Agenda Memo

Friday, September 10, 2021 1:10 PM

AGENDA MEMO

MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY- SEPTEMBER 13, 2021
8 AM
Montgomery County Courthouse
100 E. Main Street - Room 103
Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

Consent Agenda

Approval of Claims: August 23, 2021 to September 13, 2021

Accounts Payable: $2,452,277.53	Payroll: $392,359.02

Approval of Meeting Minutes: August 23, 2021

Powell Settlement Agreement - ***Daniel Powell filed suit against St. Vincent & Montgomery H S A. The Settlement Agreement releases liability in exchange for the Settlement Amounts the parties promise.***

Enterprise Truck Lease Agreement - ***2022 Ford F-250 - Monthly lease payment $692.16***

Blu4 Strategies - EMA - ***Agreement will provide Montgomery County EMA exercise and planning consultation for Active Shooter Exercise Series. Fee $100 hourly rate for the remaining 267 hours.***

Public Hearing - Proposed Lease Courthouse Annex Building

Resolution 2021-15: Resolution Approving Lease for Courthouse Annex - ***After conducting the 2nd public hearing the resolution provides that the proposed Lease with the building corporation, provides for fair and reasonable rent for the Courthouse Annex Lease***

Courthouse Annex Lease - ***The leased real estate is approximately 40,000 square foot renovated building to be used as a new courthouse annex with approximately 40 offices, meeting rooms and associated amenities include required surface parking lot. Lease terms of 20 years, beginning on the date that the building is acquired and ready for use and occupancy, and ending on the day prior to such date 20 years later.***

New Business

Change Order #2: Bridge 79 - ***To remove and replace the existing concrete drive located at the Keefer residence - $10,012.***

Ordinances

Final Reading: Ordinance 2021-28 : Electronic Participation Policy - ***Title III, Chapter 31 -***

Section 31.04 provides if Board memberss cannot physically be present at a meeting, the members may participate by telephone or other electronic means under the following conditions and limitations until a Declaration of Emergency. If there is no emergency then members may participate electronically so long as at least a quorum of the elected members may participate.

Final Reading: Ordinance 2021-29: Establishing the 2021 Courthouse Annex Lease Fund - ***Ordinance creates a new fund into which the LIT (Local Income Tax) revenues will be deposited and from which the rent payments will be made. The lease is for a maximum of 20 years and will have a maximum annual rent of $440,000 with payments of rent beginning in July, 2022.***

Introduction: Ordinance 2021-30: Adopting a Supplemental Workplace Injury Leave - ***Ordinance would create section 36.37, Chapter 4 of the County Employee Handbook. Whether employees who are either injured during the course of their employment or become ill because of a work condition with a supplemental benefit which will allow such employees to receive their full compensation.***

Introduction: Ordinance 2021-31: Amending the County's Right-of-Way Policies - Adds ***Section 90.01 to the County Code for permits and establishes fees for permits. Work commenced without a permit to the section's emergency provisions, will result in the imposition of fines.***

Resolutions

Resolution 2021-16: Approving American Rescue Plan - ***United States Department of Treasury has allocated the sum of $7,446,707 to Montgomery County from the Coronavirus State and Local Fiscal Recovery Funds established by the American Rescue Plan Act of 2021. Montgomery County has received a portion of these funds to be used to eligible costs. Montgomery County is required to develop, adopt and implement a plan for the use of these funds which complies with the guidance from the Dept of Treasury. Water Infrastructure: $5,000,000 for the extension of water infrastructure to rural areas which are underserved in order to provide clean drinking water and other water services. This extension will be from existing water service infrastructure along Nucor Road, extending south on Nucor Road and west from Nucor Road along Comfort Drive; Replacement of Lost Public Sector Revenue: An amount up to $2,246,707 to replace lost public sector revenues which will be used to provide government services. Address Negative Economic Impacts: Amount of up to $200,000 to address negative economic impacts caused by public health emergency. Funds will be granted to small businesses, impacted industries, and not for profit organizations which suffered negative economic impacts caused by the COVID-19 crisis.***

Other Business

2021 October to December Meeting Schedule - ***Commissioner meeting dates are on the 2nd & 4th***
Mondays. The 1st meeting in October will be held on October 12th. The meeting dates for December are yet to be determined.

Adjournment

Agenda

Thursday, September 02, 2021 8:57 AM

AGENDA

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MONDAY- SEPTEMBER 13, 2021
8 AM
Montgomery County Courthouse
100 E. Main Street - Room 103
Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

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Consent Agenda

Approval of Claims: August 23, 2021 to September 13, 2021

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Approval of Meeting Minutes: August 23, 2021
Powell Settlement Agreement
Enterprise Truck Lease Agreement
Blu4 Strategies - EMA

Public Hearing - Proposed Lease Courthouse Annex Building

Resolution 2021-15: Resolution Approving Lease for Courthouse Annex
Courthouse Annex Lease

New Business

Change Order: Bridge 79

Ordinances

Final Reading: Ordinance 2021-28 : Electronic Participation Policy
Final Reading: Ordinance 2021-29: Establishing the 2021 Courthouse Annex Lease Fund
Introduction: Ordinance 2021-30: Adopting a Supplemental Workplace Injury Leave
Introduction: Ordinance 2021-31: Amending the County's Right-of-Way Policies

Resolutions

Resolution 2021-16: Approving American Rescue Plan

Other Business

2021 October to December Meeting Schedule

Adjournment

AP Claims

Thursday, September 02, 2021 9:01 AM

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
189012-190451	001	031819	Abby Morgan	1000	General	30001	0011	Cnty Coop Extension Svcs	91.20	MILEAGE
21577	001	031820	AIC	1176	Motor Vehicle Highway	33500	0529	County Highway	555.00	TRAINING
Wheel & Surtax	001	083021	Alamo Clerk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	171.72	July 2021
2021-09 LITCS	001	210903	Alamo Clerk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	182.08	CERTIFIED SHARES
2021-09 LITPS	001	210903	Alamo Clerk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	127.25	PUBLIC SAFETY
912384	001	031852	American Fam Life Assurance	5100	0300 Payroll Clearing	00018	0000	No Department	1868.52	August 2021
122118	001	031821	Arab	1000	General	30073	0313	Building Maintenance	60.00	AUG 2021
122137	001	031822	Arab	1176	Motor Vehicle Highway	30194	0529	County Highway	80.00	AUG 2021
105840-107001	001	031895	Ashley Adair	1000	General	30001	0011	Cnty Coop Extension Svcs	54.00	AUG 2021 MILEAGE
8013265301	001	031854	Asphalt Materials Inc	1169	Local Road And Street	30137	0529	County Highway	71152.58	BITUMINOUS
8013265648	001	031854	Asphalt Materials Inc	1169	Local Road And Street	30137	0529	County Highway	106.25	BITUMINOUS
8013265866	001	031854	Asphalt Materials Inc	1169	Local Road And Street	44235	0529	County Highway	48641.44	AE-150
8013266033	001	031854	Asphalt Materials Inc	1169	Local Road And Street	44235	0529	County Highway	19661.72	AE-150 & AE-90
765-918-9164	002	ACH	At & T Mobility	1000	General	30036	9655	Emergency Response	2.50	061121-08112021
287254950598X08242021	002	ACH	At & T Mobility	1224	Reassessment	32010	0008	County Assessor	282.87	MOBILE SERVICE
619X08012021	002	ACH	At & T Mobility	1000	General	30037	0068	County Commissioners	655.62	08182021
4033X8192021	002	ACH	At & T Mobility	1000	General	30037	0068	County Commissioners	4504.16	08112021
08192021	002	ACH	At & T Mobility	1170	LIT Public Safety-Cnty Share	30017	0005	County Sheriff	4817.11	AIRCARDS
765-401-0718	001	031896	At & T Mobility	1000	General	30036	9655	Emergency Response	26.99	061121-07082021
2609253927	001	031865	Auto Zone	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	34.18	WIPER BLADES
2609257544	001	031865	Auto Zone	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	60.18	WIPER BLADES
2021156	001	031823	Banning Engineering	2700	Drainage Maintenance	65100	0006	County Surveyor	2250.00	JOEL TOBIN
67395	001	031855	Beam Longest & Neff LLC	1135	Cumulative Bridge	60026	0529	County Highway	1288.00	BRIDGE 114
54 D01-2005-CC-000353	001	031847	Bleecker Brodey & Andrews	5100	0300 Payroll Clearing	00024	0000	No Department	388.24	DDClr-Garn Pct
08192021	001	031824	Brandon Alenduff	1170	LIT Public Safety-Cnty Share	21000	0005	County Sheriff	20.00	FUEL REIMBURSE
08312021	001	031897	Brock Russell	4911	Pretrial Diversion	33500	0009	Prosecuting Attorney	500.00	Tuition Cost
7640	001	031904	Brooke Supplies	1000	General	20001	0380	Jail	210.24	LAUNDRY BAGS
2021-09 LITCS	001	210904	Brown Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	2627.25	CERTIFIED SHARES
ar49344	001	082721	Cardinal Copier Solutions	1189	Recorder's Records Perpet	33010	0004	County Recorder	203.96	050721-08062021
10090-003	001	082722	CEL & P	1000	General	30035	0068	County Commissioners	45.95	AUG 2021
10090-002	001	082722	CEL & P	1000	General	30035	0068	County Commissioners	15921.29	AUG 2021
10001-001	001	082722	CEL & P	1000	General	30035	0068	County Commissioners	3783.56	AUG 2021
13197-001	001	082722	CEL & P	1000	General	30035	0068	County Commissioners	440.24	AUG 2021
17096-001	001	082722	CEL & P	1000	General	30035	0068	County Commissioners	689.73	AUG 2021
17096-002	001	082722	CEL & P	1000	General	30035	0068	County Commissioners	72.28	AUG 2021
26802-001	001	082722	CEL & P	1176	Motor Vehicle Highway	30035	0529	County Highway	615.15	AUG 2021
26802-002	001	082722	CEL & P	1176	Motor Vehicle Highway	30035	0529	County Highway	65.56	AUG 2021
268/02-003	001	082722	CEL & P	1176	Motor Vehicle Highway	30035	0529	County Highway	462.55	AUG 2021
02-600354165-5787406 5	001	031898	CenterPoint Energy	1000	General	30035	0068	County Commissioners	548.79	072121-08192021
02-600572804-5506129 5	001	031898	CenterPoint Energy	1000	General	30035	0068	County Commissioners	93.00	072121-08192021
02-600150909-5173209 4	001	031898	CenterPoint Energy	1000	General	30035	0068	County Commissioners	19.86	072121-08192021
02-600693458-5061955 9	001	031898	CenterPoint Energy	1000	General	30035	0068	County Commissioners	46.00	072121-08192021

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
02-600293589-5228671 3	001	031898	CenterPoint Energy	1176	Motor Vehicle Highway	30035	0529	County Highway	46.00	072121-08192021
07272021	001	031905	Central Customer Charges	1000	General	20004	0380	Jail	353.60	BREAD/MILK
08032021	001	031905	Central Customer Charges	1000	General	20004	0380	Jail	353.60	BREAD/MILK
08102021	001	031905	Central Customer Charges	1000	General	20004	0380	Jail	299.60	BREAD/MILK
08172021	001	031905	Central Customer Charges	1000	General	20004	0380	Jail	239.60	BREAD/MILK
2120869	001	031856	Ceres Solutions Cooperative	1173	MVH Restricted Fund	23002	0529	County Highway	222.60	AW 68 5 GAL
550	001	031906	Ceres Solutions Cooperative	1000	General	21000	0313	Building Maintenance	87.92	JULY 2021 FUEL
537853	001	031906	Ceres Solutions Cooperative	1000	General	21000	0313	Building Maintenance	32.47	JULY 2021 FUEL
4092306676	001	091321	Cintas Corporation Loc #366	1176	Motor Vehicle Highway	13002	0529	County Highway	210.57	UNIFORM
4092978292	001	091321	Cintas Corporation Loc #366	1176	Motor Vehicle Highway	13002	0529	County Highway	271.74	UNIFORM
4089006053	001	091321	Cintas Corporation Loc #366	1176	Motor Vehicle Highway	20001	0529	County Highway	92.40	ULTRA CLEAN
4093614710	001	091321	Cintas Corporation Loc #366	1176	Motor Vehicle Highway	13002	0529	County Highway	279.34	UNIFORMS
2021-09 LITCS	001	210905	Clark Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1141.50	CERTIFIED SHARES
2021-09 LITCS	001	031911	Coal Creek Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	2206.00	CERTIFIED SHARES
7234172-0813005	001	031850	Colonial Life Insurance Co	5100	0300 Payroll Clearing	00019	0000	No Department	504.72	AUG 2021
8529 20 078 0169950	001	031825	Comcast	1000	General	30035	0068	County Commissioners	129.64	082121-09202021
3276579	001	031826	Constellation New Energy Gas D	1000	General	30035	0068	County Commissioners	338.82	AUG 2021
3276578	001	031826	Constellation New Energy Gas D	1000	General	30035	0068	County Commissioners	2050.33	AUG 2021
3276575	001	031826	Constellation New Energy Gas D	1000	General	30035	0068	County Commissioners	23.28	AUG 2021
3276577	001	031826	Constellation New Energy Gas D	1000	General	30035	0068	County Commissioners	40.74	AUG 2021
081021 MCH	001	031857	Coons Trim Company	1176	Motor Vehicle Highway	23572	0529	County Highway	97.50	SHIRTS
Wheel & Surtax	001	083022	Crawfordsville Clk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	13432.26	July 2021
2021-09 LITCS	001	210906	Crawfordsville Clk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	255887.25	CERTIFIED SHARES
2021-09 LITPS	001	210906	Crawfordsville Clk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	178882.67	PUBLIC SAFETY
	001	030217	Crawfordsville Paper	8902	COVID-19 ICJI CEFS 16.034	42019	0000	No Department	-5860.72	wrong acct
	001	030217	Crawfordsville Paper	8902	COVID-19 ICJI CEFS 16.034	22019	0000	No Department	5860.72	supplies
94284	001	031907	Crawfordsville Paper	1000	General	21850	0313	Building Maintenance	35.40	BOWL CLEANER
94260	001	031907	Crawfordsville Paper	1000	General	21850	0313	Building Maintenance	157.07	MISC SUPPLIES
93688	001	031908	Crawfordsville Paper	1000	General	20001	0380	Jail	14.83	MOP HANDLE
94251	001	031908	Crawfordsville Paper	1000	General	20001	0380	Jail	2131.71	MISC SUPPLIES
94304	001	031908	Crawfordsville Paper	1000	General	20001	0380	Jail	148.40	HANDSOAP
94314	001	031908	Crawfordsville Paper	1000	General	20001	0380	Jail	79.38	TOWEL DISPENSER
2021-09 LITCS	001	210907	Crawfordsville Public Library	7330	LIT Local Income Tax	50000	0002	County Auditor	55871.50	CERTIFIED SHARES
Wheel & Surtax	001	083023	Darlington Clerk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	799.35	July 2021
2021-09 LITCS	001	210908	Darlington Clerk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	3780.42	CERTIFIED SHARES
2021-09 LITPS	001	210908	Darlington Clerk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	2642.83	PUBLIC SAFETY
2021-09 LITCS	001	031912	Darlington Public Library	7330	LIT Local Income Tax	50000	0002	County Auditor	2050.92	CERTIFIED SHARES
08032021	001	031909	David B Kilgore	1000	General	30022	0068	County Commissioners	100.00	JAMES KILGORE
J290	001	031866	Etter Ford-Mercury	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	344.75	OIL CHANGE/BRAKE
J123	001	031867	Etter Ford-Mercury	1170	LIT Public Safety-Cnty Share	44523	0005	County Sheriff	24075.00	TRANSPORT VAN
08242021c	001	031910	Everon LLC	1000	General	33500	0379	Security Center	2303.00	TRAINING
08242021c	001	031910	Everon LLC	1000	General	33500	0380	Jail	1597.00	TRAINING

