplain limits, and/or floodway delineations for flood hazards identified by approximate studies on the currently effective FIRM (Zone A) and/or for waterways where the flood hazard is not identified on available floodplain mapping.

Building – See "Structure."

Community means a political entity that has the authority to adopt and enforce floodplain ordinances for the areas within its jurisdiction.

Critical facility means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, and emergency response installations, and installations which produce, use or store hazardous materials or hazardous waste.

Development means, for floodplain management purposes, any man-made change to improved or unimproved real estate including but not limited to:

- (1) construction, reconstruction, or placement of a structure or any addition to a structure;
- (2) installing a manufactured home on a site, preparing a site for a manufactured home, or installing a recreational vehicle on a site for more than 180 days;
- (3) installing utilities, erection of walls and fences, construction of roads, or similar projects;
- (4) construction of flood control structures such as levees, dikes, dams, channel improvements, etc.;
- (5) mining, dredging, filling, grading, excavation, or drilling operations;
- (6) construction and/or reconstruction of boat lifts, docks, piers, and seawalls;
- (7) construction and/or reconstruction of, bridges or culverts;
- (8) storage of materials; or
- (9) any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include activities such as the maintenance of existing structures and facilities such as painting; re-roofing; resurfacing roads; or, gardening, plowing, and similar agricultural practices that do not involve filling, grading, excavation, or the construction of permanent structures.

Elevation Certificate means a FEMA form that is routinely reviewed and approved by the White House Office of Management and Budget under the Paperwork Reduction Act, that is encouraged to be used to collect certified elevation information.

Enclosed area (enclosure) is an area of a structure enclosed by walls on all sides.

Enclosure below the lowest floor. See "Lowest Floor" and "Enclosed Area."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the community's first floodplain ordinance.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Fill for floodplain management purposes, means any material deposited or placed which has the effect of raising the level of the ground surface above the natural grade elevation. Fill material includes but is not limited to consolidated material such as concrete and brick and unconsolidated material such as soil, sand, gravel, and stone.

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (3) Mudslides (i.e., mudflows) which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

Flood or flooding also includes the collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or current of water exceeding anticipated cyclical levels that result in a flood as defined above.

Flood hazard area means areas subject to the one percent annual chance flood. (See “Special Flood Hazard Area”)

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS) means the official hydraulic and hydrologic report provided by FEMA. The report contains flood profiles, as well as the FIRM and the water surface elevation of the base flood.

Flood prone area means any land area acknowledged by a community as being susceptible to inundation by water from any source. (See “Floodplain”)

Flood Protection Grade (FPG) is the BFE plus two (2) feet at any given location in the SFHA. (See “Freeboard”)

Floodplain or flood prone area means any land area susceptible to being inundated by water from any source. (See “Flood”)

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance), and other applications of police power which control development in flood-prone areas. The term describes such state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing (dry floodproofing) is a method of protecting a structure that ensures that the structure, together with attendant utilities and sanitary facilities, is watertight to the floodproofed design elevation with walls that are substantially impermeable to the passage of water. All structural components of these walls are capable of resisting hydrostatic and hydrodynamic flood forces, including the effects of buoyancy, and anticipated debris impact forces.

Floodproofing certificate is a form used to certify compliance for non-residential structures as an alternative to elevating structures to or above the FPG.

Floodway is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulative increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Fringe or Flood Fringe is the portion of the floodplain lying outside the floodway.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional hardship that would result from a failure to grant the requested variance. The Montgomery County Board of Zoning Appeals requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by (a) an approved state program as determined by the Secretary of Interior, or (b) directly by the Secretary of Interior in states without approved programs.

Hydrologic and hydraulic engineering analysis means analyses performed by a professional engineer licensed by the State of Indiana, in accordance with standard engineering practices that are accepted by the

Indiana Department of Natural Resources and FEMA, used to determine the base flood, other frequency floods, flood elevations, floodway information and boundaries, and flood profiles.

International Code Council-Evaluation Service (ICC-ES) Report means a document that presents the findings, conclusions, and recommendations from a particular evaluation. ICC-ES reports provide information about what code requirements or acceptance criteria were used to evaluate a product, and how the product should be identified, installed.

Letter of Final Determination (LFD) means a letter issued by FEMA during the mapping update process which establishes final elevations and provides the new flood map and flood study to the community. The LFD initiates the six-month adoption period. The community must adopt or amend its floodplain management regulations during this six-month period unless the community has previously incorporated an automatic adoption clause.

Letter of Map Change (LOMC) is a general term used to refer to the several types of revisions and amendments to FEMA maps that can be accomplished by letter. They are broken down into the following categories:

- (1) **Conditional Letter of Map Revision (CLOMR)** means FEMA's comment on a proposed project that would, upon construction, result in modification of the SFHA through the placement of fill outside the existing regulatory floodway.
- (2) **Conditional Letter of Map Revision Based on Fill (CLOMR-F)** means a letter from FEMA stating that a proposed structure that will be elevated by fill would not be inundated by the base flood.
- (3) **Letter of Map Amendment (LOMA)** means an amendment by letter to the currently effective FEMA map that establishes that a building or of land is not located in a SFHA through the submittal of property specific elevation data. A LOMA is only issued by FEMA.
- (4) **Letter of Map Amendment Out as Shown (LOMA-OAS)** means an official determination by FEMA that states the property or building is correctly shown outside the SFHA as shown on an effective NFIP map. Therefore, the mandatory flood insurance requirement does not apply. An out-as-shown determination does not require elevations.
- (5) **Letter of Map Revision (LOMR)** means an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.
- (6) **Letter of Map Revision Based on Fill (LOMR-F)** **Letter of Map Revision Based on Fill (LOMR-F)** means FEMA's modification of the SFHA shown on the FIRM based on the placement of fill outside the existing regulatory floodway.

Lowest adjacent grade means the lowest elevation, after completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest floor means, for floodplain management purposes, the lowest elevation described among the following:

- (1) The lowest floor of a building.
- (2) The basement floor.

- (3) The garage floor if the garage is connected to the building.
- (4) The first floor of a structure elevated on pilings or pillars.
- (5) The floor level of any enclosure, other than a basement, below an elevated structure where the walls of the enclosure provide any resistance to the flow of floodwaters. Designs for meeting the flood opening requirement must either be certified by a registered professional engineer or architect or meet or exceed the following criteria:
 - a. The walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of floodwaters.
 - b. At least two (2) openings are designed and maintained for the entry and exit of floodwater; and these openings provide a total net area of at least one (1) square inch for every one (1) square foot of enclosed area. The bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher. Doorways and windows do not qualify as openings.
- (6) The first floor of a building elevated on pilings or columns in a coastal high hazard area (as that term is defined in 44 CFR 59.1), as long as it meets the requirements of 44 CFR 60.3.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mitigation means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the cost of disaster response and recovery.

Natural grade for floodplain management purposes means the elevation of the undisturbed natural surface of the ground. Fill placed prior to the date of the initial identification of the flood hazard on a FEMA map is also considered natural grade.

New construction for floodplain management purposes means any structure for which the "start of construction" commenced on or after the effective date of a floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the community's first floodplain ordinance.

North American Vertical Datum of 1988 (NAVD 88) as adopted in 1993 is a vertical control datum used as a reference for establishing varying elevations within the floodplain.

Obstruction includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill,

structure, vegetation, or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-percent annual chance flood is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. See "Regulatory Flood".

Physical Map Revision (PMR) is an official republication of a community's FEMA map to effect changes to base (1-percent annual chance) flood elevations, floodplain boundary delineations, regulatory floodways, and planimetric features. These changes typically occur as a result of structural works or improvements, annexations resulting in additional flood hazard areas, or correction to base flood elevations or SFHAs.

Prefabricated Building is a building that is manufactured and constructed using prefabrication. It consists of factory-made components or units that are transported and assembled on-site to form the complete building.

Principally above ground means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

Recreational vehicle means a vehicle which is:

- (1) built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projections;
- (3) designed to be self-propelled or permanently towable by a light duty truck;
- (4) designed primarily not for use as a permanent dwelling, but as quarters for recreational camping, travel, or seasonal use.

Regulatory flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The regulatory flood elevation at any location is as defined in 151.07 of this ordinance. The "Regulatory Flood" is also known by the term "Base Flood", "One-Percent Annual Chance Flood", and "100-Year Flood".

Repetitive loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equaled or exceeded 25% of the market value of the structure before the damage occurred.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area (SFHA), synonymous with "areas of special flood hazard" and floodplain, means those lands within the jurisdiction of the county subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, as Zones A, AE, A99, or VE. The SFHA includes areas that are flood prone and designated from other federal, state or local sources of data including but not limited to best available flood layer maps provided by or approved by the Indiana Department of Natural Resources, historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

Solid waste disposal facility means any facility involved in the storage or disposal of non-liquid, non-soluble materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid waste also includes sewage sludge, agricultural refuse, demolition wastes, mining wastes, and liquids and gases stored in containers.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank, which is principally above ground. The term includes a manufactured home, as well as a prefabricated building. It also includes recreational vehicles installed on a site for more than 180 consecutive days.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "repetitive loss" or "substantial damage" regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of state or local health, sanitary, or safety code requirements.

Variance is a grant of relief from the requirements of this ordinance consistent with the variance conditions herein.

Violation means the failure of a structure or other development to be fully compliant with this ordinance.

Walled and roofed means a building that has two or more exterior rigid walls and a fully secured roof and is affixed to a permanent site.

Watercourse means a lake, river, creek, stream, wash, channel, or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

General Provisions

§151.06 Lands to Which This Ordinance Applies

This ordinance shall apply to all areas of special flood hazard (SFHAs) within the jurisdiction of Montgomery County, Indiana as identified in 151.07, including any additional areas of special flood hazard annexed by Montgomery County, Indiana.

§151.07 Basis for Establishing the Areas of Special Flood Hazard

- (1) The regulatory flood elevation, floodway, and fringe limits for the studied SFHAs within the jurisdiction of Montgomery County, delineated as an "AE Zone" on the Montgomery County, Indiana and Incorporated Areas Flood Insurance Rate Map dated February 2, 2012 shall be determined from the one-percent annual chance flood profiles in the Flood Insurance Study of Montgomery County, Indiana and Incorporated Areas and the corresponding Flood Insurance Rate Maps (FIRM) dated February 2, 2012 as well as any subsequent updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date. Should the floodway limits not be delineated on the Flood Insurance Rate Map for a studied SFHA designated as an "AE Zone", the limits of the floodway will be according to the best available flood layer as provided by the Indiana Department of Natural Resources.
- (2) The regulatory flood elevation, floodway, and fringe limits for each of the SFHAs within the jurisdiction of Montgomery County, delineated as an "A Zone" on the Montgomery County, Indiana and Incorporated Areas Flood Insurance Rate Map, dated February 2, 2012, as well as any subsequent updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date, shall be according to the best available flood layer provided by the Indiana Department of Natural Resources, provided the upstream drainage area from the subject site is greater than one square mile. Whenever a party disagrees with the best available flood layer data, the party needs to replace existing data with better data that meets current engineering standards. To be considered, this data must be submitted to the Indiana Department of Natural Resources for review and subsequently approved.
- (3) In the absence of a published FEMA map, or absence of identification on a FEMA map, the regulatory flood elevation, floodway, and fringe limits of any watercourse in the community's known flood prone areas shall be according to the best available flood layer as provided by the Indiana Department of Natural Resources, provided the upstream drainage area from the subject site is greater than one square mile.
- (4) Upon issuance of a Letter of Final Determination (LFD), any more restrictive data in the new (not yet effective) mapping/study shall be utilized for permitting and construction (development) purposes, replacing all previously effective less restrictive flood hazard data provided by FEMA.