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
1454	001	031868	Foster Farm Drainage	2700	Drainage Maintenance	65201	0006	County Surveyor	820.00	OSCAR SOMMER
1455	001	031868	Foster Farm Drainage	2700	Drainage Maintenance	65115	0006	County Surveyor	465.90	JAMES WILSON
1456	001	031868	Foster Farm Drainage	2700	Drainage Maintenance	65025	0006	County Surveyor	6239.09	JOHN GALEY
1458	001	031868	Foster Farm Drainage	2600	Drain Construction/Reconst	65115	0006	County Surveyor	124.57	JAMES WILSON
1458	001	031868	Foster Farm Drainage	2700	Drainage Maintenance	65115	0006	County Surveyor	1045.23	JAMES WILSON
1459	001	031868	Foster Farm Drainage	2700	Drainage Maintenance	65056	0006	County Surveyor	544.58	L McCLAMROCH
07132021	001	031869	Franciscan Health	2100	Supplemental Adult Prob Svcs	33500	0235	Probation	102.00	CPR & FIRST AID
07142021	001	031869	Franciscan Health	2100	Supplemental Adult Prob Svcs	33500	0235	Probation	102.00	CPR & FIRST AID
2021-09 LITCS	001	210909	Franklin Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1294.08	CERTIFIED SHARES
48606	001	031818	Globle Life Attn: LN Worksite	5100	0300 Payroll Clearing	00026	0000	No Department	2866.76	SEPT 2021
212093321	001	031911	Gordon Food Service	1000	General	20004	0380	Jail	4334.38	MEALS
212268656	001	031911	Gordon Food Service	1000	General	20004	0380	Jail	4631.00	MEALS
GREAT WEST	002	ACH	Great-West Trust Company,Llc	5100	0300 Payroll Clearing	00015	0002	County Auditor	1828.77	WE 08272021
115322	001	031912	Haley's Lock Safe & Key	1000	General	21850	0313	Building Maintenance	143.88	COMB CHAMBER
08232021	001	031827	Henry Carrell	1000	General	24202	0380	Jail	3.34	CHAIN LINK
20554	001	031913	Hobson Electric Inc.	1000	General	30500	0380	Jail	96.00	LIGHT REPAIR
529864	001	090321	Huntington Public Capital Corp	1138	Cumulative Capital Development	30071	0068	County Commissioners	10432.33	SEPT 2021
SI-909868	001	031914	ICC Business Products	1000	General	24201	0009	Prosecuting Attorney	60.25	MISC SUPPLIES
SI-910189	001	031914	ICC Business Products	1000	General	24201	0009	Prosecuting Attorney	49.29	STAMPS
One-half contribution INAW	001	031828	Indiana American Water	1138	Cumulative Capital Development	30069	0068	County Commissioners	150000.00	Distribution Ctr
One-half Contribution to INAW	001	031828	Indiana American Water	1186	Rainy Day	30069	0068	County Commissioners	150000.00	Distribution Ctr
1010-210005739339	001	031829	Indiana American Water Co.	1000	General	30035	0068	County Commissioners	46.56	071621-08182021
1010-210006232619	001	031899	Indiana American Water Co.	1000	General	30035	0068	County Commissioners	87.80	072221-08202021
1010-210007045559	001	031899	Indiana American Water Co.	1000	General	30035	0068	County Commissioners	59.08	072221-08202021
1010-210006105236	001	031899	Indiana American Water Co.	1000	General	30035	0068	County Commissioners	208.33	072221-08202021
M03123298	001	031915	Indiana Correctional	1000	General	20001	0380	Jail	228.00	TABLETS
M03123280	001	031915	Indiana Correctional	1000	General	20001	0380	Jail	76.00	TABLETS
ICAA2021	001	031900	Indiana County Auditor's Assoc	1217	Cnty Elected Officials Train	30064	0000	No Department	400.00	FALL CONFERENCE
0-003-908-913	002	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	39031.51	AUGUST 2021
	002	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	-39031.51	reverse pre-run
	002	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	7731.27	DDClr-COUNTY TAX
	002	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	11232.22	DDClr-STATE TAX
	002	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	8195.88	DDClr-COUNTY TAX
	002	ACH	Indiana Dept Of Revenue	5100	0300 Payroll Clearing	00014	0000	No Department	11872.14	DDClr-STATE TAX
14678058	001	031830	Indiana Paging Network	1000	General	30036	0068	County Commissioners	24.06	SEPT 2021
	001	ACH	Indiana State Collection Unit	5100	0300 Payroll Clearing	00022	0000	No Department	638.00	DDClr-CHILD SUP
	001	ACH	Internal Revenue Service	5100	0300 Payroll Clearing	00012	0000	No Department	34108.72	DDClr-FED TAX
	001	ACH	Internal Revenue Service	1000	General	12000	0068	County Commissioners	3889.64	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	1159	Health	12000	0610	Health Dept	159.08	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	1176	Motor Vehicle Highway	12000	0529	County Highway	956.47	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	1189	Recorder's Records Perpet	12000	0004	County Recorder	6.52	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	1222	Statewide 911	12005	0303	Communications Dept (Rad	167.26	DDClr-FICA-MED

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
	001	ACH	Internal Revenue Service	8109	Community Vaccine Grant 93.268	12000	0610	Health Dept	20.02	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	9131	JCAP 2020-01 Grant (Women's)	12000	0005	County Sheriff	15.74	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	4900	Central Comms Center	12001	0303	Communications Dept (Rad	9.99	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	4900	Central Comms Center	12005	0303	Communications Dept (Rad	163.26	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	5100	0300 Payroll Clearing	00010	0000	No Department	5387.98	DDClr-FICA-MED
	001	ACH	Internal Revenue Service	1000	General	12000	0068	County Commissioners	16631.57	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	1159	Health	12000	0610	Health Dept	680.19	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	1176	Motor Vehicle Highway	12000	0529	County Highway	4089.80	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	1189	Recorder's Records Perpet	12000	0004	County Recorder	27.90	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	1222	Statewide 911	12005	0303	Communications Dept (Rad	715.15	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	8109	Community Vaccine Grant 93.268	12000	0610	Health Dept	85.59	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	9131	JCAP 2020-01 Grant (Women's)	12000	0005	County Sheriff	67.31	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	4900	Central Comms Center	12001	0303	Communications Dept (Rad	42.71	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	4900	Central Comms Center	12005	0303	Communications Dept (Rad	698.08	DDClr-FICA-SS
	001	ACH	Internal Revenue Service	5100	0300 Payroll Clearing	00013	0000	No Department	23038.30	DDClr-FICA-SS
2537654	001	031901	John Deere Credit	1173	MVH Restricted Fund	44500	0529	County Highway	66324.10	JD WLDR
20210419594	001	031870	John Wilcox Excavating	2700	Drainage Maintenance	65122	0006	County Surveyor	3322.67	CHARLES NEWKIRK
08252021	001	031902	Katherine L Brown	1000	General	30083	0380	Jail	110.00	HAIRCUTS
959938397	001	031831	Kone Chicago	1000	General	30074	0313	Building Maintenance	333.86	AUG 2021
921412221	001	031831	Kone Chicago	1138	Cumulative Capital Development	30129	0068	County Commissioners	4153.00	PROBATION
Wheel & Surtax	001	083024	Ladoga Clerk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	1021.60	July 2021
2021-09 LITCS	001	210910	Ladoga Clerk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	5410.42	CERTIFIED SHARES
2021-09 LITPS	001	210910	Ladoga Clerk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	3782.25	PUBLIC SAFETY
2021-09 LITCS	001	210911	Ladoga Public Library	7330	LIT Local Income Tax	50000	0002	County Auditor	1604.33	CERTIFIED SHARES
02TC0683	001	031871	Lafayette Auto Supply	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	213.59	BRAKE ROTOR
198213	001	031858	Lincoln Park Stone	1173	MVH Restricted Fund	20015	0529	County Highway	1001.90	RIP RAP
198284	001	031858	Lincoln Park Stone	1173	MVH Restricted Fund	20015	0529	County Highway	878.20	RIP RAP
198565	001	031858	Lincoln Park Stone	1173	MVH Restricted Fund	20015	0529	County Highway	5164.20	RIP RAP
2021-09 LITCS	001	210912	Linden Public Library	7330	LIT Local Income Tax	50000	0002	County Auditor	2478.08	CERTIFIED SHARES
08172021	001	031832	Lisa Manning, Attorney At Law	1000	General	30115	0271	Public Defender	480.00	COTTRELL
08172021	001	031832	Lisa Manning, Attorney At Law	1000	General	30115	0271	Public Defender	285.00	ALLEN
36591	001	082723	Luna Language Services	1000	General	30051	0202	Superior Court #2	180.00	JULY 2021
594050481	001	031833	M.a.i.l. Inc.	1000	General	30034	0068	County Commissioners	50.00	2 PARCEL PAKS
594050450	001	031833	M.a.i.l. Inc.	1000	General	30034	0068	County Commissioners	25.00	1 PARCEL PAK
2021-09 LITCS	001	210913	Madison Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	4862.42	CERTIFIED SHARES
68868	001	130921	Magic Glass Holdings LLC	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	377.50	WINDOW REPAIR
	001	ACH	McCready & Keene	5100	0300 Payroll Clearing	00023	0000	No Department	1952.85	DDClr-SHERIFFVOL
	001	ACH	McCready & Keene	5100	0300 Payroll Clearing	00030	0000	No Department	100.00	DDClr-SHROTH
1327117	002	ACH	Metro Fibernet Llc	1000	General	30036	0068	County Commissioners	616.31	EMA OFFICE
1329627	002	ACH	Metro Fibernet Llc	1000	General	30035	0750	Soil Conservation (Soil & Wate	89.95	Sept 2021
1696226	002	ACH	Metro Fibernet Llc	1000	General	30036	0068	County Commissioners	94.98	Phone Service
1322542	002	ACH	Metro Fibernet Llc	1000	General	30036	0068	County Commissioners	2011.16	Phone Service

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
08202021	001	031834	Midwest Forensic Services LLC	1000	General	30054	0201	Superior Court #1	1250.00	WILSGRE
9483	001	031835	Midwest Spray Team & Sales Inc	1173	MVH Restricted Fund	21556	0529	County Highway	9400.00	BRUSH CONTROL
212004-05	001	090322	Milestone Contractors LP	4920	2020 Bridge Improvement Note	60005	0529	County Highway	62191.65	JULY 2021
212004-04	001	090322	Milestone Contractors LP	4920	2020 Bridge Improvement Note	60005	0529	County Highway	69198.67	JUNE 2021
81283-82372	001	031903	Monica Nagele	1000	General	30001	0011	Cnty Coop Extension Svcs	225.60	AUG 2021 MILEAGE
1329627	001	031797	Mont Cnty Soil & Water Conserv	1000	General	30035	0750	Soil Conservation (Soil & Wate	-89.95	Void Docket Chk
	001	031848	Mont Cnty Treasurer	5100	0300 Payroll Clearing	00024	0000	No Department	382.17	DDClr-MONT TREAS
	001	ACH	Mont Cnty Treasurer	1000	General	12065	0068	County Commissioners	3490.85	DDClr-HSASaving
	001	ACH	Mont Cnty Treasurer	1176	Motor Vehicle Highway	12065	0529	County Highway	721.25	DDClr-HSASaving
	001	ACH	Mont Cnty Treasurer	1222	Statewide 911	12065	0303	Communications Dept (Rad	201.95	DDClr-HSASaving
	001	ACH	Mont Cnty Treasurer	4900	Central Comms Center	12065	0303	Communications Dept (Rad	144.25	DDClr-HSASaving
	001	ACH	Mont Cnty Treasurer	5100	0300 Payroll Clearing	00027	0000	No Department	2766.52	DDClr-HSA-VOL
Wheel & Surtax	001	031853	Mont Cnty Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	73597.40	July 2021
54-07-32-332-036.000-030	001	031894	Mont Cnty Treasurer	1204	Tax Sale Redemption	50001	0002	County Auditor	656.70	2021 SPRING TAX
54-07-32-332-036.000-030	001	031894	Mont Cnty Treasurer	1204	Tax Sale Redemption	50001	0002	County Auditor	65.68	2021 SPRING PEN
2021-09 LITCS	001	031913	Mont Cnty Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	328478.00	CERTIFIED SHARES
2021-09 LITPS	001	031913	Mont Cnty Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	229628.66	PUBLIC SAFETY
	001	ACH	Montgomery Co Self-Insurance	1000	General	12050	0068	County Commissioners	48650.17	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	1176	Motor Vehicle Highway	12050	0529	County Highway	9881.24	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	1222	Statewide 911	12050	0303	Communications Dept (Rad	3023.70	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	9131	JCAP 2020-01 Grant (Women's)	12050	0005	County Sheriff	689.41	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	4900	Central Comms Center	12050	0303	Communications Dept (Rad	1846.86	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	1000	General	12050	0068	County Commissioners	49167.77	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	1176	Motor Vehicle Highway	12050	0529	County Highway	9881.24	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	1222	Statewide 911	12050	0303	Communications Dept (Rad	2688.69	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	9131	JCAP 2020-01 Grant (Women's)	12050	0005	County Sheriff	689.41	DDClr-GPAHEALTHC
	001	ACH	Montgomery Co Self-Insurance	4900	Central Comms Center	12050	0303	Communications Dept (Rad	1846.86	DDClr-GPAHEALTHC
54 D02-2007-SC-000190	001	031849	Montgomery County Clerk	5100	0300 Payroll Clearing	00024	0000	No Department	25.00	DDClr-GARN
90775	001	031872	N Print LLC	1170	LIT Public Safety-Cnty Share	30800	0005	County Sheriff	145.00	HIRING FLYERS
798336	001	031859	Napa	1169	Local Road And Street	21523	0529	County Highway	43.26	GEAR WRENCH
797260	001	031859	Napa	1169	Local Road And Street	21523	0529	County Highway	46.13	SOLENOID
797414	001	031859	Napa	1169	Local Road And Street	21523	0529	County Highway	98.94	MISC SUPPLIES
797971	001	031859	Napa	1169	Local Road And Street	21523	0529	County Highway	22.56	STARTER FLUID
798810	001	031859	Napa	1169	Local Road And Street	21523	0529	County Highway	3.92	BEARING
789748	001	031873	Napa	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	18.53	OIL
Wheel & Surtax	001	083025	New Richmond Clk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	498.40	July 2021
2021-09 LITCS	001	210914	New Richmond Clk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	2287.00	CERTIFIED SHARES
2021-09 LITPS	001	210914	New Richmond Clk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	1598.75	PUBLIC SAFETY
Wheel & Surtax	001	083026	New Ross Clk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	394.30	July 2021
2021-09 LITCS	001	210915	New Ross Clk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	1049.58	CERTIFIED SHARES
2021-09 LITPS	001	210915	New Ross Clk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	733.67	PUBLIC SAFETY
0014647-IN	001	031916	PH&S Products Llc	1000	General	20001	0380	Jail	1640.00	GLOVES

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
0014529-IN	001	031916	PH&S Products Llc	1000	General	20001	0380	Jail	1230.00	GLOVES
820068619	001	031860	Pomp's Tire Service Inc.	1176	Motor Vehicle Highway	23522	0529	County Highway	19.40	FLAT REPAIR
820068759	001	031860	Pomp's Tire Service Inc.	1176	Motor Vehicle Highway	23522	0529	County Highway	41.00	FLAT REPAIR
102352	001	031851	Protective Life Insurance	5100	0300 Payroll Clearing	00020	0000	No Department	19.93	AUG 2021
	001	ACH	Public Empls Retirement Fd	1176	Motor Vehicle Highway	12020	0529	County Highway	7534.02	DDClr-INPRS-HWY
	001	ACH	Public Empls Retirement Fd	5100	0300 Payroll Clearing	00011	0000	No Department	2018.06	DDClr-INPRS-HWY
	001	ACH	Public Empls Retirement Fd	1000	General	12020	0068	County Commissioners	22977.06	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	1159	Health	12020	0610	Health Dept	1092.68	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	1222	Statewide 911	12005	0303	Communications Dept (Rad	1392.97	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	8109	Community Vaccine Grant 93.268	12020	0610	Health Dept	138.28	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	9131	JCAP 2020-01 Grant (Women's)	12020	0005	County Sheriff	154.00	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	4900	Central Comms Center	12005	0303	Communications Dept (Rad	1327.80	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	4900	Central Comms Center	12025	0303	Communications Dept (Rad	81.99	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	5100	0300 Payroll Clearing	00011	0000	No Department	7276.28	DDClr-INPRS
	001	ACH	Public Empls Retirement Fd	5100	0300 Payroll Clearing	00011	0000	No Department	115.24	DDClr-PERFVOL2
	001	ACH	Public Empls Retirement Fd	5100	0300 Payroll Clearing	00011	0000	No Department	1421.34	DDClr-PERFVOL
400094600	001	031904	Purdue University	1000	General	44400	0011	Cnty Coop Extension Svcs	34.00	JUNE MIFI 2021
822617	001	082724	Pure Water Partners	1176	Motor Vehicle Highway	30194	0529	County Highway	285.00	22348
11440	002	ACH	Pure Water Partners	1000	General	30035	0068	County Commissioners	267.00	Aug 2021
18816384	001	091322	Quill Corp	1176	Motor Vehicle Highway	24201	0529	County Highway	58.58	PORTFOLIO
18522680	001	130922	Quill Corp	1170	LIT Public Safety-Cnty Share	24201	0005	County Sheriff	99.90	FACE MASK
18390304	001	130922	Quill Corp	1170	LIT Public Safety-Cnty Share	24201	0005	County Sheriff	121.97	FOLGERS/TONER
18520575	001	130922	Quill Corp	1170	LIT Public Safety-Cnty Share	24201	0005	County Sheriff	93.59	MISC SUPPLIES
18564134	001	130922	Quill Corp	1170	LIT Public Safety-Cnty Share	24201	0005	County Sheriff	472.47	GLOVES
18557990	001	210913	Quill Corp	1000	General	24201	0009	Prosecuting Attorney	30.58	2022 CALENDARS
18723185	001	210913	Quill Corp	1000	General	24201	0003	County Treasurer	119.99	DESK DRAWER
18480728	001	210913	Quill Corp	1000	General	24201	0003	County Treasurer	17.99	HEADSET
18482313	001	210913	Quill Corp	1000	General	24201	0003	County Treasurer	109.23	MISC SUPPLIES
18551169	001	210913	Quill Corp	1000	General	24201	0003	County Treasurer	50.39	DATE STAMP
18549068	001	210913	Quill Corp	1000	General	24201	0003	County Treasurer	8.54	DESK SIGN
18596563	001	210913	Quill Corp	1000	General	24201	0201	Superior Court #1	59.58	MISC SUPPLIES
18731783	001	210913	Quill Corp	1000	General	24201	0380	Jail	378.99	MISC SUPPLIES
18723379	001	210913	Quill Corp	1000	General	24201	0380	Jail	11.68	INK PAD
08132021	001	031861	RCN Rebuilt Productions	1169	Local Road And Street	21523	0529	County Highway	165.00	STARTER MAINT.
0786-000587628	001	031836	Republic Services #786	1000	General	30035	0068	County Commissioners	320.76	SEPT 2021
0786-000587629	001	031836	Republic Services #786	1000	General	30035	0068	County Commissioners	181.50	SEPT 2021
0786-000587632	001	031836	Republic Services #786	1000	General	30035	0068	County Commissioners	398.44	SEPT 2021
0694-002779388	001	031836	Republic Services #786	1000	General	30035	0068	County Commissioners	90.72	SEPT 2021
0786-000587631	001	031836	Republic Services #786	1176	Motor Vehicle Highway	30194	0529	County Highway	432.76	SEPT 2021
35422025	001	031837	Ricoh Usa Inc	2100	Supplemental Adult Prob Svcs	30016	0235	Probation	168.53	SEPT 2021
5062535120	001	031838	Ricoh Usa Inc	1000	General	30016	9616	IT	46.39	JULY 2021
105273675	001	031839	Ricoh Usa Inc	1000	General	30016	0232	Circuit Court	100.19	090221-10012021