§151.08 Establishment of Floodplain Development Permit

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities in areas of special flood hazard.

§151.09 Compliance

- (1) No structure shall hereafter be located, extended, converted, or structurally altered within the SFHA without full compliance with the terms of this ordinance and other applicable regulations.

- (2) Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the most conservative (highest) base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.
- (3) No land or stream within the SFHA shall hereafter be altered without full compliance with the terms of this ordinance and other applicable regulations.

§151.10 Abrogation and Greater Restrictions

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

§151.11 Discrepancy between Mapped Floodplain and Actual Ground Elevations

- (1) In cases where there is a discrepancy between the mapped floodplain (SFHA) with base flood elevations provided (riverine or lacustrine Zone AE) on the FIRM and the actual ground elevations, the elevation provided on the profiles or table of still water elevations shall govern.
- (2) If the elevation of the site in question is below the base flood elevation, that site shall be included in the SFHA and regulated accordingly.
- (3) If the natural grade elevation of the site in question is at or above the base flood elevation and a LOMA or LOMR-FW is obtained, the floodplain regulations will not be applied provided the LOMA or LOMR-FW is not subsequently superseded or invalidated.

§151.12 Interpretation

In the interpretation and application of this ordinance all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

§151.13 Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger

floods can and will occur on rare occasions. Therefore, this ordinance does not create any liability on the part of Montgomery County, the Indiana Department of Natural Resources, or the State of Indiana, for any flood damage that results from reliance on this ordinance, or any administrative decision made lawfully thereunder.

§151.14 Penalties for Violation

Failure to obtain a Floodplain Development Permit in the SFHA or failure to comply with the requirements of a Floodplain Development Permit or conditions of a variance shall be deemed to be a violation of this ordinance. All violations shall be considered a common nuisance and be treated as such in accordance with the provisions of the Zoning Code for Montgomery County. All violations shall be punishable by a fine not exceeding \$500.00.

- (1) A separate offense shall be deemed to occur for each day the violation continues to exist.
- (2) The Montgomery County Building Administration shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
- (3) Nothing herein shall prevent the county from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

Administration.

§151.15 Designation of Administrator

The Board of County Commissioners of Montgomery County hereby appoints the Building Administrator to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator.

§151.16 Floodplain Development Permit and Certification Requirements

An application for a floodplain development permit shall be made to the Floodplain Administrator for all development activities located wholly within, partially within, or in contact with an identified special flood hazard area. Such application shall be made by the owner of the property or his/her authorized agent, herein referred to as the applicant, prior to the actual commencement of such construction on a form furnished for that purpose. Such applications shall include, but not be limited to plans drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Application Stage.
 - a. A description of the proposed development;

- b. Location of the proposed development sufficient to accurately locate property and structure(s) in relation to existing roads and streams;
- c. A legal description of the property site;
- d. For the reconstruction, rehabilitation, or improvement of an existing structure, or an addition to an existing building, a detailed quote and description of the total work to be completed including but not limited to interior work, exterior work, and labor as well as a certified valuation of the existing (pre-improved or pre-damaged) structure;
- e. A site development plan showing existing and proposed development locations and existing and proposed land grades;
- f. A letter from a licensed professional surveyor or engineering noting that an elevation reference benchmark has been established or confirmed for those projects requiring elevations to be met.
- g. Verification that connection to either a public sewer system or to an approved on-site septic system is available and approved by the respective regulatory agency for proposed structures to be equipped with a restroom, kitchen or other facilities requiring disposal of wastewater.
- h. Plans showing elevation of the top of the planned lowest floor (including basement) of all proposed structures in Zones A, AE. Elevation should be in NAVD 88;
- i. Plans showing elevation (in NAVD 88) to which any non-residential structure will be flood-proofed;
- j. Plans showing location and specifications for flood openings for any proposed structure with enclosed areas below the flood protection grade;
- k. Plans showing materials to be used below the flood protection grade for any proposed structure are flood resistant;
- l. Plans showing how any proposed structure will be anchored to resist flotation or collapse;
- m. Plans showing how any electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities are designed and/or located. Elevation should be in NAVD 88;
- n. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. A hydrologic and hydraulic engineering analysis is required, and any watercourse changes submitted to DNR for approval. Once DNR approval is obtained, a FEMA Conditional Letter of Map Revision must be obtained prior to construction. (See 151.17 (8) AND 151.19 for additional information.)
- o. Any additional information, as requested by the Floodplain Administrator, which may be necessary to determine the disposition of a proposed development or structure with respect to the requirements of this ordinance.

(2) Construction Stage

- a. Upon establishment of the lowest floor of an elevated structure or structure constructed on fill, it shall be the duty of the applicant to submit to the Floodplain Administrator an elevation certificate for the building under construction. The Floodplain Administrator shall review the elevation certificate. Any deficiencies detected during the review shall be corrected by the applicant before work is allowed to continue. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

(3) Finished Construction.

- a. Upon completion of construction of any structure requiring certification of elevation, an elevation certificate which depicts the "as-built" lowest floor elevation and other applicable elevation data is required to be submitted by the applicant to the Floodplain Administrator. The elevation certificate shall be prepared by or under the direct supervision of a registered land surveyor and certified by the same.
- b. Upon completion of construction of an elevated structure constructed on fill, a fill report is required to be submitted to the Floodplain Administrator to verify the required standards were met, including compaction.
- c. Upon completion of construction of a floodproofing measure, a floodproofing certificate is required to be submitted by the applicant to the Floodplain Administrator. The floodproofing certificate shall be prepared by or under the direct supervision of a registered professional engineer or architect and certified by same.

§151.17 Duties and Responsibilities of the Floodplain Administrator

The Floodplain Administrator and/or designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

Duties and Responsibilities of the Floodplain Administrator shall include, but are not limited to:

- (1) Enforce the provisions of this ordinance.
- (2) Evaluate application for permits to develop in special flood hazard areas to assure that the permit requirements of this ordinance have been satisfied.
- (3) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- (4) Issue permits to develop in special flood hazard areas when the provisions of these regulations have been met or refuse to issue the same in the event of noncompliance.
- (5) Advise permittee that additional Federal, State and/or local permits may be required. If specific Federal, State and/or local permits are known, require that copies of such permits be provided and maintained on file with the floodplain development permit.

- (6) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas identified by FEMA, must meet the development standards of these regulations.
- (7) For applications to improve structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator shall:
 - a. Verify and document the market value of the pre-damaged or pre-improved structure;
 - b. Compare the cost to perform the improvement; or the cost to repair a damaged building to its pre-damaged condition; or, the combined costs of improvements and repair, if applicable, to the market value of the pre-damaged or pre-improved structure. The cost of all work must be included in the project costs, including work that might otherwise be considered routine maintenance. Items/activities that must be included in the cost shall be in keeping with guidance published by FEMA to ensure compliance with the NFIP and to avoid any conflict with future flood insurance claims of policyholders within the community;
 - c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement" for proposed work to repair damage caused by flood, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of substantial damage; and
 - d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the applicable general and specific standards in 151.21.1 through 151.25 of this ordinance are required.
- (8) Notify adjacent communities and the State Floodplain Coordinator prior to any alteration or relocation of a watercourse and submit copies of such notifications to FEMA.
- (9) Ensure that construction authorization has been granted by the Indiana Department of Natural Resources for all development projects subject to 151.21.1, 151.21.3 and 151.21.4 of this ordinance. Maintain a record of such authorization (either copy of actual permit/authorization or floodplain analysis/regulatory assessment).
- (10) Verify the upstream drainage area of any proposed development site near any watercourse not identified on a FEMA map to determine if 151.17 (9) is applicable.
- (11) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (12) Verify and record the actual elevation of the lowest floor (including basement) of all new or substantially improved structures, in accordance with 151.16.
- (13) Verify and record the actual elevation to which any new or substantially improved structures have been floodproofed in accordance with 151.16.
- (14) Make on-site inspections of projects in accordance with 151.18.

- (15) Coordinate with insurance adjusters prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either a substantially damaged structure or a repetitive loss structure) to ensure eligibility for ICC funds.
- (16) Ensure that an approved connection to a public sewer system or an approved on-site septic system is planned for any structures (residential or non-residential) to be equipped with a restroom, kitchen or other facilities requiring disposal of wastewater.
- (17) Provide information, testimony, or other evidence as needed during variance hearings.
- (18) Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with 151.18.
- (19) Maintain for public inspection and furnish upon request local permit documents, damaged structure inventories, substantial damage determinations, regulatory flood data, SFHA maps, Letters of Map Change (LOMC), copies of DNR permits, letters of authorization, and floodplain analysis and regulatory assessments (letters of recommendation), federal permit documents, and "as-built" elevation and floodproofing data for all buildings constructed subject to this ordinance in accordance with 151.18.
- (20) Coordinate map maintenance activities and associated FEMA follow-up in accordance with 151.19.
- (21) Utilize and enforce all Letters of Map Change (LOMC) or Physical Map Revisions (PMR) issued by FEMA for the currently effective SFHA maps of the community.
- (22) Request any additional information which may be necessary to determine the disposition of a proposed development or structure with respect to the requirements of this ordinance.

§151.18 Administrative Procedures

- (1) Inspections of Work in Progress. As the work pursuant to a permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and terms of the permit. In exercising this power, the administrator has a right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Stop Work Orders.
 - a. Upon notice from the floodplain administrator, work on any building, structure or premises that is being done contrary to the provisions of this ordinance shall immediately cease.
 - b. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.
- (3) Revocation of Permits.

- a. The floodplain administrator may revoke a permit or approval, issued under the provisions of the ordinance, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- b. The floodplain administrator may revoke a permit upon determination by the floodplain administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

(4) Floodplain Management Records.

- a. Regardless of any limitation on the period required for retention of public records, records of actions associated with the administration of this ordinance shall be kept on file and maintained under the direction of the Floodplain Administrator in perpetuity. These records include permit applications, plans, certifications, Flood Insurance Rate Maps; Letter of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations required by this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance.
- b. These records shall be available for public inspection at the Montgomery County Building Department located at 1580 Constitution Row, Crawfordsville, IN 47933.