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
105238713	001	031840	Ricoh Usa Inc	1000	General	30800	0312	Building Dept (Permits)	103.58	082421-09232021
105271845	001	031841	Ricoh Usa Inc	1000	General	30083	0380	Jail	233.88	SEPT 2021
5062657333	001	031905	Ricoh Usa Inc	1000	General	30016	9616	IT	5.03	072021-08192021
2021-09 LITCS	001	210916	Ripley Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1861.33	CERTIFIED SHARES
124923	001	031906	Roeing Corporation	1000	General	30500	0068	County Commissioners	115.00	at&t - metronet
112	001	031842	Ruth Ann Fischer	2100	Supplemental Adult Prob Svcs	30051	0235	Probation	70.00	INTERPRETER
113	001	031842	Ruth Ann Fischer	2100	Supplemental Adult Prob Svcs	30051	0235	Probation	70.00	INTERPRETER
1009	001	031874	RW Training Solutions LLC	8425	LEPC GRANT Hazd Sub & Resp	30167	9655	Emergency Response	1000.00	HAZMAT TECH
54-13-25-331-001.000-003	001	031846	Savvy In LLC	1204	Tax Sale Redemption	31204	0002	County Auditor	737.34	INTREST
54-13-25-331-001.000-003	001	031846	Savvy In LLC	1204	Tax Sale Redemption	50001	0002	County Auditor	834.51	BUYER REFUND
54-13-25-331-001.000-003	001	031846	Savvy In LLC	1205	Tax Sale Surplus	50001	0002	County Auditor	16665.49	SURPLUS REFUND
2021-09 LITCS	001	210917	Scott Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1140.17	CERTIFIED SHARES
0003-2	001	031917	Sherwin Williams	1000	General	24202	0380	Jail	25.10	PAINT SUPPLIES
D99318	001	031862	Southeastern Equipment Co Inc	1169	Local Road And Street	21523	0529	County Highway	2218.96	BIN SWIT
202103332	001	031907	SRI Inc	4937	Tax Sale Sri Fee	50000	0002	County Auditor	1100.00	2021 TAX SALE
335136	001	031863	Stevenson's Ace Hardware	1169	Local Road And Street	21523	0529	County Highway	11.48	STENCIL
19426	001	031875	Sugar Creek Animal Hosp	4975	1149 K-9 Gift Fd	30161	0005	County Sheriff	132.52	DEMON CHECKUP
2021-09 LITCS	001	210918	Sugar Creek Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1274.25	CERTIFIED SHARES
12191	001	082725	Taylor,Chadd,Minnett, ET AL	4900	Central Comms Center	30230	0303	Communications Dept (Rad	511.00	JULY 2021
11875	001	082725	Taylor,Chadd,Minnett, ET AL	4900	Central Comms Center	30230	0303	Communications Dept (Rad	200.00	JULY 2021
12192	001	082725	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0063	Drainage Board	1010.00	JULY 2021
12482	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	14803.81	COMMISSIONERS
12446	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	300.00	PLAN COMMISSION
12448	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	360.00	SUGAR CREEK
12454	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	420.00	AUDITOR
12456	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	100.00	ASSESSOR
12458	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	380.00	ZONING BOARD
12466	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30230	0068	County Commissioners	160.00	EMA
12447	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	580.00	BIRGE TORT
12452	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	40.00	MASHBURN
12457	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	100.00	HUTCHISON
12459	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	80.00	STONE
12460	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	320.00	POWELL
12461	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	60.00	BECKMAN
12462	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	40.00	AM WATER V NICE
12464	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	200.00	FULLENWIDER
12467	001	090323	Taylor,Chadd,Minnett, ET AL	1000	General	30240	0068	County Commissioners	920.00	OLSEN
3000	001	031908	Terre Haute Regional Hospital	1000	General	30210	0007	County Coroner	350.00	ALFREY
PL3522	001	091323	The Paper Of Montgomery County	1176	Motor Vehicle Highway	30800	0529	County Highway	37.30	BRIDGE 59 & 75
PL1339	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	28.19	PRIOR AD 2013
TL1345	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	25.84	PRIOR AD 2013
TL1356	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	18.01	PRIOR AD 2013

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
TL1407	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	214.05	PRIOR AD 2013
PL1456	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	18.79	PRIOR AD 2013
PL1492	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	17.23	PRIOR AD 2013
PL1559	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	16.44	PRIOR AD 2013
PL1591	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	16.91	PRIOR AD 2014
PL1682	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	16.10	PRIOR AD 2014
PL1740	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	16.91	PRIOR AD 2014
PL1797	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	27.78	PRIOR AD 2014
PL1819	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	16.10	PRIOR AD 2014
PL1837	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	214.67	PRIOR AD 2014
PL1899	001	130923	The Paper Of Montgomery County	1216	Auditors Ineligible Deductions	30800	0002	County Auditor	16.10	PRIOR AD 2014
pl2696	001	130923	The Paper Of Montgomery County	8425	LEPC GRANT Hazd Sub & Resp	30800	9655	Emergency Response	9.60	2017 LEPC NOTICE
pl3027	001	210914	The Paper Of Montgomery County	1000	General	30800	0750	Soil Conservation (Soil & Wate	3.49	PRIOR ADD 2017
22372394	001	031876	Tire Hub LLC	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	143.39	TIRES
5194	001	031877	Tom's Marine Sales & Service	1170	LIT Public Safety-Cnty Share	21961	0005	County Sheriff	200.86	POLARIS REPAIR
Wheel & Surtax	001	083027	Town Of Linden	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	736.23	July 2021
2021-09 LITCS	001	210919	Town Of Linden	7330	LIT Local Income Tax	50000	0002	County Auditor	2471.08	CERTIFIED SHARES
2021-09 LITPS	001	210919	Town Of Linden	7331	Lit Public Safety Fund	50000	0002	County Auditor	1727.50	PUBLIC SAFETY
Wheel & Surtax	001	083028	Town Of New Market	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	589.89	July 2021
2021-09 LITCS	001	210920	Town Of New Market	7330	LIT Local Income Tax	50000	0002	County Auditor	1847.42	CERTIFIED SHARES
2021-09 LITPS	001	210920	Town Of New Market	7331	Lit Public Safety Fund	50000	0002	County Auditor	1291.42	PUBLIC SAFETY
Wheel & Surtax	001	083029	Town Of Waveland	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	428.27	July 2021
2021-09 LITCS	001	210921	Town Of Waveland	7330	LIT Local Income Tax	50000	0002	County Auditor	1051.75	CERTIFIED SHARES
2021-09 LITPS	001	210921	Town Of Waveland	7331	Lit Public Safety Fund	50000	0002	County Auditor	735.25	PUBLIC SAFETY
2021-09 LITCS	001	031914	Union Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	16394.25	CERTIFIED SHARES
19201-28	001	031909	United Consulting	4920	2020 Bridge Improvement Note	60005	0529	County Highway	7775.00	042321-05312021
450572250	001	031843	US Bank Equipment Finance	1000	General	30016	0011	Cnty Coop Extension Svcs	293.00	AUG 2021
450571914	001	031844	US Bank Equipment Finance	1000	General	30016	9616	IT	176.73	AUG 2021
13758	001	082726	USI Consultants	1138	Cumulative Capital Development	30191	0068	County Commissioners	11320.01	CR100 TO 500 S
13875	001	082726	USI Consultants	1138	Cumulative Capital Development	30191	0068	County Commissioners	4290.00	2021-1 CCMG
000070	001	082727	Valley Oaks Health Inc	1000	General	20450	0380	Jail	2871.00	JAIL CHEM PRGM
000069	001	082727	Valley Oaks Health Inc	9131	JCAP 2020-01 Grant (Women's)	37003	0005	County Sheriff	528.00	JAIL CHEM PRGM
000071	001	082727	Valley Oaks Health Inc	9131	JCAP 2020-01 Grant (Women's)	37003	0005	County Sheriff	1443.75	JAIL CHEM PRGM
487815	001	082728	Van Ausdall & Farrar	1176	Motor Vehicle Highway	24201	0529	County Highway	66.06	JULY 2021
489389	001	082728	Van Ausdall & Farrar	1000	General	30016	0009	Prosecuting Attorney	1055.94	082021-11192021
73663349	001	031910	Van Ausdall & Farrar Inc	1000	General	30016	0009	Prosecuting Attorney	221.44	SEPT 2021
	001	082421	Ventanex, Inc	1000	General	12060	0068	County Commissioners	-1954.45	void pre-run
HRA	001	082421	Ventanex, Inc	1000	General	12060	0068	County Commissioners	1954.45	W/E 8202021
CLAIMS	001	130921	Ventanex, Inc	4700	Self Insurance	00033	0068	County Commissioners	18489.75	W/E 8/20/2021
HRA	001	240821	Ventanex, Inc	1222	Statewide 911	12065	0303	Communications Dept (Rad	1954.45	W/E 8202021
HRA	001	240821	Ventanex, Inc	1000	General	12060	0068	County Commissioners	7050.43	W/E 8202021
HRA	001	083121	Ventanex, Inc	1176	Motor Vehicle Highway	12065	0529	County Highway	699.00	W/E 08272021

Invoice	Bank	Check	Payee Name 1	Fund	Fund Desc	Acct	Loc	Loc Desc	Amount	Comment
CLAIMS	001	310821	Ventanex, Inc	4700	Self Insurance	00033	0068	County Commissioners	9956.35	WE 8/27/2021
HRA	001	090721	Ventanex, Inc	1000	General	12060	0068	County Commissioners	11.64	W/E 09032021
CLAIMS	001	210309	Ventanex, Inc	4700	Self Insurance	00033	0068	County Commissioners	3960.92	W/E 09032021
2021-09 LITCS	001	210922	Walnut Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1178.58	CERTIFIED SHARES
34579	001	031878	Walt's Service	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	117.00	TESTING
34595	001	031878	Walt's Service	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	109.72	BRAKE REPAIR
34633	001	031878	Walt's Service	1170	LIT Public Safety-Cnty Share	30100	0005	County Sheriff	216.32	ROTOR/BRAKES
P2156210	001	031915	Washington National Insurance	5100	0300 Payroll Clearing	00028	0000	No Department	1388.74	090521-1002021
2021-09 LITCS	001	210923	Waveland Public Library	7330	LIT Local Income Tax	50000	0002	County Auditor	2358.92	CERTIFIED SHARES
2021-09 LITCS	001	210924	Wayne Township Trustee	7330	LIT Local Income Tax	50000	0002	County Auditor	1885.25	CERTIFIED SHARES
Wheel & Surtax	001	083030	Waynetown Clerk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	947.42	July 2021
2021-09 LITCS	001	210925	Waynetown Clerk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	2782.92	CERTIFIED SHARES
2021-09 LITPS	001	210925	Waynetown Clerk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	1945.42	PUBLIC SAFETY
105238385	001	031845	Wells Fargo Financial	1000	General	30016	9616	IT	85.98	072421-08232021
Y30827	001	031864	West Side Tractor Sales	1169	Local Road And Street	33450	0529	County Highway	5308.17	CYLINDER LEAK
Y30896	001	031864	West Side Tractor Sales	1169	Local Road And Street	33450	0529	County Highway	685.14	PUMP PRESSURE
Wheel & Surtax	001	083031	Wingate Clk Treasurer	6020	0207 Wheel Tax/Surtax Combined	31200	0002	County Auditor	288.35	July 2021
2021-09 LITCS	001	210926	Wingate Clk Treasurer	7330	LIT Local Income Tax	50000	0002	County Auditor	1799.83	CERTIFIED SHARES
2021-09 LITPS	001	210926	Wingate Clk Treasurer	7331	Lit Public Safety Fund	50000	0002	County Auditor	1258.25	PUBLIC SAFETY
								PERIOD AP TOTAL:	**$2,452,277.53**	