- (5) Periodic Inspection. Once a project is completed, periodic inspections may be conducted by the Floodplain Administrator to ensure compliance. The Floodplain Administrator shall have a right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

§151.19 Map Maintenance Activities

To meet NFIP minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that Montgomery County's flood maps, studies and other data identified in 151.07 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

(1) Requirement to Submit New Technical Data

- a. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
 - i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;

- iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and Subdivision or large-scale development proposals requiring the establishment of base flood elevations.
 - b. It is the responsibility of the applicant to have required technical data for a Conditional Letter of Map Revision or Letter of Map Revision and submitted to FEMA. The Indiana Department of Natural Resources will review the submittals as part of a partnership with FEMA. The submittal should be mailed to the Indiana Department of Natural Resources at the address provided on the FEMA form (MT-2) or submitted through the online Letter of Map Change website. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
 - c. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for proposed floodway encroachments that increase the base flood elevation.
 - d. Floodplain development permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to this section.
- (2) Right to Submit New Technical Data
- The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the County Commissioner President of Montgomery County and may be submitted to FEMA at any time.
- (3) Annexation / Detachment
- Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of the Montgomery County have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the Montgomery County, Indiana and Incorporated Areas flood Insurance Rate Map accurately represent the Montgomery County boundaries, include within such notification a copy of a map of the Montgomery County suitable for reproduction, clearly showing the new corporate limits or the new area for which the Montgomery County has assumed or relinquished floodplain management regulatory authority.

§151.20 Variance Procedures

- (1) The Montgomery County Floodplain Commission (the board) as established by the Board of County Commissioners shall hear and decide appeals and requests for variances from requirements of this ordinance.
- (2) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Circuit Court of Montgomery County.
- (3) In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

- a. the danger to life and property due to flooding or erosion damage;
 - b. the danger that materials may be swept onto other lands to the injury of others;
 - c. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - d. the importance of the services provided by the proposed facility to the community;
 - e. the necessity to the facility of a waterfront location, where applicable;
 - f. the compatibility of the proposed use with existing and anticipated development;
 - g. the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - h. the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i. the expected height, velocity, duration, rate of rise, and sediment of transport of the floodwaters at the site; and,
 - j. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (4) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (5) Variances from the provisions of this ordinance shall only be granted when the board can make positive findings of fact based on evidence submitted at the hearing for the following:
- a. A showing of good and sufficient cause.
 - b. A determination that failure to grant the variance would result in exceptional hardship as defined in 151.05
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances.
- (6) No variance for a residential use within a floodway subject to 151.21.1, 151.21.3 (a) or 151.21.4 of this ordinance may be granted.
- (7) Any variance granted in a floodway subject to 151.21.1, 151.21.3 (a) or 151.21.4 will require a permit from the Indiana Department of Natural Resources. Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

- (8) Variances to the Provisions for Flood Hazard Reduction of 151.21.1 through 151.25 may be granted only when a new structure is to be located on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the flood protection grade.
- (9) Variances may be issued for the repair or rehabilitation of “historic structures” upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as an “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.
- (10) Variances may be issued for new construction, substantial improvements, and other development necessary for the conduct of a functionally dependent use.
- (11) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (12) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (13) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Flood Protection Grade and the elevation to which the lowest floor is to be built and stating that the cost of the flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (14) The Floodplain Administrator shall maintain the records of appeal actions and report any variances to the Federal Emergency Management Agency or the Indiana Department of Natural Resources upon request.

Provisions for Flood Hazard Reduction

§151.21 Floodplain Status Standards

(1) Floodways (Riverine)

Located within SFHAs, established in 151.07, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and has erosion potential. Under the provisions of the Flood Control Act (IC 14-28-1) a permit for construction in a floodway from the Indiana Department of Natural Resources is required prior to the issuance of a local building permit for any excavation, deposit, construction, or obstruction activity located in the floodway. This includes land preparation activities such as filling, grading, clearing, and paving undertaken before the actual start of construction of the structure. General licenses and exemptions to the requirements of the Flood Control Act (IC 14-28-1 and 312 IAC 10) may apply to qualified additions/improvements to existing lawful residential structures, rural bridges, logjam removals, wetland restoration, utility line crossings, outfall projects, creek rock removal, and prospecting.

- a. If the site is in a regulatory floodway as established in 151.07, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and speci-

fications, to the Indiana Department of Natural Resources and apply for approval for construction in a floodway, provided the activity does not qualify for a general license or exemption (IC 14-28-1 or 312 IAC 10).

- b. No action shall be taken by the Floodplain Administrator until approval has been granted by the Indiana Department of Natural Resources for construction in the floodway, or evidence provided by an applicant that the development meets specified criteria to qualify for a general license or exemption to the requirement of the Flood Control Act. The Floodplain Development Permit shall meet the provisions contained in this article.
- c. The Floodplain Development Permit cannot be less restrictive than an approval issued for construction in a floodway issued by the Indiana Department of Natural Resources, or the specified criteria used to qualify for a general license or exemption to the Flood Control Act for a specific site/project. However, a community's more restrictive regulations (if any) shall take precedence.
- d. In floodway areas identified on the FIRM, development shall cause no increase in flood levels during the occurrence of the base flood discharge without first obtaining a Conditional Letter of Map Revision and meeting requirements of 151.19 (1). A Conditional Letter of Map Revision cannot be issued for development that would cause an increase in flood levels affecting a structure and such development should not be permitted.
- e. In floodway areas identified by the Indiana Department of Natural Resources through detailed or approximate studies but not yet identified on the effective FIRM as floodway areas, the total cumulative effect of the proposed development, when combined with all other existing and anticipated development, shall not adversely affect the efficiency of, or unduly restrict the capacity of the floodway. This adverse effect is defined as an increase in the elevation of the regulatory flood of at least fifteen-hundredths (0.15) of a foot as determined by comparing the regulatory flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.
- f. For all projects involving channel modifications or fill (including levees) the county shall submit the data and request that the Federal Emergency Management Agency revise the regulatory flood data per mapping standard regulations found at 44 CFR § 65.12.

(2) Fringe (Riverine)

If the site is in the fringe (either identified on the FIRM or identified by the Indiana Department of Natural Resources through detailed or approximate studies and not identified on a FIRM), the Floodplain Administrator may issue the local Floodplain Development Permit provided the provisions contained in this article have been met.