Payroll Claims

Thursday, September 02, 2021 9:01 AM

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Northcutt, Greg A	Salary	Commissioners	Commissioners	1,571.19	1000.11983.000.0313	Salary
Clouser, Brooke E	Salary	CCC 1222	CCC 1222	1,569.54	1222.11730.000.0303	Salary
Weder, Tyler S	Salary	Commissioners	Commissioners	1,346.15	1000.11224.000.0380	Salary
Kirby, Jared R	Salary	Commissioners	Commissioners	429.55	1170.11021.000.0005	Salary
Kirby, Jared R	Salary	Commissioners	Commissioners	2,186.54	1170.11935.000.0005	Salary
Berry, Caleb T	Salary	Commissioners	Commissioners	1,961.54	1170.11222.000.0005	Salary
Hines, Sarah A	Salary	CCC 1222	CCC 1222	299.28	1222.11021.000.0303	Salary
Hines, Sarah A	Salary	CCC 1222	CCC 1222	1,918.35	1222.11303.000.0303	Salary
Busse, Danielle M	Salary	Commissioners	Commissioners	1,440.54	1000.11702.000.0002	Salary
Andel, Jennifer J	Salary	Commissioners	Commissioners	2,468.88	1000.11100.000.0002	Salary
Wiles, Courtney D	Salary	Statewide 911	Statewide 911	129.80	4900.11021.000.0303	Salary
Wiles, Courtney D	Salary	Statewide 911	Statewide 911	1,384.54	4900.11830.000.0303	Salary
Douglas, Karyn D	Salary	Commissioners	Commissioners	1,895.92	1000.11100.000.0001	Salary
Garing, Dylan J	Salary	Commissioners	Commissioners	540.90	1000.11021.000.0380	Salary
Garing, Dylan J	Salary	Commissioners	Commissioners	1,346.15	1000.11492.000.0380	Salary
Newton, Mitchell A	Salary	Commissioners	Commissioners	1,346.15	1000.11499.000.0380	Salary
Kemple, Brenda (Christy) M	Salary	HD	HD	1,815.39	1159.11660.000.0610	Salary
Ratcliff, Nicole L	Salary	Commissioners	Commissioners	1,412.31	1000.11202.000.0002	Salary
McCarty, Matt P	Salary	Commissioners	Commissioners	3,178.38	1170.11205.000.0005	Salary
Laplaunt, Nichole E	Salary	Commissioners	Commissioners	2,123.54	4905.11125.000.0235	Salary
Watson, Jacob M	Salary	Commissioners	Commissioners	210.15	1170.11021.000.0005	Salary
Watson, Jacob M	Salary	Commissioners	Commissioners	2,538.46	1170.11305.000.0005	Salary
Riddle, Terry L	Salary	Highway	Highway	1,280.50	1176.11752.000.0529	Salary
Riddle, Terry L	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Garrard, Earlene L	Salary	Commissioners	Commissioners	1,828.85	1224.11503.000.0008	Salary
Teal, Anthony S	Salary	Commissioners	Commissioners	43.96	1170.11021.000.0005	Salary
Teal, Anthony S	Salary	Commissioners	Commissioners	2,461.54	1170.11936.000.0005	Salary
Riehle, Brian A	Salary	Commissioners	Commissioners	2,413.46	1170.11815.000.0005	Salary
Jones, Ashley N	Salary	Commissioners	Commissioners	1,273.92	1000.11460.000.0660	Salary
Melvin, Kathryn J	Salary	Statewide 911	Statewide 911	1,038.23	4900.11613.000.0303	Salary
Donahue, Caleb A	Salary	Highway	Highway	1,255.38	1176.11007.000.0529	Salary
Donahue, Caleb A	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Walke, Traci C	Salary	Commissioners	Commissioners	847.35	1000.11902.000.0002	Salary
Klein, Thomas A	Salary	Commissioners	Commissioners	3,653.85	1000.11120.000.0068	Salary
Beuoy, Ryan M	Salary	Commissioners	Commissioners	2,416.62	4923.11821.000.0271	Salary
Pearson, Layton A	Salary	Commissioners	Commissioners	1,157.31	1000.11412.000.0660	Salary
Weimer, Inez J	Salary	Commissioners	Commissioners	1,538.46	1000.11496.000.0380	Salary
Smith, Constance S	Salary	Commissioners	Commissioners	1,268.23	1000.11930.000.0380	Salary
Cutts, Eric A	Salary	Commissioners	Commissioners	2,123.54	9167.11105.000.0235	Salary
McNulty, Alayna R	Salary	Statewide 911	Statewide 911	1,357.38	4900.11813.000.0303	Salary
Hechinger, Robert J	Salary	Commissioners	Commissioners	368.98	1170.11021.000.0005	Salary
Hechinger, Robert J	Salary	Commissioners	Commissioners	2,136.54	1170.11270.000.0005	Salary
Nichols, Brody B	Salary	Commissioners	Commissioners	48.08	1000.11021.000.0379	Salary
Nichols, Brody B	Salary	Commissioners	Commissioners	1,346.15	1000.11339.000.0379	Salary
Fulwider, James D	Salary	Commissioners	Commissioners	807.69	1000.11268.000.0068	Salary
Redmon, Ethan M	Salary	Commissioners	Commissioners	2,136.54	1170.11355.000.0005	Salary
Swank, Nisha C	Salary	Commissioners	Commissioners	540.02	1000.11021.000.0380	Salary
Swank, Nisha C	Salary	Commissioners	Commissioners	1,634.62	1000.11238.000.0380	Salary
Bailey, C T	Salary	Commissioners	Commissioners	1,538.46	1000.11039.000.0379	Salary
Sarver, Thomas D	Salary	Commissioners	Commissioners	2,721.50	1000.11160.000.0660	Salary
Fletcher, Nathaniel G	Salary	Commissioners	Commissioners	1,375.00	1000.11298.000.0380	Salary
Lough, Jacob N	Salary	Highway	Highway	2,298.65	1176.11052.000.0529	Salary
Lough, Jacob N	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Light, Cynthia S	Salary	Commissioners	Commissioners	1,522.46	1000.11360.000.0660	Salary
Northcutt, Adrianne R	Salary	HD	HD	1,585.31	1159.11061.000.0610	Salary
Waling, Ashlee N	Salary	Commissioners	Commissioners	2,082.08	8171.11025.000.0235	Salary
Traughber, Kathy A	Salary	Commissioners	Commissioners	1,637.81	1189.11300.000.0004	Salary
Boyer III, William H	Salary	Commissioners	Commissioners	334.43	1000.11021.000.0380	Salary
Boyer III, William H	Salary	Commissioners	Commissioners	1,375.00	1000.11489.000.0380	Salary
Braziel, Cameran M	Salary	Commissioners	Commissioners	2,981.97	1000.11485.000.0380	Salary
Allen, Michael J	Salary	Highway	Highway	1,914.58	1176.11085.000.0529	Salary
Allen, Michael J	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
King, Travis M	Salary	Commissioners	Commissioners	2,771.46	1170.11274.000.0005	Salary
Bowling, Michelle V	Salary	Commissioners	Commissioners	1,358.88	1170.11405.000.0005	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Heggemeier, Loren W	Salary	Highway	Highway	1,306.12	1176.11073.000.0529	Salary
Heggemeier, Loren W	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Feltner, Barbara M	Salary	Commissioners	Commissioners	1,487.77	1000.11409.000.0235	Salary
Feltner, Barbara M	Salary	Commissioners	Commissioners	59.52	4905.11021.000.0235	Salary
Lesko, Kara D	Salary	Commissioners	Commissioners	1,204.38	1000.11400.000.0201	Salary
Sandusky, Kimberly H	Salary	Commissioners	Commissioners	1,708.96	1000.11401.000.0001	Salary
Curtis, Shelby J	Salary	Commissioners	Commissioners	179.60	1170.11021.000.0005	Salary
Curtis, Shelby J	Salary	Commissioners	Commissioners	2,011.54	1170.11383.000.0005	Salary
Oldham, Racheal A	Salary	Commissioners	Commissioners	2,519.08	1000.11028.000.0235	Salary
Oldham, Racheal A	Salary	Commissioners	Commissioners	377.85	2100.11021.000.0235	Salary
Oldham, Racheal A	Salary	Commissioners	Commissioners	50.38	2100.11023.000.0235	Salary
Southard, Rachel A	Salary	Commissioners	Commissioners	1,269.77	1000.11211.000.0001	Salary
Hunt, David T	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Cope, Vicki R	Salary	CCC 1222	CCC 1222	1,412.92	1222.11830.000.0303	Salary
McAnulty, Linda M	Salary	Commissioners	Commissioners	1,292.50	1000.11321.000.0201	Salary
Brady, Scott W	Salary	Highway	Highway	1,768.81	1176.11257.000.0529	Salary
Brady, Scott W	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Thomen, Austin D	Salary	Commissioners	Commissioners	2,136.54	1170.11235.000.0005	Salary
Geigle, Andria L	Salary	Commissioners	Commissioners	3,223.31	1000.11228.000.0235	Salary
Geigle, Andria L	Salary	Commissioners	Commissioners	1,063.76	2100.11021.000.0235	Salary
Walters, Brookanna L	Salary	HD	HD	1,347.50	1159.11459.000.0610	Salary
Phillips, Samantha K	Salary	Commissioners	Commissioners	1,180.77	1000.11400.000.0202	Salary
Needham, Kelly L	Part Time	Commissioners	Commissioners	196.15	1000.11938.000.0007	Salary
Proctor, Kyle A	Salary	Commissioners	Commissioners	1,234.85	1170.11945.000.0005	Salary
Lowe, Nema G	Salary	Commissioners	Commissioners	1,721.15	1000.11370.000.0380	Salary
Black, Rachel R	Salary	Commissioners	Commissioners	1,242.31	1000.11321.000.0202	Salary
Thomas, Rebekah L	Salary	Commissioners	Commissioners	1,196.54	1000.11204.000.0001	Salary
Blanton, Ronald L	Salary	Highway	Highway	1,914.58	1176.11859.000.0529	Salary
Blanton, Ronald L	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Frey, John E	Salary	Commissioners	Commissioners	807.69	1000.11368.000.0068	Salary
Thomas, Cole R	Salary	Commissioners	Commissioners	599.36	1000.11380.000.0380	Salary
Steelsmith, Seth A	Salary	Highway	Highway	1,689.58	1176.11072.000.0529	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Steelsmith, Seth A	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Kinnett, Richard L	Salary	Commissioners	Commissioners	1,467.83	1000.11109.000.0009	Salary
Bentley, Sherri L	Salary	Commissioners	Commissioners	2,028.81	1000.11100.000.0008	Salary
Hughes, Jeremy A	Salary	Commissioners	Commissioners	2,821.46	1170.11505.000.0005	Salary
Jones, Stephen W	Salary	Highway	Highway	1,570.65	1176.11642.000.0529	Salary
Jones, Stephen W	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Wilson, Loudella E	Salary	Commissioners	Commissioners	1,723.38	1000.11418.000.0380	Salary
Hampton, Dave W	Salary	Commissioners	Commissioners	1,306.12	1000.11132.000.0312	Salary
Emmert, Vicki A	Part Time	Commissioners	Commissioners	288.63	1000.11168.000.0006	Hourly
Conkright, John W	Salary	Highway	Highway	1,914.58	1176.11279.000.0529	Salary
Conkright, John W	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Ledbetter, Sherri A	Salary	Commissioners	Commissioners	1,647.96	1000.11260.000.0660	Salary
Parker, Conner D	Salary	Commissioners	Commissioners	1,346.15	1000.11491.000.0380	Salary
Fairfield, Tanner J	Salary	Commissioners	Commissioners	1,346.15	1000.11488.000.0380	Salary
Forman, Darren D	Salary	Commissioners	Commissioners	749.38	1000.11100.000.0007	Salary
Ranard, Brennan D	Salary	Highway	Highway	1,358.88	1176.11077.000.0529	Salary
Ranard, Brennan D	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Hedge, Jeffery A	Salary	Highway	Highway	1,877.04	1176.11402.000.0529	Salary
Hedge, Jeffery A	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Mills, Don G	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Byers, Stacey L	Salary	Commissioners	Commissioners	1,356.06	1000.11209.000.0009	Salary
Cummins, Thomas E	Salary	Commissioners	Commissioners	2,083.62	1000.11006.000.0006	Salary
Froedge, Jill A	Salary	Commissioners	Commissioners	1,739.54	1000.11321.000.0232	Salary
Gable, Faith T	Salary	Commissioners	Commissioners	491.25	2100.11021.000.0235	Salary
Gable, Faith T	Salary	Commissioners	Commissioners	1,964.81	2100.11523.000.0235	Salary
Church, Ericia E	Salary	Commissioners	Commissioners	1,115.38	1000.11502.000.0202	Salary
Walters, Jeffrey L	Part Time	Commissioners	Commissioners	680.00	4950.11055.000.0005	Hourly
Lough, Cody A	Salary	Highway	Highway	1,280.50	1176.11080.000.0529	Salary
Lough, Cody A	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Warren, Cheyenne M	Salary	Commissioners	Commissioners	1,519.23	1000.11497.000.0380	Salary
Campbell, Brian K	Salary	Commissioners	Commissioners	1,636.19	1000.11230.000.9655	Salary
Harshbarger, Jennifer S	Salary	Commissioners	Commissioners	1,280.50	1000.11721.000.0271	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Boller, Cameron L	Salary	Commissioners	Commissioners	319.15	1000.11021.000.0380	Salary
Boller, Cameron L	Salary	Commissioners	Commissioners	1,375.00	1000.11580.000.0380	Salary
Swick, Cody J	Salary	Commissioners	Commissioners	506.41	1000.11382.000.0380	Salary
Taylor, Dale A	Part Time	Commissioners	Commissioners	547.50	1000.11055.000.0380	Hourly
Dodds, Regina M	Salary	Commissioners	Commissioners	288.48	1000.11021.000.0380	Salary
Dodds, Regina M	Salary	Commissioners	Commissioners	1,346.15	1000.11486.000.0380	Salary
Laffoon, Heather R	Salary	Commissioners	Commissioners	1,802.31	1000.11100.000.0003	Salary
McCoy, Bradley J	Salary	Highway	Highway	1,280.50	1176.11319.000.0529	Salary
McCoy, Bradley J	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Pike, Drake A	Salary	Commissioners	Commissioners	821.04	1000.11021.000.0380	Salary
Pike, Drake A	Salary	Commissioners	Commissioners	1,403.85	1000.11328.000.0380	Salary
Kirk, Gabriel J	Salary	Commissioners	Commissioners	419.25	2100.11525.000.0235	Salary
Stonebraker, Casey T	Salary	Commissioners	Commissioners	1,461.54	1000.11703.000.0380	Salary
Sweeney, Megan R	Salary	Commissioners	Commissioners	358.88	1000.11209.000.0750	Salary
Fullenwider, Benjamin D	Salary	Commissioners	Commissioners	2,261.54	1170.11905.000.0005	Salary
Teague, Diamond M	Part Time	HD	HD	180.00	8109.11105.000.0610	Hourly
Smith, Mark	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Burget, Jessica L	Salary	Commissioners	Commissioners	1,134.62	1000.11809.000.9655	Salary
Beavers, Edward J	Salary	Highway	Highway	1,560.92	1176.11375.000.0529	Salary
Beavers, Edward J	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Caldwell, Melissa A	Salary	Commissioners	Commissioners	1,686.00	1000.11209.000.0312	Salary
Weller, Mary J	Part Time	Follow the Fund	Follow the Fund	450.00	1189.11168.000.0004	Hourly
Peck, James M	Salary	Highway	Highway	3,841.46	1176.11010.000.0529	Salary
Hieston, Aaron j	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Koury, Mycah A	Salary	Statewide 911	Statewide 911	106.72	4900.11021.000.0303	Salary
Koury, Mycah A	Salary	Statewide 911	Statewide 911	1,365.38	4900.11307.000.0303	Salary
Moore, Jacob A	Salary	Commissioners	Commissioners	2,514.27	1000.11160.000.0009	Salary
Bruenger, Stephanie T	Salary	Commissioners	Commissioners	2,061.54	1170.11255.000.0005	Salary
Northcutt, Isaac M	Salary	Highway	Highway	1,255.38	1176.11070.000.0529	Salary
Northcutt, Isaac M	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Henry, Sherri K	Salary	CCC 1222	CCC 1222	2,100.81	1222.11102.000.0303	Salary
Payne, Brenda S	Salary	Commissioners	Commissioners	2,316.69	1000.11244.000.0235	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Payne, Brenda S	Salary	Commissioners	Commissioners	231.65	2100.11021.000.0235	Salary
Dale, Connie K	Salary	Commissioners	Commissioners	2,182.23	1170.11705.000.0005	Salary
Sweet, Mark A	Salary	Highway	Highway	1,306.12	1176.11012.000.0529	Salary
Sweet, Mark A	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Parker, Samantha R	Salary	Commissioners	Commissioners	1,134.62	1000.11809.000.0009	Salary
Parker, Nicole L	Salary	CCC 1222	CCC 1222	1,981.15	1222.11233.000.0303	Salary
Hodges, Amie J	Salary	Commissioners	Commissioners	1,650.69	1000.11400.000.0232	Salary
Olin, Matthew J	Salary	Highway	Highway	1,865.42	1176.11506.000.0529	Salary
Olin, Matthew J	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Clark, Brady M	Salary	Commissioners	Commissioners	288.48	1000.11021.000.0380	Salary
Clark, Brady M	Salary	Commissioners	Commissioners	1,346.15	1000.11494.000.0380	Salary
Miller, Gregory H	Salary	Commissioners	Commissioners	2,051.40	1000.11290.000.0009	Salary
Guard, Forest D	Salary	Commissioners	Commissioners	807.69	1000.11068.000.0068	Salary
Swazay, Angela D	Salary	Commissioners	Commissioners	1,777.96	1000.11119.000.0660	Salary
Todd, Richard R	Salary	Commissioners	Commissioners	2,461.54	1170.11215.000.0005	Salary
Boyer IV, William H	Salary	Commissioners	Commissioners	1,403.85	1000.11490.000.0380	Salary
Ramos, Sandra A	Salary	Highway	Highway	1,228.15	1176.11259.000.0529	Salary
Reed, Amber D	Salary	HD	HD	2,027.88	1159.11516.000.0610	Salary
Yerkes-Mason, Deborah L	Salary	Commissioners	Commissioners	1,220.46	1224.11208.000.0008	Salary
Newlin, Timothy D	Salary	Commissioners	Commissioners	1,346.15	1000.11302.000.0380	Salary
Portwood, Cheryl F	Salary	Commissioners	Commissioners	938.40	1000.11503.000.0003	Salary
Griffith, Jennifer A	Salary	Commissioners	Commissioners	2,186.54	1170.11275.000.0005	Salary
Bohlander, Jacob R	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Haslam, Tracy L	Salary	Commissioners	Commissioners	1,204.08	1000.11209.000.0271	Salary
Denbo, Leah L	Salary	Commissioners	Commissioners	1,442.04	1000.11101.000.0010	Salary
Orr, Donald S	Salary	HD	HD	1,493.88	1159.11216.000.0610	Salary
Melvin, Brent D	Salary	Highway	Highway	1,280.50	1176.11008.000.0529	Salary
Melvin, Brent D	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Rice, Anthony J	Salary	Commissioners	Commissioners	2,361.54	1170.11850.000.0005	Salary
Victory-Kosinski, Kaytlynn R	Salary	Statewide 911	Statewide 911	54.02	4900.11021.000.0303	Salary
Victory-Kosinski, Kaytlynn R	Salary	Statewide 911	Statewide 911	1,440.46	4900.11212.000.0303	Salary
York, Jennifer B	Salary	Commissioners	Commissioners	110.52	1000.11029.000.0201	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
York, Jennifer B	Salary	Commissioners	Commissioners	2,762.81	9134.11522.000.0235	Salary
Dossett, Laura R	Salary	Commissioners	Commissioners	1,777.96	1000.11258.000.0068	Salary
Bushong, Cynthia D	Part Time	Commissioners	Commissioners	374.69	1000.11200.000.0007	Salary
Martin, Donald D	Salary	Highway	Highway	1,656.42	1176.11075.000.0529	Salary
Martin, Donald D	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Stonebraker, Ashley M	Salary	Commissioners	Commissioners	1,220.46	1000.11201.000.0001	Salary
Roberts, John R	Salary	HD	HD	750.00	1159.11162.000.0610	Salary
Ellis, Joseph M	Salary	Commissioners	Commissioners	675.96	1000.11112.000.0012	Salary
Michael, Dakota T	Salary	Highway	Highway	1,736.27	1176.11018.000.0529	Salary
Michael, Dakota T	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Harden, Chandra D	Salary	Statewide 911	Statewide 911	1,412.23	4900.11713.000.0303	Salary
LIttle, Lauren R	Salary	Commissioners	Commissioners	48.08	1000.11021.000.0380	Salary
LIttle, Lauren R	Salary	Commissioners	Commissioners	1,346.15	1000.11495.000.0380	Salary
Cevela, Jamie L	Salary	Follow the Fund	Follow the Fund	1,375.00	9131.11241.000.0005	Salary
Custer, Lena K	Salary	Commissioners	Commissioners	1,744.35	1000.11300.000.0001	Salary
Roe, Becky S	Salary	Commissioners	Commissioners	1,020.38	1000.11393.000.0380	Salary
Herron, Amber L	Salary	Highway	Highway	1,828.85	1176.11159.000.0529	Salary
Kirby, Elizabeth L	Salary	CCC 1222	CCC 1222	1,685.85	1222.11404.000.0303	Salary
Crull, Kevin M	Salary	Commissioners	Commissioners	317.52	1170.11021.000.0005	Salary
Crull, Kevin M	Salary	Commissioners	Commissioners	2,463.46	1170.11934.000.0005	Salary
Donaldson, Steven B	Salary	Commissioners	Commissioners	4,515.31	1000.11421.000.0271	Salary
Morales Gutierrez, Sinahi U	Salary	Statewide 911	Statewide 911	519.20	4900.11021.000.0303	Salary
Morales Gutierrez, Sinahi U	Salary	Statewide 911	Statewide 911	1,384.54	4900.11413.000.0303	Salary
Downing, Monica D	Salary	Commissioners	Commissioners	1,310.83	1000.11439.000.0379	Salary
Villalpando, Lindsey A	Salary	Commissioners	Commissioners	44.39	1000.11029.000.0201	Salary
Villalpando, Lindsey A	Salary	Commissioners	Commissioners	2,219.69	1000.11273.000.0235	Salary
Punke, Deric L	Salary	Commissioners	Commissioners	1,961.54	1170.11024.000.0005	Salary
Lowe, Albert L	Salary	Highway	Highway	1,914.58	1176.11641.000.0529	Salary
Lowe, Albert L	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Barth, Daniel S	Salary	Commissioners	Commissioners	1,403.85	1000.11239.000.0379	Salary
Cochran, Hannah R	Salary	Commissioners	Commissioners	2,131.77	9168.11113.000.0235	Salary
Bowman-Baker, Alyssa M	Salary	Central Comms Center	Central Comms Center	732.09	4900.11513.000.0303	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Bickel, Mark M	Salary	Commissioners	Commissioners	3,147.42	1000.11229.000.0235	Salary
Cox, Nancy L	Salary	Commissioners	Commissioners	1,531.96	1000.11300.000.0003	Salary
Eads, Hunter C	Salary	Commissioners	Commissioners	1,346.15	1000.11501.000.0380	Salary
Davis, Michael D	Salary	Commissioners	Commissioners	1,828.85	1000.11105.000.0753	Salary
Minor, Jeremy K	Salary	Commissioners	Commissioners	2,186.54	1170.11507.000.0005	Salary
Mellish, Thomas J	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Stephens, William C	Salary	Highway	Highway	1,367.31	1176.11019.000.0529	Salary
Stephens, William C	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Brown, Brittany A	Salary	Commissioners	Commissioners	1,490.38	1000.11485.000.0380	Salary
Brown, Christian C	Salary	Commissioners	Commissioners	2,009.62	1000.11480.000.0380	Salary
Eilert, Drake L	Salary	Commissioners	Commissioners	2,369.23	1000.11521.000.0271	Salary
Gooding, Beth A	Salary	Commissioners	Commissioners	1,061.62	1000.11253.000.0380	Salary
Taylor, Michael G	Salary	Commissioners	Commissioners	2,461.54	1170.11937.000.0005	Salary
Carrell, Henry W	Salary	Commissioners	Commissioners	1,634.65	1000.11733.000.0380	Salary
Conrad, Carolyn S	Salary	Commissioners	Commissioners	1,561.81	1000.11502.000.0232	Salary
Cravens, Samantha D	Salary	HD	HD	1,486.27	1159.11309.000.0610	Salary
Greene, Paula L	Salary	Commissioners	Commissioners	1,375.00	1000.11493.000.0380	Salary
Miller, Farren M	Salary	Commissioners	Commissioners	1,781.81	1000.11524.000.0235	Salary
Taylor, Greg L	Salary	Commissioners	Commissioners	1,125.00	1000.11734.000.0313	Salary
Douglas, Scott K	Salary	HD	HD	1,070.44	1159.11162.000.0610	Salary
Needham, Michael R	Salary	Commissioners	Commissioners	3,785.77	1170.11175.000.0005	Salary
Bonwell, David M	Salary	Commissioners	Commissioners	2,427.38	1000.11732.000.0312	Salary
Kersey, Michael T	Salary	Commissioners	Commissioners	611.96	1170.11021.000.0005	Salary
Kersey, Michael T	Salary	Commissioners	Commissioners	2,461.54	1170.11200.000.0005	Salary
French, Aaron D	Salary	Commissioners	Commissioners	521.29	1170.11021.000.0005	Salary
French, Aaron D	Salary	Commissioners	Commissioners	2,461.54	1170.11022.000.0005	Salary
Wemer, Cole T	Part Time	Commissioners	Commissioners	150.00	1000.11055.000.0380	Hourly
Wolf, James M	Salary	Commissioners	Commissioners	332.12	1000.11138.000.0308	Salary
Bowden, Jessica P	Salary	Statewide 911	Statewide 911	305.40	4900.11021.000.0303	Salary
Bowden, Jessica P	Salary	Statewide 911	Statewide 911	1,357.38	4900.11313.000.0303	Salary
Halle, Cheryl D	Salary	Commissioners	Commissioners	1,708.96	1000.11409.000.0009	Salary
Latzke, Kristen C	Salary	Commissioners	Commissioners	1,623.08	1000.11575.000.0750	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
Alenduff, Brandon R	Salary	Commissioners	Commissioners	1,403.85	1000.11236.000.0380	Salary
Fearrin, Susan D	Salary	Commissioners	Commissioners	1,731.38	1000.11600.000.0001	Salary
Herron, Rhonda L	Salary	Commissioners	Commissioners	1,469.35	1000.11602.000.0002	Salary
Booth, Gary D	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Powell, Daniel E	Salary	Highway	Highway	1,386.08	1176.11076.000.0529	Salary
Powell, Daniel E	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Bentley, Jennifer J	Salary	Commissioners	Commissioners	1,780.12	1189.11100.000.0004	Salary
Cornett, Alexander J	Salary	Highway	Highway	1,280.50	1176.11011.000.0529	Salary
Cornett, Alexander J	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Nine, Mercedes E	Salary	Commissioners	Commissioners	135.02	1000.11021.000.0380	Salary
Nine, Mercedes E	Salary	Commissioners	Commissioners	1,375.00	1000.11838.000.0380	Salary
Shaw, Devin J	Salary	Commissioners	Commissioners	288.48	1000.11021.000.0380	Salary
Shaw, Devin J	Salary	Commissioners	Commissioners	1,346.15	1000.11352.000.0380	Salary
Stull, James D	Salary	Highway	Highway	1,530.31	1176.11071.000.0529	Salary
Stull, James D	Salary	Highway	Highway	800.00	1176.13002.000.0529	Salary
Davidson, Mark A	Salary	Commissioners	Commissioners	192.31	1000.11261.000.0061	Salary
Williamson, Lindsay J	Salary	Commissioners	Commissioners	1,251.00	1000.11159.000.0011	Salary
Morrison, Nicole R	Salary	Commissioners	Commissioners	1,160.46	1000.11502.000.0201	Salary
Rivers, Jennifer J	Salary	Commissioners	Commissioners	1,538.46	1000.11113.000.0753	Salary
Harrington, Shari L	Salary	Commissioners	Commissioners	2,083.62	1000.11095.000.9655	Salary
Holley, Johnathon H	Salary	Commissioners	Commissioners	2,514.27	1000.11621.000.0271	Salary
Walsh, Todd P	Salary	Commissioners	Commissioners	506.40	1170.11021.000.0005	Salary
Walsh, Todd P	Salary	Commissioners	Commissioners	2,286.54	1170.11938.000.0005	Salary
Haslam, Brittany R	Salary	CCC 1222	CCC 1222	1,469.27	1222.11212.000.0303	Salary
Byers, Mindy K	Salary	Commissioners	Commissioners	2,098.58	1000.11300.000.0002	Salary
Grayson, Peggy S	Salary	Commissioners	Commissioners	1,794.19	1224.11300.000.0008	Salary
Jenkins Jr, Rodney L	Salary	Commissioners	Commissioners	2,538.46	1170.11315.000.0005	Salary
Myers, Laren E	Salary	Commissioners	Commissioners	1,597.38	1170.11975.000.0005	Salary
Cerda, Jonathan	Salary	Commissioners	Commissioners	50.14	1000.11021.000.0380	Salary
Cerda, Jonathan	Salary	Commissioners	Commissioners	1,403.85	1000.11500.000.0380	Salary
Lazell, Lula D	Salary	Commissioners	Commissioners	1,268.73	1000.11243.000.0380	Salary
Bushong, Cynthia D	Salary	HD	HD	1,234.62	8109.11105.000.0610	Salary