(3) SFHAs without Established Base Flood Elevation and/or Floodways/Fringes (Riverine)

- a. Drainage area upstream of the site is greater than one square mile:

If the site is in an identified floodplain where the limits of the floodway and fringe have not yet been determined, and the drainage area upstream of the site is greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all

pertinent plans and specifications, to the Indiana Department of Natural Resources for review and comment.

No action shall be taken by the Floodplain Administrator until written approval from the Indiana Department of Natural Resources (approval for construction in a floodway, letter of authorization, or evidence of general license qualification) or a floodplain analysis/regulatory assessment citing the one-percent annual chance flood elevation and the recommended Flood Protection Grade has been received from the Indiana Department of Natural Resources.

Once the Floodplain Administrator has received the proper written approval, evidence of general license qualification, or floodplain analysis/regulatory assessment approving the proposed development from the Indiana Department of Natural Resources, a Floodplain Development Permit may be issued, provided the conditions of the Floodplain Development Permit are not less restrictive than the conditions received from the Indiana Department of Natural Resources and the provisions contained in this section have been met.

b. Drainage area upstream of the site is less than one square mile:

If the site is in an identified floodplain where the limits of the floodway and fringe have not yet been determined and the drainage area upstream of the site is less than one square mile, the Floodplain Administrator shall require the applicant to provide an engineering analysis showing the limits of the floodplain and one-percent annual chance flood elevation for the site.

Upon receipt, the Floodplain Administrator may issue the local Floodplain Development Permit, provided the provisions contained in this article have been met.

(4) SFHAs not Identified on a Map

- a. If a proposed development site is near a waterway with no SFHA identified on a map, the Floodplain Administrator shall verify the drainage area upstream of the site. If the drainage area upstream of the site is verified as being greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources for review and comment.
- b. No action shall be taken by the Floodplain Administrator until written approval from the Indiana Department of Natural Resources (approval for construction in a floodway, letter of authorization, or evidence of general license qualification) or a floodplain analysis/regulatory assessment citing the one-percent annual chance flood elevation and the recommended Flood Protection Grade has been received from the Indiana Department of Natural Resources.
- c. Once the Floodplain Administrator has received the proper written approval, evidence of general license qualification, or floodplain analysis/regulatory assessment approving the proposed development from the Indiana Department of Natural Resources, a Floodplain Development Permit may be issued, provided the conditions of the Floodplain Development Permit are not less restrictive than the conditions received from the Indiana Department of Natural Resources and the provisions contained in this article have been met.

§151.22 General Standards

In all areas of special flood hazard, the following provisions are required:

- (1) All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage below the FPG;
- (3) New construction and substantial improvements must incorporate methods and practices that minimize flood damage;
- (4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG for residential structures. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG or designed so as to prevent water from entering or accumulating within the components below the FPG for non-residential structures. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed service facilities may be located below the FPG;
- (5) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
- (8) Any alteration, repair, reconstruction, or improvements to a structure that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance;
- (9) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than the lesser of fifty (50) lots or five (5) acres;
- (10) Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.
- (11) Fill projects that do not involve a structure must be protected against erosion and scour during flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than 3’ horizontal to 1’ vertical.
- (12) Non-conversion agreements shall be required for all new or substantially improved elevated structures with an enclosure beneath the elevated floor, accessory structures, and open-sided shelters.

- (13) Construction of new solid waste disposal facilities, hazard waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in areas of special flood hazard; and
- (14) Whenever any portion of the SFHA is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the BFE shall be compensated for and balanced by an equivalent volume of excavation taken below the BFE. The excavation volume shall be at least equal to the volume of storage lost (replacement ratio of 1 to 1) due to the fill or structure.
 - a. The excavation shall take place in the same floodplain on the same property on which the authorized fill or structure is located, provided sufficient space exists. If sufficient space does not exist on the same property, the excavation shall take place in the same floodplain no further than 1000' from the site of the authorized fill or structure, provided authorization/permission has been granted by the owners of any property where the excavation is proposed.
 - b. Under certain circumstances, the excavation may be allowed to take place outside of but adjacent to the floodplain provided that the excavated volume will be below the regulatory flood elevation, will be in the same property in which the authorized fill or structure is located, will be accessible to the regulatory floodwater, will not be subject to ponding when not inundated by floodwater, and that it shall not be refilled.
 - c. The excavation shall provide for true storage of floodwater but shall not be subject to ponding when not inundated by floodwater.
 - d. The excavation shall be sufficiently stabilized and compacted to remain firm and resist erosion.
 - e. A restrictive covenant which states the approved compensatory cut area (excavation) shall not be altered without approval from the Floodplain Administrator shall be executed and recorded in the County Recorder's Office that runs with the property.
 - f. The fill or structure shall not obstruct a drainage way leading to the floodplain.
 - g. The grading around the excavation shall be such that the excavated area is accessible to the regulatory floodwater.
 - h. The fill or structure shall be of a material deemed stable enough to remain firm and in place during periods of flooding and shall include provisions to protect adjacent property owners against any increased runoff or drainage resulting from its placement. When a structure is placed on fill it shall follow additional requirements of 151.23.2 (d) and 151.23.3(d).
 - i. Plans depicting the areas to be excavated and filled shall be submitted prior to the actual start of construction or any site work; once site work is complete, but before the actual start of construction, the applicant shall provide to the Floodplain Administrator a certified survey of the excavation and fill sites demonstrating the fill and excavation comply with this article.