Employee Name	Current Pay Group	Current Benefit Group	History Benefit Group	Amount	Budget Account Code	Current Pay Type
288				**392,359.02**		

August 23, 2021 Minutes

Thursday, September 02, 2021 9:02 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, AUGUST 23, 2021

The Montgomery County Commissioners met in regular session on Monday, August 23, 2021 at 8:00 am at the Montgomery County Courthouse, 100 E. Main Street – Room 103, Crawfordsville, Indiana.

CALL TO ORDER

On call of the roll, the members of the Board were shown to be present as follows:
President John E. Frey & Commissioner Dan Guard.

Absent: Commissioner James D. Fulwider

Also present: County Attorney Dan Taylor, County Administrator Tom Klein, Auditor Jennifer Andel, Sheriff Ryan Needham, Building Administrator Marc Bonwell, EMA Director Shari Harrington, Highway Director Jake Lough, County Engineer James Peck, Treasurer Heather Laffoon, and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

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

CONSENT AGENDA

Approval of Claims: August 9, 2021 to August 23, 2021
Accounts Payable - $3,315,244.36; Payroll - $372,476.65
Approval of Minutes: August 9, 2021
Christopher B. Burke Engineering – Professional Services Proposal for MHMP Grant
Commissioner Guard moved to approve the consent agenda. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.

NEW BUSINESS

Authorization to Purchase Paver & Secure Financing
Highway Director Jake Lough stated the total cost of the 2021 BF300 Paver is $210,824. The new paver will replace the current paver which was purchased in 1991. Commissioner Guard moved to authorize the purchase and financing for the 2021 BF300 Paver. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.

Memorandum of Understanding – BOC + Wiley-Connell, LLC + Tempur Production USA, LLC
The memorandum memorializes the agreement between Tempur Production, Montgomery County Commissioners and Wiley-Connell, LLC in regards to the 196.827 acres of real estate along the north side of CR200 S (newly named Comfort Drive. *Commissioner Guard moved to approve the Memorandum of Understanding as presented. Seconded by Commissioner Guard. Motion passed 2-0 votes in favor.*

Building Corporation Appointments for Courthouse Annex Project

Commissioner Guard moved to appoint Jim Johnson, Aaron Morgan and Greg Morrison to the Courthouse Annex Project Building Corporation. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.

Amendment to Indiana American Water Company Agreement

Attorney Taylor advised that the amendment provides for the financing to extend the water line down Nucor Road to Comfort Drive and to install a water tower. *Commissioner Guard moved to approve the Amendment to Indiana American Water Company Agreement. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.*

Intergovernmental Agreement between Putnam County & Montgomery County

Montgomery County's Engineer will perform 8 hours of engineering duties for Putnam County. *Commissioner Guard moved to approve the Intergovernmental Agreement between Putnam County and Montgomery County. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.*

ORDINANCES

Final Reading: Ordinance 2021-27: Ordinance Amending County Code Regarding Health Department

Senate Enrolled Act 5 (2021) modified the emergency powers, appointment powers, removal powers and other powers of the local Health Department. The Board of County Commissioners are required to develop an appeal procedure which relates to the appeal of orders made by the Local Health Officer related to any public health emergency or disaster emergency. *Commissioner Guard moved to approve on final reading Ordinance 2021-27. Seconded by Commissioner Frey.* Health Administrator Amber Reed commented, "the proposed Ordinance 2021-27 is not a new concept to modify the duties and responsibilities of the Health Department. The timing has stirred up emotions given the recent statement by the Commissioners and their position on mask mandates." Carolyn Snider, Health Board member reiterated Ms. Reed's comment that the duty of the Health Department is to keep the community safe and informed. Nancy Sennett, Health Board member stated, "the Health Department has the support of the Health Board and the Health Officers. Ms. Sennett applauded the dedication of the employees of the Health Department. Elizabeth Justice stated, "I was appauled to say the decision to mask is an individual one." Janet Rucker stated she is a retired Dentist and she sees the need for everyone to be wearing masks given that Montgomery County is now #1 in the state as far as numbers. Marilou Daywalter stated that she is "only reading what she sees in the paper. Perception is that Dr. Douglas is not doing his job?" Leslie Hedge stated her concern over children and the more cases that the County is having and everyone should be wearing masks. Hearing no further comment - *Motion passed 2-0 votes in favor.*

Introduction: Ordinance 2021-28 – Electronic Participation Policy

Ordinance amends Title III, Chapter 31 by adding Section 31.04 regarding Electronic Participation. If a Commissioner cannot be physically present at a meeting, the member may participate by telephone or other electronic means under two limitations: Declaration of Emergency or No emergency as long as at least a quarum of the elected members is present in person at the meeting.

Introduction: Ordinance 2021-28 – Establishing Courthouse Annex Lease Fund

Ordinance establishes a fund for the annex office building lease rental payments that will be paid from Local Income Tax revenues by Montgomery County. The revenues are committed for the rest obligations of the Board under its lease with the Building Corporation.

RESOLUTIONS

Resolution 2021-12: Approving Lease for Courthouse Annex

Resolution approves financing of the acquisition of the project by the Building Corporation and the leasing of the same to Montgomery County. *Commissioner Guard moved to approve the Resolution 2021-12. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.*

Resolution 2021-13: Authoriziung Lease of County Farm, Authorizing Solicitation of Bids, Appointing Appraisers & Approving Form of Lease

Resolution stated that the County Farm should be leased and that the Auditor should publish notice for the soliticitation of bids for leasing the County Farm. Resolution also appoints Building Administrator Marc Bonwell and Assessor Sherri Bentley as appraisers to determine the fair rental value of the County Farm and approve the form lease which is attached to the Resolution. The lease would be awarded in November. The current lease is 3 years, the bidders can propose a different term. *Commissioner Guard moved to approve the Resolution 2021-13. Seconded by Commissioner Frey. Motion passed 2-0 votes in favor.*

OTHER BUSINESS

Commissioner Frey stated, "I appreciate you guys coming in and sorry about the perception. They have always had the commissioners' support. Commissioner Guard stated, "the purpose was for clarity more than anything."

ADJOURNMENT

There being no further business before the Board, *Commissioner Guard moved to adjourn. Commissioner Frey seconded. Motion passed 2-0 votes in favor.*
Meeting adjourned at 8:45 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.
The next regular meeting will be held on Monday, September 13, 2021 @ 8:00 am at the Montgomery County Courthouse.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

_____
John E. Frey, Board President

Attest:

_____
Jennifer Andel, Auditor

Powell Settlement Agreement

Wednesday, September 08, 2021 8:50 AM

RELEASE AND SETTLEMENT AGREEMENT

This *Settlement Agreement* is made and entered into today, _____ 2021 (the *Effective Date*), by and between Daniel E. Powell ("Mr. Powell"), St. Vincent Hospital and Health Care Center, Inc. ("St. Vincent"), and County of Montgomery HSA Plan ("Montgomery HSA") (hereinafter individually a *Party* or collectively, the *Parties*).

RECITALS

1. Whereas, Mr. Powell was involved in a traffic accident on or about April 14, 2019 and, as a result of the accident, received services or otherwise incurred debts owed to St. Vincent and Montgomery HSA;

2. Whereas, Mr. Powell received $25,000 in settlement funds as a result of that accident to which St. Vincent and Montgomery HSA secured appropriate liens;

3. Whereas, after paying attorneys' fees, Mr. Powell's remaining settlement funds total $14,595.44. Mr. Powell filed a *Complaint in Interpleader Action* in the Montgomery County Circuit Court under Cause No. 54C01-2007-MI-000542 requesting the court to distribute those remaining funds to the secured Parties (the *Settled Dispute*);

4. Whereas, Mr. Powell received services or otherwise incurred debts owed to other providers; however, those providers did not pursue debts owed through the above referenced legal action;

5. Whereas the Parties to this *Settlement Agreement* have agreed to distribute those remaining settlement funds amongst themselves as further detailed in this *Settlement Agreement*;

6. No Party to this *Settlement Agreement* has assigned, transferred, or granted, or purported to assign, transfer or grant, any of the claims, demands, or cause or causes of action disposed of by this *Settlement Agreement*, including any claims, demands, or cause or causes of action that could have been asserted;

7. The Parties wish to release one another from any and all claims, causes of action, damages, costs, expenses, and compensation whatsoever, past, present and future, they may have against one another, however arising and of whatsoever kind or character, whether asserted or could have been asserted at any time up to and including the Effective Date of this *Settlement Agreement*;

NOW, THEREFORE, in consideration of the mutual understandings and covenants and the releases contained herein and intending to be legally bound hereby, the Parties hereby voluntarily agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into this *Settlement Agreement*.

2. **Denial of Liability.** This *Settlement Agreement* constitutes the full settlement of disputed claims. Nothing contained in this *Settlement Agreement* shall constitute any admission of liability between the Parties or any admission or renunciation as to the truth of any allegations and each Party expressly denies the allegations or claims of the other.

3. **Settlement Payment.** Within 30 days of the Effective Date of this *Settlement Agreement*, Mr. Powell shall pay St. Vincent $7,000.00 and Montgomery HSA $2,595.00 (the *Settlement Amounts*).

4. **Release of Liability.** In exchange for the *Settlement Amounts* the Parties promise:

4.1. **Mr. Powell**, fully releases St. Vincent and Montgomery HSA and all their known or unknown, past, present, and former members, officers, employees, successors, and agents from liability for any injuries, damages, or costs allegedly incurred by Mr. Powell as a result of, related to, or arising from the claims regarding the *Settled Dispute*.

4.2. **St. Vincent**, fully releases Mr. Powell, and all its known or unknown, present and former members, officers, employees, successors, and agents from liability for any injuries, damages, or costs alleged incurred by St. Vincent as a result of, related to, or arising from the claims regarding the *Settled Dispute*.

4.3. **Montgomery HSA**, fully releases Mr. Powell, and all its known or unknown, present and former members, officers, employees, successors, and agents from liability for any injuries, damages, or costs alleged incurred by Montgomery HSA as a result of, related to, or arising from the claims regarding the *Settled Dispute*.

5. **Consideration.** The Parties agree that the consideration set forth in this *Settlement Agreement* is sufficient, valuable, good, and material consideration.

6. **Agreement Effectuation.** The Parties agree that they will execute any and all documents necessary to effectuate the terms and conditions of this *Settlement Agreement*.

7. **General Representations and Warranties of the Parties.** The Parties represent, warrant, covenant, and acknowledge to each other, in order to induce the other Parties to enter into this *Settlement Agreement*, and the Parties each acknowledge that the other Parties are reasonably relying upon such representations, warranties, covenants, and acknowledgements as a material inducement to execution of this *Settlement Agreement*:

7.1. Mr. Powell, Montgomery HSA, and St. Vincent, and all other persons or entities that could make claims by or through them have not, in whole or in part sold, assigned, transferred, conveyed, or made any other disposition of any cause of action, claim, counterclaim, demand, right, obligation, interest, shares, or damages

released or covered herein;

7.2. Mr. Powell, Montgomery HSA, and St. Vincent represent that, regarding the actions required of them by this *Settlement Agreement*, they collectively have the sole right and exclusive authority to execute this *Settlement Agreement*; and

7.3. Mr. Powell, Montgomery HSA, and St. Vincent each have had a full and fair opportunity to review the terms and conditions of this *Settlement Agreement* and to consult with legal counsel of its choice concerning the legal effect and consequences of entering into this *Settlement Agreement*. This *Settlement Agreement* is entered into by the Parties freely and voluntarily, with and upon advice of counsel.

8. **Cost and Fees.** The Parties shall bear their own costs and fees, including attorney's fees.

9. **Entire Agreement and Assignability**. This *Settlement Agreement* contains the entire agreement between the Parties with regard to the matters set forth herein and shall not be assigned by any Party without written consent from all other Parties. This *Settlement Agreement* replaces and supersedes all prior agreements, understandings, and undertakings with respect to their subject matters, by and among the Parties. This *Settlement Agreement* further supersedes all prior written and oral statements by and among the Parties, and no representation, statement, or condition or warranty not contained in this *Settlement Agreement* will be binding on the Parties or have any force or effect whatsoever.

10. **Knowledge and Understanding**. Each Party acknowledges that such Party has consulted with such Party's own attorney to the extent that the Parties are represented and has had adequate reasonable time to evaluate this *Settlement Agreement*. Each Party further acknowledges that such Party is fully aware of such Party's rights, or has been afforded the opportunity to seek qualified legal counsel relating to each Party's rights, has knowingly and voluntarily waived those rights, and has carefully read and fully understands all the provisions of this *Settlement Agreement*.

11. **Non-Waiver**. The waiver by either Party of a breach or violation of any provision of this *Settlement Agreement* shall not operate as or be construed to be a waiver of any subsequent breach or violation hereof.

12. **Applicable Law and Jurisdiction**. The Parties agree that this *Settlement Agreement* is deemed made and entered into in the State of Indiana and in all respects shall be interpreted, enforced and governed under the laws of the State of Indiana, unless otherwise preempted by federal law and without regard to choice of law or conflicts of law principles.

13. **Venue.** Any action taken by the Parties to enforce, interpret, or determine or declare the rights of the Parties relating to the terms of this *Settlement Agreement* shall be brought and determined in the state or federal courts located in Montgomery County, State of Indiana, and each Party hereby consents to the personal jurisdiction of such courts and waives any objection relating to the lack of personal jurisdiction, improper venue, and/or based on the defense of *forum non-*

conveniens.

14. **Enforcement Fees.** If any lawsuit or action is initiated to interpret or enforce the provisions of this *Settlement Agreement*, to rescind this *Settlement Agreement*, to seek relief as a result of a breach of this *Settlement Agreement*, or otherwise legally or equitably with respect to the subject matter of this *Settlement Agreement*, the Prevailing Party shall be entitled to recover, in addition to costs, reasonable attorneys' fees incurred in the preparation, prosecution, or defense of such lawsuit or action as determined by the court, and if any appeal is taken from such decision, reasonable attorneys' fees as determined on appeal. The term *Prevailing Party* shall include, but not limited to, the circumstance where a Party obtains legal counsel or brings an action against the other Party by reason of that Party's breach or default and obtains substantially the relief sought whether compromise, settlement, or judgment.

15. **Severability**. The sections of this *Settlement Agreement* are severable, and the unenforceability of any section shall not affect the validity or enforceability of such other sections.

16. **Counterparts**. This *Settlement Agreement* may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

17. **Rules of Construction.** Each of the Parties hereto has revised, or requested revisions to, this *Settlement Agreement*. Any ambiguities are not to be resolved against any Party hereto as a drafter of this *Settlement Agreement*. The titles and subheadings of this *Settlement Agreement* are for ease of reference only and are not intended to create or alter the substantive terms of this *Settlement Agreement*.

PLEASE READ CAREFULLY. THE FOREGOING *SETTLEMENT AGREEMENT* AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN.

[Remainder of page intentionally left blank; signatures appear on following page]

DANIEL POWELL

Date: _____

By: _____

Printed: _____

ST. VINCENT HOSPITAL AND HEALTH CARE CENTER, INC

Date: _____

By: _____

Title: _____

Printed: _____

COUNTY OF MONTGOMERY HSA PLAN

Date: _____

By: _____

Title: _____

Printed: _____

Enterprise Truck Lease

Wednesday, September 08, 2021 9:21 AM

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 5853362

Prepared For: County of Montgomery
Lough, Jake

Date 08/25/2021
AE/AM AS6/RR2

Unit #
Year 2022 **Make** Ford **Model** F-250
Series XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW
Vehicle Order Type Ordered **Term** 60 **State** IN **Customer#** 510548

$ 46,892.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** IN
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 300.00		Other: (See Page 2)
$ 5,375.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 41,817.00		Total Capitalized Amount (Delivered Price)
$ 522.71		Depreciation Reserve @ 1.2500%
$ 130.68		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 653.39		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 38.77		Full Maintenance Program [3] Contract Miles 50,000 — OverMileage Charge $ 0.0350 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 38.77		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** IN
$ 692.16		**Total Monthly Rental Including Additional Services**
$ 10,454.40		Reduced Book Value at 60 Months
$ 375.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Marc Bonwell - Building/Zoning
Exterior Color	Oxford White
Interior Color	Medium Earth Gray w/HD Vinyl 40/20/40 Split B
Lic. Plate Type	Government/Municipal
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Montgomery

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Snow Plow	C	$ 10,750.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 10,750.00
Aftermarket Equipment Total		$ 10,750.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	$ 150.00
Courtesy Delivery Fee	C	$ 300.00
Total Other Charges Billed		$ 150.00
Total Other Charges Capitalized		$ 300.00
Other Charges Total		$ 450.00

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 5853362

VEHICLE INFORMATION:

2022 Ford F-250 XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW - US

Series ID: X2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$38,072	$40,075.00
Total Options	$2,675.00	$3,890.00
Destination Charge	$1,695.00	$1,695.00
Total Price	**$42,442.00**	**$45,660.00**

SELECTED COLOR:

Exterior: Z1-Oxford White

Interior: AS-Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
18B	Platform Running Boards	$405.00	$445.00
425	50-State Emissions System	STD	STD
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
473	Snow Plow Prep Package	$228.00	$250.00
525	Steering Wheel-Mounted Cruise Control (LPO)	$214.00	$235.00
52B	Trailer Brake Controller	$245.00	$270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
67D	200 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	$542.00	$595.00
90L	Power Equipment Group	$832.00	$915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
91G	Amber-Wht 360 Deg LED Warn Strobes (Pre-Installed)	$660.00	$725.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
FLADCR	Fleet Advertising Credit	$-865.00	$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TCD	Tires: LT265/70Rx17E OWL A/T	$414.00	$455.00
X37	3.73 Axle Ratio	Included	Included
Z1_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Running Boards: running boards
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote engine start - smart device only
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance

Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:
ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic

MEYER
TRUCK EQUIPMENT

SINCE WE MAKE YOUR TRUCK WORK FOR YOU 1937

5716 E Morgan Ave
Evansville IN 47715
Ph 812-477-5555
Fax 812-477-6578

Quotation

Date: 8/25/2021

Layaway #11620

Name / Address
Enterprise Fleet Management
13425 EASTPOINT CENTRE DRIVE
Louisville, KY 40223
502-479-4720

Rep: Todd
Customer PO# Montgomery County
Terms: net 20

Qty	Item Name	Item Description	Unit Price	Total
1	QUOTE	A new SNOWDOGG EX80 will be installed on truck. The plow is 8' wide and the moldboard is stainless steel. Includes plow shoes, deflector, cutting edge, plow lights, in-cab hand-held controller, etc. A new SHPE1000 electric salt spreader will be installed on truck. The spreader has a 1.0 cu. yds. capacity and is 82.1" long. Includes 200 lbs. vibrator, 2.5" auger with .50 HP motor, and spreader width of up to 30' with .25HP motor. Includes tarp, top screen, tie downs, and remote bearing grease kit. .	$10,750.00	$10,750.00

Quotations are valid for 30 days and subject to change thereafter.

TOTAL:$10,750.0

INSTRUCTIONS: .
Rik Ritter
Montgomery County

Signature _____

Thank you for allowing us to quote!

Blu4 Strategies

Friday, September 10, 2021 8:12 AM

This services agreement (the agreement) is made effective 02/01/2020, by and between Blu4 Strategies (Blu4) and Montgomery County EMA & HS (MEMA), with corporate offices located at 1201 Elmore Street, Crawfordsville, IN 47933.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Blu4 will provide MEMA, with consulting services as mutually agreed upon, to wit: Blu4 will provide evaluation, planning, and exercise consulting as agreed upon with MEMA. All consulting services to be provided hereunder will be referred to as services. The parties may use this agreement for multiple statements of work. Each statement of work must reference this agreement.

1.2 Statements of work will be written documents setting forth at a minimum:

a. A complete, sufficiently detailed description of the types of services to be rendered.

b. The applicable billing rates for the services to be rendered (service fees).

c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the statement(s) of work. Before performing any work associated with any such change, a written change order shall set forth the necessary revisions to the statement(s) of work, and the parties, shall agree in writing that such work constitutes a change from the original statement of work, as amended, and that they further agree to the change provisions set forth in the change order. Each change order shall be numbered serially and executed by Blu4 and MEMA.

1.4 Executive staff of Blu4 and MEMA will review the status of the services, statement(s) of work, change orders, invoices and estimates as may be required. A written status report will be produced regarding the review. Blu4 and MEMA agree to execute and maintain copies of these status reports.

Obligations

2.1 Blu4 will provide other support services as both the company and MEMA subsequently agree.

Services and Fees and Expenses

3.1 MEMA shall be responsible for all service fees as identified in the applicable statement(s) of work (and change orders, as applicable) as those services are provided.

3.2 Blu4 will invoice MEMA for the service fees once per calendar month (on or about the 15th of each month). MEMA agrees to remit full payment to accounts payable promptly upon its receipt of the invoice.

Term and Termination

4.1 This agreement shall commence as of the agreement date above and shall remain in force through 12/01/2022 or completion of the Active Shooter Exercise Series.

Proprietary Rights: Confidential information

5.1 Blu4 agrees that the work products from the services provided to MEMA shall be owned by MEMA. Nothing contained in this section 5.1 shall be construed as prohibiting Blu4 from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for MEMA.

5.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of care, which are at least as protective as those, Blu4 or MEMA, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

6.1 Blu4 warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. MEMA agrees that Blu4's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at Blu4's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of MEMA and Blu4 is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, airmail or e-mail to MEMA or to Blu4 as set forth in the preamble of this agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of IN; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in IN. Blu4 and MEMA agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination

7.8 This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to MEMA MEMA hereby acknowledges that it has not reasonable relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than Blu4. To the extent, if any, that the terms and conditions of MEMA's orders or other correspondence are inconsistent with this agreement, this agreement shall control

IN WITNESS WHEROF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Employer Information
Company name: Montgomery County Emergency Management & Homeland Security
Representative name: Shari Harrington
Job title: Director
Signature: X Date:

Consultant Information
Company name (if applicable): Blu4 Strategies
Consultant name: Mike Kersey
Signature: X Date: 08/11/21

Amendment: This agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the consulting agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by [company name]. Upon termination of this agreement, [consultant name] must return all documentation, equipment or other materials provided by [company name] during the term of this agreement.

Statement of Work

This statement of work is made effective 02/01/2020, by and between Blu4 and MEMA.

Description of Services: Exercise and Planning consultation for Active Shooter Exercise Series

Billing Rate

Hourly rate of $100.00

Estimated total: 317.

(Previously billed hours: 50, remaining hours 267 08/11/2021)

Additional Terms and Conditions:

Estimated completion date: 08/31/2022

This statement of work serves as an exhibit to the services agreement.

Agreed and Accepted:

Company name: Montgomery County Emergency Management & Homeland Security

Representative name: Shari Harrington

Job title: Director

Signature: X Date:

Consulting company name: Blu4 Strategies

Consultant name: Mike Kersey

Signature: X Michael Kersey Date: 08/11/21

Resolution 2021-15

Thursday, September 09, 2021 2:01 PM

Montgomery County Board of Commissioners

Resolution 2021-15

Authorizing Execution of Lease

WHEREAS, the Board of Commissioners of Montgomery County, Indiana ("County") has previously examined and approved a form of lease proposed by the Montgomery County Building Corporation ("Corporation") on August 23, 2021; and

WHEREAS, notice of a hearing on the proposed lease was given by publication in *The Paper of Montgomery County* and the *Journal Review*, newspapers published in the County, and said hearing has been held in accordance with said notice; and

WHEREAS, the lease provides that lease rentals will be payable from an ad valorem property tax levied on all taxable property in the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA, THAT:

Section 1. The proposed Lease with the Montgomery County Building Corporation ("Corporation"), as lessor, provides for a fair and reasonable rental, that the execution of the Lease is necessary and wise, that service to be provided by the leased premises will serve the public purpose of the County and is in the best interests of its residents.