§151.23 Specific Standards

In all areas of special flood hazard where base flood elevation data or flood depths have been provided, as set forth in 151.07, the following provisions are required:

- (1) Building Protection Requirement. In addition to the general standards described in 151.22, structures to be located in the SFHA shall be protected from flood damage below the FPG. This building protection requirement applies to the following situations:

- a. Construction or placement of a residential structure;
- b. Construction or placement of a non-residential structure;
- c. Addition or improvement made to an existing structure where the cost of the addition or improvement equals or exceeds 50% of the value of the existing structure (excluding the value of the land). An addition and/or improvement project that is continuous in scope or time is considered as one project for permitting purposes;
- d. Reconstruction or repairs made to a damaged structure where the costs of restoring the structure to its before damaged condition equals or exceeds 50% of the market value of the structure (excluding the value of the land) before damage occurred (the costs of any proposed additions or improvements beyond restoring the damaged structure to its before damaged condition must be included in the cost);
- e. Installing a manufactured home on a new site or a new manufactured home on an existing site;
- f. Installing a travel trailer or recreational vehicle on a site for more than 180 days;
- g. Reconstruction or repairs made to a repetitive loss structure; and
- h. Addition or improvement made to any existing structure with a previous repair, addition or improvement constructed since the community's first floodplain ordinance.

(2) Residential Construction.

- a. New construction or substantial improvement of any residential structures shall meet provisions described in 151.21 and applicable general standards described in 151.22
- b. In **Zone A and Zone AE**, new construction or substantial improvement of any residential structure shall have the lowest floor; including basement, at or above the FPG. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of 151.23 (c). Should fill be used to elevate a structure, the standards of 151.23.2 (d) must be met.
- c. **Fully enclosed areas** formed by foundation and other exterior walls below the flood protection grade shall meet the following requirement:
 - i. Designed to preclude finished living space and designed to allow for the automatic entry and exit of floodwaters to equalize hydrostatic flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered flood openings must be designed and certified by a registered design professional (requires supporting engineering certification or make/model specific ICC-ES Report), or meet the following criteria for non-engineered flood openings:
 - A. Provide a minimum of two openings on different sides of an enclosure. If there are multiple enclosed areas, each is required to meet the requirements for enclosures, including the requirement for flood openings in exterior walls.

- B. The bottom of all openings shall be no more than one foot above the higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening;
 - C. If the floor of the enclosure is below the BFE, the openings must be located wholly below the BFE.
 - D. If the floor of the enclosure is at or above the BFE, but below the FPG, the openings must be located wholly below the FPG;
 - E. Doors and windows do not qualify as openings;
 - F. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;
 - G. Openings are to be not less than 3 inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.
- ii. The floor of such enclosed area must be at or above grade on at least one side.
- d. A residential structure may be constructed on fill in accordance with the following
 - i. Fill shall be placed in layers no greater than 1 foot deep before compacting to 95% of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file;
 - ii. Fill shall extend at least ten feet beyond the foundation of the structure before sloping below the BFE;
 - iii. Fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than 3' horizontal to 1' vertical;
 - iv. Fill shall not adversely affect the flow of surface drainage from or onto neighboring properties;
 - v. Fill shall be composed of clean granular or earthen material.
 - e. A residential structure may be constructed using a stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill) must be back-filled with compacted structural fill, concrete, or gravel that supports the floor slab. No flood openings are required for this type of construction.

(3) Non-Residential Construction.

- a. New construction or substantial improvement of any non-residential structures (excludes accessory structures) shall meet provisions described in 151.21.1 through 151.21.4 and applicable general standards described in 151.22.
- b. In Zone A and Zone AE, new construction, or substantial improvement of any commercial, industrial, or non-residential structure (excludes accessory structures) shall either have the lowest floor, including basement and, elevated to or above the FPG or be floodproofed to or above the FPG. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of 151.23.3 (c). Should fill be used to elevate a structure, the standards of 151.23.3 (d) must be met.
- c. Fully enclosed areas formed by foundation and other exterior walls below the flood protection grade shall meet the following requirement:
 - i. Designed to preclude finished living space and designed to allow for the automatic entry and exit of floodwaters to equalize hydrostatic flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered flood openings must be designed and certified by a registered design professional (requires supporting engineering certification or make/model specific ICC-ES Report), or meet the following criteria for non-engineered flood openings:
 - A. Provide a minimum of two openings on different sides of an enclosure. If more than one enclosed area is present, each must have openings on exterior walls (having a total net area of not less than one square inch for every one square foot of enclosed area);
 - B. The bottom of all openings shall be no more than one foot above the higher of the final interior grade (or floor) and the finished exterior grade immediately under each opening;
 - C. Doors and windows do not qualify as openings;
 - D. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;
 - E. Openings are to be not less than 3 inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.
 - ii. The floor of such enclosed area must be at or above grade on at least one side.
- d. A nonresidential structure may be constructed on fill in accordance with the following:
 - i. Shall be placed in layers no greater than 1 foot deep before compacting to 95% of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file;

- ii. Shall extend at least ten feet beyond the foundation of the structure before sloping below the BFE;
 - iii. Shall be protected against erosion and scour during flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than 3' horizontal to 1' vertical;
 - iv. Shall not adversely affect the flow of surface drainage from or onto neighboring properties;
 - v. Shall be composed of clean granular or earthen material.
- c. A nonresidential structure may be floodproofed in accordance with the following:
- i. A Registered Professional Engineer or Architect shall certify that the structure has been designed so that below the FPG, the structure and attendant utility facilities are watertight and capable of resisting the effects of the regulatory flood. The structure design shall take into account flood velocities, duration, rate of rise, hydrostatic pressures, and impacts from debris or ice. Such certification shall be provided to the Floodplain Administrator.
 - ii. Floodproofing measures shall be operable without human intervention and without an outside source of electricity.
- f. A nonresidential structure may be constructed using a stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation must be backfilled with compacted structural fill, concrete, or gravel that supports the floor slab. No flood openings are required for this type of construction.