Section 2. The Auditor is authorized and directed to initial and date a copy of the proposed Lease and to place the same in the minute book immediately following the minutes of this meeting and the Lease is made a part of this resolution as fully as if the same were set forth herein.

4823-5905-8938.1

Section 3. The Auditor and the Board are hereby authorized and directed to execute the aforesaid Lease on behalf of the County.

Section 4. It is proper and in the public interest of the residents of the County to ratify the incorporation of the Corporation for the purpose of acquiring a site or sites, constructing, renovating, expanding and equipping governmental buildings, including a building or buildings to be used as a new courthouse annex facility, together with all necessary appurtenances, related improvements and equipment, including acquiring land, existing building or buildings and demolition thereof, constructing, renovating, improving, or expanding the same, leasing governmental facilities, including a building or buildings to be used as a new courthouse annex facility located in the County and leasing it to the County.

Section 5. The Articles of Incorporation and By-Laws of the Corporation, presented to and now before this Board, are hereby ratified and approved.

Section 6. The following have been appointed to serve as the initial directors of the Corporation: Aaron Morgan, James A. Johnson and Greg Morrison.

Passed and adopted this 13th day of September, 2021.

MONTGOMERY COUNTY, INDIANA
BOARD OF COMMISSIONERS

_____
Commissioner

_____
Commissioner

_____
Commissioner

4823-5905-8938.1

ATTEST:

_____
Auditor

4823-5905-8938.1

Courthouse Annex Lease

Thursday, September 09, 2021 8:09 AM

LEASE AGREEMENT

Between

MONTGOMERY COUNTY BUILDING CORPORATION
LESSOR

and

MONTGOMERY COUNTY, INDIANA
LESSEE

Executed this _____ day of _____, 2021.

4843-7638-2966.1

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into this _____ day of _____, 2021, between the MONTGOMERY COUNTY BUILDING CORPORATION, an Indiana corporation ("Lessor"), and MONTGOMERY COUNTY, INDIANA, a political subdivision existing under the laws of the State of Indiana ("Lessee" or "County"),

WITNESSETH THAT:

WHEREAS, the Lessor has been organized under the Indiana Non-Profit Corporation Act of 1991 and in pursuance of the provisions of Indiana Code 5-1-14 and Indiana Code 36-1-10 for the purpose of acquiring a site or sites, constructing, renovating, expanding and equipping governmental buildings, including acquisition of an approximately 40,000 square foot renovated building to be used as a new courthouse annex with approximately 40 offices, meeting rooms and associated amenities, including required surface parking, together with all necessary appurtenances, related improvements and equipment, including acquiring land, existing building or buildings and demolition thereof, constructing, renovating, improving, or expanding the same, leasing governmental facilities, including a building or buildings to be used as a new courthouse annex facility for the County any other reasonably related costs; and

WHEREAS, the annual rentals to be paid under the Lease by the Lessee will be derived from an ad valorem property tax levied on all property taxpayers in the County;

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in the County more particularly described in Exhibit A attached hereto and made a part hereof, and an approximately 40,000 square foot renovated building to be to be used

4843-7638-2966.1

as a new courthouse annex with approximately 40 offices, meeting rooms and associated amenities, including required surface parking, together with all necessary appurtenances, related improvements and equipment to be acquired by Lessor constructed according to plans and specifications prepared by engineers employed by the Lessee ("Leased Premises").

TO HAVE AND TO HOLD the Leased Premises with all rights privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty (20) years, beginning on the date on which the building is acquired and ready for use and occupancy, and ending on the day prior to such date twenty (20) years thereafter. However, the term of this Lease will terminate at the earlier of: (a) the exercise by the Lessee of the option to purchase the Leased Premises and the payment of the option price; or (b) the payment or defeasance of all bonds issued: (i) to finance the cost of the Leased Premises; (ii) to refund such bonds; (iii) to refund such refunding bonds; or (iv) to improve the Leased Premises. The date the Leased Premises are acquired and ready for use and occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such completion, and such endorsement shall be recorded as an addendum to the Lease. The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the above-described real estate, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

1. Rental Payments. The Lessee agrees to pay rental for the Leased Premises at the rate of $440,000 per year during the term of the Lease. The first rental installment shall be due on the day that the Leased Premises are acquired and ready for use and occupancy or July 1, 2022, whichever is later. If the Leased Premises is available later than July 1, 2022, the first

rental payment shall be in an amount calculated at the annual rate from the date of payment to the next January 1 or July 1. Thereafter, rental shall be payable in advance in semiannual installments of $220,000 on January 1 and July 1 of each year. The last semiannual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the annual rate specified above from the date such installment is due to the date of the expiration of this Lease.

All rentals payable under the terms of this Lease shall be paid by the Lessee to the bank selected as Trustee ("Trustee") under the Trust Indenture between it and the Lessor ("Indenture") or to such other bank or trust company as may from time to time succeed such bank as Trustee under the Indenture securing the bonds to be issued by the Lessor to finance the acquisition of the Leased Premises. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder. The bank selected as Trustee shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after selection, and such endorsement shall be recorded as an addendum to this Lease. The date the Leased Premises is acquired and ready for use and occupancy shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after such acquisition, and such endorsement shall be recorded as an addendum to this Lease.

After the sale of the bonds issued to finance the acquisition of the Leased Premises, the annual rental amount provided for in the first paragraph of this Section 2 shall be reduced to an amount equal to the multiple of $1,000 next higher than the sum of principal and interest due on such bonds in each twelve-month period ending on any bond payment date (bond year) plus a maximum of Five Thousand Dollars ($5,000), payable in semiannual installments. Such amount

of reduced annual rental shall be endorsed on this Lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds and such endorsement shall be recorded as an addendum to this Lease.

2. Additional Rental Payments. The Lessee shall pay as further rental for the Leased Premises all taxes and assessments levied against or on account of the Leased Premises and/or the receipt of lease rental payments. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the nonpayment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for Lessor as the amount required to be rebated or paid as a penalty in lieu of rebate to the United States Treasury, after taking into account other available moneys, to prevent the first mortgage bonds issued to finance the acquisition and construction of the Leased Premises from becoming arbitrage obligations under Section 148 of the Internal Revenue Code of 1986, as amended.

3. Abatement of Rent. In the event the Leased Premises shall be partially or totally destroyed, whether by fire or any other casualty, or are taken under the exercise of the power of eminent domain, so as render them unfit, in whole or part, for use or occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the Leased Premises as promptly

as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof or the condemnation proceeds received by the Lessor, whichever is applicable.

If there is in force on the date of partial or total destruction or taking insurance on the Leased Premises and the rental value thereof, in accordance with the provisions of Section 6 hereof, the rent shall be abated for the period during which the Leased Premises or any part thereof are unfit or unavailable for occupancy and shall be in proportion to the percentage of floor area which is unfit or unavailable for occupancy.

4. Maintenance, Alterations and Repairs. The Lessee assumes all responsibility for maintenance, repairs and alterations to the Leased Premises. At the end of the term, Lessee shall deliver the Leased Premises to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. The proceeds of the sale of any personal property shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property on replacement property which replacement property will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. Lessee need not replace worn out or obsolete personal property, but may replace such property at its own expense, and the replacement property shall belong to Lessee.

5. Insurance. Lessee, at its own expense, will, during the full term of the Lease, keep the Leased Premises insured against physical loss or damage, however caused, with such

exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, with good and responsible insurance companies acceptable to Lessor. Such insurance shall be in an amount equal to one hundred percent (100%) of the full replacement cost of the Leased Premises as certified by a registered architect, registered engineer or professional appraisal engineers, selected by the Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this Lease, Lessee will also, at its own expense, maintain rent or rental value insurance in amount equal to the full rental value of the Leased Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. During the full term of this Lease, Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Leased Premises in an amount not less than Three Million Dollars ($3,000,000) on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies.

The proceeds of the public liability insurance required herein (after payment of expenses incurred in the collection of such proceeds) shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds are paid. Such policies shall be for the benefit of persons having an insurable interest in the Leased Premises and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies (or certificates of insurance for each policy) and the certificate of the

architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the building as provided in Section 4 hereof.

6. Eminent Domain. If title to or the temporary use of the Leased Premises, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, any net proceeds received from any award made in such eminent domain proceedings (after payment of expenses incurred in such collection) shall be paid to and held by Lessor.

Such proceeds shall be applied in one or more of the following ways:

(a) The restoration of the Leased Premises to substantially the same condition as it existed prior to the exercise of said power of eminent domain, or

(b) The acquisition, by construction or otherwise, of other improvements suitable for the Lessee's operations on the Leased Premises and which are in furtherance of the purposes of Indiana Code, Title 36, Article 1, Chapter 10 (which improvements shall be deemed a part of the Leased Premises and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby).

Within ninety (90) days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct Lessor in writing as to which of the ways specified in this Section the Lessee elects to have the net proceeds of the condemnation award applied. Any balance of the net proceeds of the award in such eminent domain proceedings not required to be applied for the purposes specified in subsections (a) or (b) above shall be deposited by Lessor in the Sinking Fund held by the Trustee under the Indenture.

Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof and will to the extent it may lawfully do so permit the Lessee to litigate in any such proceedings in its own name or in the name and on behalf of the Lessor. In no event will Lessor voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof without the written consent of the Lessee, which consent shall not be unreasonably withheld.

7. General Covenants. The Lessee shall not assign this Lease or sublet the Leased Premises herein described without the written consent of Lessor. Lessee shall use and maintain the Leased Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities. The Lessee covenants that in any contracts entered into by the Lessee providing for the use of the Leased Premises, which involve the conduct of a separate trade or business, (a) the Leased Premises would be used only (i) by a Governmental Unit within the meaning of Section 141 of the Internal Revenue Code of 1986 or (ii) by non-Governmental Units on the same basis as other members of the general

public or (b) would not in the aggregate result in payments to the Lessee in an amount in excess of 5% of the principal of and interest on the first mortgage bonds issued under the Indenture.

8. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like or lesser term upon the same or like conditions as herein contained, and applicable to the portion of the premises for which the renewal applies, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this Lease.

9. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon sixty (60) days' written notice to Lessor, to purchase the Leased Premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all premiums payable on the redemption thereof and accrued and unpaid interest and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carry charges, legal fees, architects' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee made not less than sixty (60) days prior thereto, the Lessor agrees to furnish an itemized statement setting forth the amount required to be paid by the Lessee on the next rental payment date in order to purchase the Leased Premises in accordance with the preceding paragraph. Upon the exercise of the option to purchase granted herein, Lessor will

upon payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease.

In the event of purchase of the Leased Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all documentary stamps or tax payments required for the transfer of title.

Nothing contained herein shall be construed to provide that Lessee shall be under any obligation to purchase the Leased Premises, or under any obligation in respect to the creditors, members, or security holders of the Lessor.

10. Transfer to Lessee. In the event the Lessee has not exercised its option to renew in accordance with the provisions of Section 9 hereof, and has not exercised its option to purchase the Leased Premises in accordance with the provisions of Section 10 hereof, and upon the full discharge and performance by the Lessee of its obligations under this Lease, the Leased Premises shall thereupon become the absolute property of the Lessee and upon the Lessee's request, Lessor shall execute proper instruments conveying to the Lessee all of Lessor's title thereto.

11. Defaults. If the Lessee shall default (a) in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor; or (b) in the observance of any other covenant, agreement or condition hereof, and such default shall continue for sixty (60) days after written notice to correct the same; then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy; or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Leased Premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

12. Notices. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at the following addresses: (a) to Lessor: Montgomery County Building Corporation, Attention: President, 100 East Main Street, Crawfordsville, Indiana 47933; (b) to Lessee: Montgomery County, Indiana, Attention: Auditor, 100 East Main Street, Crawfordsville, Indiana 47933; (c) to

Trustee: at the address shown on the Addendum referred to in the first paragraph of Section 2 hereof.

Lessor and Lessee may by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

13. Successors or Assigns. All covenants of this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

14. Construction of Covenants. Lessor was organized for the purpose of constructing, renovating and erecting governmental buildings and leasing the same to Lessee under the provisions of Indiana Code, Title 36, Article 1, Chapter 10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and the provisions of said statutes, said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf the day and year first hereinabove written.

MONTGOMERY COUNTY BUILDING CORPORATION

By: _____
President

Attest:

_____
Secretary

LESSEE

BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

(Seal)
Attest:

By: _____
Auditor

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Montgomery County Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2021.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

My Commission Number:

_____

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Frey, Jim Fulwider, Dan Guard and Jennifer Andel, personally known to me to be the Board of Commissioners and Auditor, respectively, of Montgomery County, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said County.

WITNESS my hand and notarial seal this _____ day of _____, 2021.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

My Commission Number:

_____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Lisa A. Lee*

This instrument was prepared by Lisa A. Lee, Ice Miller, LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

ADDENDUM #1 TO LEASE

Between Montgomery County Building Corporation
and
Montgomery County, Indiana
Executed on _____, 2021

WHEREAS, the Montgomery County Building Corporation ("Corporation"), an Indiana corporation, entered into a lease with Montgomery County, Indiana, dated _____, 2021; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the name of the financial institution selected to serve as Trustee under the Trust Indenture between it and the Corporation; and

WHEREAS, the amount to be added to the sum of the principal of and interest in each twelve-month period ending on any bond payment date shall be ____ Thousand ____ Dollars ($_____), payable in semiannual installments; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the reduced rental; now therefore;

IT IS HEREBY CERTIFIED AND STIPULATED by all of the undersigned that the financial institution selected by the Corporation to be the Trustee under the Trust Indenture between it and the Corporation is _____, and its address for notices is Attention: Corporate Trust Department, _____, _____, _____ ____.

IT IS HEREBY FURTHER CERTIFIED AND STIPULATED by all of the undersigned that the sum of principal and interest due in each calendar year, the reduced annual rental, and the semiannual installments are attached as Exhibit A.

4843-7638-2966.1

Executed this ___ day of _____, 2021.

MONTGOMERY COUNTY BUILDING CORPORATION

By: _____
President

Attest:

_____
Secretary

BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY, INDIANA

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

(Seal)

Attest:

_____
Auditor

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Montgomery County Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2021.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

My Commission Number:

_____

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Frey, Jim Fulwider, Dan Guard and Jennifer Andel, personally known to me to be the Board of Commissioners and Auditor, respectively, of Montgomery County, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said County.

WITNESS my hand and notarial seal this ____ day of _____, 2021.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

My Commission Number:

_____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Lisa A. Lee*

This instrument was prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

ADDENDUM #2 TO LEASE

Between Montgomery County Building Corporation
and
Montgomery County, Indiana
Executed on _____, 20__

WHEREAS, the Montgomery County Building Corporation, an Indiana corporation, entered into a lease with Montgomery County, Indiana, dated _____, 2021, which lease was recorded on _____, 2021, in the Office of the Recorder of Montgomery County, Indiana, as Document Number _____; and

WHEREAS, it is provided in Section 1 of said lease that the date the building is acquired and ready for use and occupancy shall be endorsed thereon by the parties thereto; now therefore;

IT IS HEREBY FURTHER CERTIFIED AND STIPULATED by all of the undersigned that the building is acquired and ready for occupancy on this _____ day of _____, 2021.

Executed this _____ day of _____, 2021.

LESSOR

MONTGOMERY COUNTY BUILDING CORPORATION

By:_____
President

Attest:

_____
Secretary

4843-7638-2966.1

LESSEE

BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

(Seal)

Attest:

By: _____
Auditor

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary, respectively, of the Montgomery County Building Corporation, and acknowledged the execution of the foregoing Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 2021.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

My Commission Number:

_____

STATE OF INDIANA)
) SS:
COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Frey, Jim Fulwider, Dan Guard and Jennifer Andel, personally known to me to be the Board of Commissioners and Auditor, respectively, of Montgomery County, Indiana, and acknowledged the execution of the foregoing Lease for and on behalf of said County.

WITNESS my hand and notarial seal this _____ day of _____, 2021.

_____
(Written Signature)

_____
(Printed Name)

(Seal)

Notary Public

My Commission Expires: My County of Residence:

_____ _____

My Commission Number:

_____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Lisa A. Lee*

This instrument was prepared by Lisa A. Lee, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

Change Order - Bridge 79

Thursday, September 09, 2021 8:04 AM

FORM 1063 REV 05-02-21

MONTGOMERY COUNTY

Date: August 24, 2021

CHANGE ORDER

Project No. Bridge 79 Contract No.