(4) Manufactured Homes and Recreational Vehicles.

- a. These requirements apply to all manufactured homes to be placed on a site in the SFHA:
- i. The manufactured home shall be elevated on a permanent foundation such that the lowest floor shall be at or above the FPG and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - ii. Fully enclosed areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in 151.23.2 (c).
 - iii. Flexible skirting and rigid skirting not attached to the frame or foundation of a manufactured home are not required to have openings.
- b. Recreational vehicles placed on a site in the SFHA shall either:
- i. Be on site for less than 180 days and be fully licensed and ready for use on a public highway (defined as being on its wheels or jacking system, is attached to the site only by

quick disconnect type utilities and security devices, and has no permanently attached additions), or

- ii. Meet the requirements for “manufactured homes” as stated earlier in this section.

(5) Accessory Structures

Within SFHAs, new construction or placement of an accessory structure must meet the following standards:

- a. Shall have a floor area of 400 square feet or less;
- b. Use shall be limited to parking of vehicles and limited storage;
- c. Shall not be used for human habitation;
- d. Shall be constructed of flood resistant materials;
- e. Shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
- f. Shall be firmly anchored to prevent flotation;
- g. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the FPG;
- h. Shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in 151.23.3 (c) and,
- i. Shall not have subsequent additions or improvements that would preclude the structure from its continued designation as an accessory structure.

(6) Free-standing Pavilions, Gazebos, Decks, Carports, and Similar Development.

Within SFHAs, new construction or placement of free-standing pavilions, gazebos, decks, carports, and similar development must meet the following standards:

- a. Shall have open sides (having not more than one rigid wall);
- b. Shall be anchored to prevent flotation or lateral movement;
- c. Shall be constructed of flood resistant materials below the FPG;
- d. Any electrical, heating, plumbing and other service facilities shall be located at/above the FPG;
- e. Shall not have subsequent additions or improvements that would preclude the development from its continued designation as a free-standing pavilion, gazebo, carport, or similar open-sided development.

(7) Above Ground Gas or Liquid Storage Tanks.

Within SFHAs, all newly placed aboveground gas or liquid storage tanks shall meet the requirements for a non-residential structure as required in 151.23.3.

§151.24 Standards for Subdivision and Other New Developments

- (1) All subdivision proposals and all other proposed new development shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals and all other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals and all other proposed new development shall have adequate drainage provided to reduce exposure to flood hazards.
- (4) In all areas of special flood hazard where base flood elevation data area not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and all other proposed new development (including manufactured home parks and subdivisions), which is greater than the lesser of fifty (50) lots or five (5) acres, whichever is less.
- (5) All subdivision proposals shall minimize development in the SFHA and/or limit density of development permitted in the SFHA.
- (6) All subdivision proposals shall ensure safe access into/out of SFHA for pedestrians and vehicles (especially emergency responders).
- (7) Streets, blocks lots, parks and other public grounds shall be located and laid out in such a manner as to preserve and utilize natural streams and channels. Wherever possible the floodplains shall be included within parks or other public grounds.

§151.25 Standards for Critical Facilities

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the SFHA. Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated to or above the FPG at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the FPG shall be provided to all critical facilities to the extent possible.

Legal Status Provisions

§151.26 Severability.

If any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

(Ord. 1997-4, passed 4-15-97; Am. Ord. 2022-16, passed 5-9-22).

Introduction Ordinance 2024-9: Creating 2024 MPO READI Grant Fund

Thursday, February 22, 2024 11:46 AM

Montgomery County Board of Commissioners

Ordinance 2024-9

AN ORDINANCE CREATING THE 2024 MPO READI GRANT FUND

Whereas, Montgomery County has been approved by the Indianapolis Metropolitan Planning Organization (MPO) to receive a grant in the amount of \$2,033,333 for expenses related to the Montgomery County Purple Heart Parkway Extension Project; and

Whereas, the use of funds from the grant award may be used by the Montgomery County consistent with the terms and conditions of the grant; and

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the 2024 MPO READI Grant Fund, should be created in order to receive the funds from the Indianapolis Metropolitan Planning Organization and to provide a mechanism for appropriation and accounting for the funds used.

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

"§ 35.____2024 MPO READI Grant Fund

(A) Source of Funds. The Montgomery County Board of Commissioners hereby establishes the 2024 MPO READI Grant Fund. The fund shall consist of monies received by the Indianapolis Metropolitan Planning Organization (MPO) for expenses related to the Montgomery County Purple Heart Parkway Extension Project.

(B) Use of Funds. All money of the 2024 MPO READI Grant Fund will be used consistent with the grant award to provide specifically for expenses related to the Montgomery County Purple Heart Parkway Extension Project in a form and manner consistent with the award.

(C) Non-Reverting Fund. This is a Non-Reverting Fund."

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

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

Adopted this ____ day of _____ 2024.

Montgomery County Board of Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Resolution 2024-4: Statement on Water Resources

Thursday, February 22, 2024 12:02 PM



**Board of Commissioners
Resolution 2024-4**

Statement Regarding Water Resources

We recognize that water resources are a state regulated resource.

We encourage the state to seek local input and collaborate with local government regarding water use issues such as the LEAP Project as well as other projects.

We believe that projects with a large impact on water resources ought to be studied to ensure that there is minimal impact on existing businesses and residents. The study ought to be a transparent process in order for residents and businesses to have confidence in the process and the results of the study.

Adopted this 26th day of February, 2024.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

John Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, County Auditor