Project Description: Montgomery County Bridge 79 Change Order No. 2

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. (Give location, description and reason)

Change Order #2 is to remove and replace the existing concrete drive located at the Keefer residence, 64+17 left.
The Keefer's have a fifth wheel travel trailer and the support jacks on the rear will only rasie to approximately 8 inches above the ground, not allowing enough clearance for the rear jacks to clear the steeper concrete drive approach. The drive approach is steeper than original, due to the new roadway grade being raised in the superelevatio
Item 36 - 19' x 32' of additional concrete to replace the driveway to allow camper access with flatter slope.
EW item 73 - lumpsum price to remove the existing driveway and place 6" of #53 stone and compact for new driveway.
EW item 74 - lumpsum price to finish grade around the new driveway.

** See attachments for additional details and justification (cross section and photo)*

ITEM NO.	DESCRIPTION OF ITEM	UNIT	UNIT PRICE	INCREASE QUANTITY	INCREASE AMOUNT	DECREASE QUANTITY	DECREASE AMOUNT	% CHANGE THIS C.O.	% CHANGE TO DATE
36	PCCP FOR APPROACHES, 6 INCH	SYD	$65.00	67.6	$4,394.00			33	33
EW73	REMOVE CONCRETE DRIVE/PLACE #53 STONE	LS	$4,710.00	1	$4,710.00			100	100
EW74	FINISH GRADE AROUND NEW DRIVEWAY	LS	$908.00	1	$908.00			100	100
	PLACE EW FOR EXTRA WORK ITEMS PLACE FA FOR FORCE ACCOUNT ITEMS		TOTALS		$10,012.00				
			NET	INCREASED					
					ESTIMATED COST **$10,012.00**				

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order		$ 1,490,329.00
Contract Sum will be increased/~~decreased~~ by this Change Order		$ 10,012.00
New Contract Sum including this Change Order		$ 1,500,341.00
Percent of total Change Orders to Original Contract Sum		17.16%
Contract Time Prior to this Change Order	150/300	Calendar Days
	-	Final Completion Date
Net increased/decreased resulting from this Change Order	0	Days
Current Contract Time including this Change Order		Substantial Completion Date
	150/300	Revised Calendar Days

The Above Changes Are Recommended :	The Above Changes Are Accepted:	Approved:
United Consulting	Milestone Contractors, LP	Montgomery County
Engineer	Contractor	Owner
8440 Allison Pointe Blvd	PO Box 933030	110 W South Blvd
Address	Address	Address
Indpls. IN 46250	Cleveland, OH 44193	Crawfordsville, IN 47933
City/State/Zip	City/State/Zip	City/State/Zip
By Brian N. Miller	By	By
Phone 317-502-4246	Phone	Phone
Date 8/24/21	Date	Date

MILESTONE CONTRACTORS, L.P.

Time & Material Work Agreement
(See back for terms and conditions.)

MCLP #: _____

CUSTOMER NO.: _____

DATE: _____

DESCRIPTION/SCOPE OF WORK: Bridge 79 - Finish Grade Around New Drive

ADDRESS/LOCATION

JOB NO.:

DATE EFFECTIVE: **April 1, 2020 to March 31, 2021**

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

EQUIPMENT (OPERATOR NOT INCLUDED)

DESCRIPTION	HOURLY RATE	HOURS USED	TOTAL ($)
ASPHALT PAVER 8'	$230.00		$0.00
ASPHALT PAVER 10'	$280.00		$0.00
DISTRIBUTOR	$125.00		$0.00
BACKHOE	$70.00		$0.00
SCRAPER 613	$145.00		$0.00
EXCAVATOR LARGE	$225.00		$0.00
EXCAVATOR MEDIUM	$155.00		$0.00
EXCAVATOR SMALL	$97.50		$0.00
DOZER MEDIUM	$97.50		$0.00
DOZER SMALL	$85.00		$0.00
GRADER LARGE	$110.00		$0.00
GRADER SMALL	$60.00		$0.00
RUBBER TIRE LOADER	$98.00		$0.00
WHEEL TRACTOR	$65.00		$0.00
STATIC ROLLER	$45.00		$0.00
ROLLER VIBRATORY ASPHALT	$110.00		$0.00
ROLLER VIBRATORY DIRT	$85.00		$0.00
ROLLER SHEEPSFOOT 815	$155.00		$0.00
LOWBOY TRACTOR & TRAILER	$110.00		$0.00
WATER TRUCK	$85.00		$0.00
SINGLE AXLE FLATBED	$60.00		$0.00
WALK/HAND CONCRETE SAW	$30.00		$0.00
AIR COMPRESSOR/ATTACHMENTS	$40.00		$0.00
GRINDER ATTACHMENTS	$50.00		$0.00
MTL/SKID STEER	$75.00	2.00	$150.00
PICKUP TRUCK	$40.00		$0.00
POWER BROOMS	$55.00		$0.00
SIDE PAVER	$140.00		$0.00
VacALL SWEEPER TRUCK	$145.00		$0.00
	Rental Equipment See Note (i)		
	Rental Equipment See Note (i)		

LABOR

	STRAIGHT TIME		TIME + 1/2		DBL. TIME		
	RATE	HR	RATE	HR	RATE	HR	TOTAL ($)
LABORER	$76.00	2.00	$97.00		$118.00		$152.00
OPERATOR	$100.00	2.00	$130.00		$160.00		$200.00
TEAMSTER	$85.00		$111.00		$136.00		$0.00
CARPENTER	$92.00		$116.00		$139.00		$0.00
MECHANIC	$100.00		$130.00		$160.00		$0.00
FOREMAN	$78.00	2.00	$99.00		$121.00		$156.00
SUPERINTENDENT	$94.00		$128.00		$162.00		$0.00
HRLY SUPERINTENDEN	$99.00		$130.00		$162.00		$0.00

MATERIALS & SUPPLIES

	QUANTITY	UNIT	PRICE ($)	TOTAL ($)
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

TRUCKING CO.

	HOURS	# OF TRUCKS	TOTAL ($)
	2.00		$250.00

SUBCONTRACTORS (Items of work performed)

	TOTAL ($)

Milestone Contractors, L.P.

By: _____

Printed: _____

Title: _____

Owners Authorized Representative

By: _____

Printed: _____

Title: _____

Time & Material #: _____

Total: **$908.00**

Revision: (04/1/13)

Office Copy - White Owner Copy - Yellow MCLP Superintendent Copy - Pink

MILESTONE CONTRACTORS, L.P.

Time & Material Work Agreement
(See back for terms and conditions.)

MCLP #: _____

CUSTOMER NO.: _____

DATE: _____

DESCRIPTION/SCOPE OF WORK: Bridge 79 - Remove Drive / Place Stone

ADDRESS/LOCATION

JOB NO.:

DATE EFFECTIVE: **April 1, 2020 to March 31, 2021**

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

EQUIPMENT (OPERATOR NOT INCLUDED)

DESCRIPTION	HOURLY RATE	HOURS USED	TOTAL ($)
ASPHALT PAVER 8'	$230.00		$0.00
ASPHALT PAVER 10'	$280.00		$0.00
DISTRIBUTOR	$125.00		$0.00
BACKHOE	$70.00		$0.00
SCRAPER 613	$145.00		$0.00
EXCAVATOR LARGE	$225.00		$0.00
EXCAVATOR MEDIUM	$155.00	5.00	$775.00
EXCAVATOR SMALL	$97.50		$0.00
DOZER MEDIUM	$97.50		$0.00
DOZER SMALL	$85.00		$0.00
GRADER LARGE	$110.00		$0.00
GRADER SMALL	$60.00		$0.00
RUBBER TIRE LOADER	$98.00		$0.00
WHEEL TRACTOR	$65.00		$0.00
STATIC ROLLER	$45.00		$0.00
ROLLER VIBRATORY ASPHALT	$110.00		$0.00
ROLLER VIBRATORY DIRT	$85.00		$0.00
ROLLER SHEEPSFOOT 815	$155.00		$0.00
LOWBOY TRACTOR & TRAILER	$110.00		$0.00
WATER TRUCK	$85.00		$0.00
SINGLE AXLE FLATBED	$60.00		$0.00
WALK/HAND CONCRETE SAW	$30.00		$0.00
AIR COMPRESSOR/ATTACHMENTS	$40.00		$0.00
GRINDER ATTACHMENTS	$50.00		$0.00
MTL/SKID STEER	$75.00	5.00	$375.00
PICKUP TRUCK	$40.00		$0.00
POWER BROOMS	$55.00		$0.00
SIDE PAVER	$140.00		$0.00
VacALL SWEEPER TRUCK	$145.00		$0.00
	Rental Equipment See Note (i)		
	Rental Equipment See Note (i)		

LABOR

	STRAIGHT TIME		TIME + 1/2		DBL. TIME		
	RATE	HR	RATE	HR	RATE	HR	TOTAL ($)
LABORER	$76.00	5.00	$97.00		$118.00		$380.00
OPERATOR	$100.00	10.00	$130.00		$160.00		$1,000.00
TEAMSTER	$85.00		$111.00		$136.00		$0.00
CARPENTER	$92.00		$116.00		$139.00		$0.00
MECHANIC	$100.00		$130.00		$160.00		$0.00
FOREMAN	$78.00	5.00	$99.00		$121.00		$390.00
SUPERINTENDENT	$94.00		$128.00		$162.00		$0.00
HRLY SUPERINTENDEN	$99.00		$130.00		$162.00		$0.00

MATERIALS & SUPPLIES

	QUANTITY	UNIT	PRICE ($)	TOTAL ($)
#53 Stone Base	30	ton	$ 18.00	$540.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

TRUCKING CO.

	HOURS	# OF TRUCKS	TOTAL ($)
	10.00		$1,250.00

SUBCONTRACTORS (Items of work performed)

	TOTAL ($)

Milestone Contractors, L.P.

By:

Printed:

Title:

Owners Authorized Representative

By:

Printed:

Title:

Time & Material #: _____

Total: **$4,710.00**

Revision: (04/1/13)

Office Copy - White Owner Copy - Yellow MCLP Superintendent Copy - Pink

Final: Ord 2021-29

Thursday, September 02, 2021 9:02 AM

Final: Ord 2021-28

Thursday, September 02, 2021 9:02 AM

Intro: Ord 2021-30

Wednesday, September 08, 2021 2:41 PM

Montgomery County Board of Commissioners

Ordinance 2021 – 30

Adopting a Supplemental Workplace Injury Leave

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

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

Whereas, employees who are either injured during the course of their employment or become ill because of a workplace condition may receive workers compensation benefits which are less than their full compensation from the County government; and

Whereas, the Montgomery County Board of Commissioners desires to provide for employees who are injured or who become ill because of a work condition with a supplemental benefit which will allow such employees to receive their full compensation; and

Whereas, Montgomery County Board of Commissioners finds that it is in the best interest of the County, and its employees, to adopt a supplement injury leave policy.

Therefore, it is ordained that a new section, § 36.37, shall be added to the Montgomery County Code Book this new section will read as follows:

"§ 36.37 Supplemental Workplace Injury or Occupational Disease Leave

(A) Leave: If an employee is unable to work because either (1) the employee was injured by accident arising out of and in the course of the employee's employment or (2) the employee suffers from a disease or illness that arises out of and in the course of employment, the employee is eligible for supplemental workplace injury or occupational disease leave, unless one or more exceptions apply.

(B) Compensation While on Leave: This leave is paid leave for up to fifty-two (52) weeks and is equal to the difference between the employee's maximum average weekly wage and the amount of benefits, if any, received by the employee under the Indiana Worker's Compensation Act or the Indiana Occupational Disease Act. For purposes of this section, the term "maximum average weekly wage" means the earnings of the employee for the period of time 52 weeks immediately prior to the injury divided by 52. If the employee has not been employed 52 weeks, the maximum average weekly wage is the earnings of the employee for the period of time which the employee has been employed divided by the number of weeks of employment with the County.

(C) Ineligibility. An employee is not eligible for this leave if the injury or disease is the result of a self-inflicted injury or disease, intoxication, commission of an offense, knowing failure to use a safety device, knowing failure to obey a reasonable written rule of the employer that has been disseminated or posted in the place of work, or knowing failure to perform any statutory duty.

(D) Applying for Leave. In order the apply for this leave, the employee must:

1. promptly report to the employer the injury or disease and apply for the leave in writing, using the form prescribed; and
2. submit to employer-provided treatment and/or examination.

(E) Determination of Leave Benefit. When an employee applies for this leave, the Department Head will make a determination of eligibility and notify the employee of this determination in writing within seven (7) days. If the employee is eligible, the Department Head will also notify the employee of the amount of the benefit, complete the timesheet for the

employee indicating the award of supplemental leave, and process all information and deliver the same to the Auditor for payroll purposes.

(F) Right to Appeal. If an employee disagrees with a determination by the Department Head, the employee may appeal that determination to the Board of County Commissioners. All appeals must be in writing and delivered to the County Administrator within ten (10) days of the employee's receipt of notice of the determination. Upon receipt of the appeal, the County Administrator will notify the Board of County Commissioners and schedule a hearing on the appeal. The County Administrator will provide to the employee notice of the hearing at least 10 days prior to the hearing.

(G) Appeal Hearing. At any appeal hearing, both the employee and the Department Head will be allowed to present evidence to the Board. The employee has the right to call witnesses to testify in support of the appeal, the right to confront and cross examine witnesses, and the right to be represented by an attorney.

(H) Appeal Determination. After hearing the evidence, the Board will make a written determination either that (1) the appeal is granted and the leave awarded or (2) the appeal is denied. This determination must be made within ten (10) days of the hearing. The decision of the Board is final.

(I) Obligations of Employee While on Leave. While on this leave, the employee has an obligation to

1. provide to the Department Head information regarding the employee's condition, progress, diagnosis, treatment and return to work;

2. consent to and execute forms necessary to allow the employer to obtain medical information from the employee's medical care provider;

3. accept suitable employment requested by the employer;

4. return to work when released to do so by the employee's medical provider;

5. comply with reasonable requests by employer for meetings, conferences and other dialogue regarding a return-to-work plan.

(J) Termination of Leave. The leave terminates when:

1. the employee has received paid supplemental leave under this section for a period of 52 weeks;

2. the employee has refused to consent to the release of medical information to the employer;

3. the employee has refused to cooperate with the employer to develop a return-to-work plan;

4. the employee has failed to meet his or her obligations under this policy;

5. the employee is able to return to work but refuses to do so;

6. the employee is unable to return to work for reasons unrelated to the employee's workplace injury or illness; or

7. the employee has died.

(K) Not Concurrent Leave. When an employee is awarded this leave, the leave does not count as sick leave, paid-time-off, or any other leave. This leave does not count for purposes of determining an entitlement for overtime or compensatory time off."

It is further ordained that a new section, § 6.12, of the Montgomery County Employee Handbook shall be added and this new section shall read in accordance with § 36.37 of the Montgomery County Code Book and as detailed herein.

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

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

Ordained this ____ day of August, 2021.

Montgomery County Board of Commissioners:

_____
John Frey, President

_____
James D. Fulwider, Vice President

_____
Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

Intro: Ord 2021-31

Wednesday, September 08, 2021 2:44 PM

Montgomery County Board of Commissioners

Ordinance 2021- 31

An Ordinance Amending the County's Right-of-Way Policies

WHEREAS, the Board of Commissioners periodically reviews County policies in order to manage risk related to providing government services, provide for ease of administration in policies, and make technical corrections; and

WHEREAS, the County Highway Director and County Engineer have recommended that the Board provide for a permit procedure and relocation procedure which govern the County's rights-of-way; and

WHEREAS, based upon these recommendations, the Board now finds that Section 90.01 of the County Code should be amended in order to provide for these regulations; and

WHEREAS, the Board finds that the proposed amendment to Section 90.01 furthers the County's interests, is in the best interests of the citizens of Montgomery County, and should be approved.

NOW, THEREFORE, IT IS ORDAINED by the Montgomery County Board of Commissioners that section 90.01 in the County Code should be amended to read as follows:

"§90.01 COUNTY ROADS AND RIGHTS-OF-WAY

~~(A) The purpose of this section is to establish procedures for obtaining permission to use any part of the right-of-way of the roads of the County for laying pipe or cable or to cross any of the roads with pipe or cable. (1982 Code §5-84-1).~~

~~(B) (1) Any person or corporation wishing to use any part of the right-of-way or cross any roads to lay pipe or cable shall obtain permission in writing from the County Highway Department using the form as set out by the County. (1982 Code §5-81-2)~~

(A) **DEFINITIONS.**

For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(1) ***EXCAVATION AND CONSTRUCTION.*** Installation, repair, and replacement of driveways, curbs, and sidewalks; the installation, repair, and replacement of all public utilities and other utilities, and other projects involving construction activities over, upon, or beneath county roads, alleys and public ways in the unincorporated area of Montgomery County.

(2) MINOR REPAIRS. Work personally performed by property owners to existing sidewalks or driveways located on public streets abutting their property. Minor repairs may include crack repair, removal and replacement of existing driveways to the same line and grade, or resurfacing. Minor repairs exclude any street curb cut work.

(3) ***PUBLIC ROADS.*** All public roads, streets, alleys, public ways and public rights-of-way in the unincorporated area of Montgomery County, Indiana.

(4) ROUTINE MAINTENANCE. Periodic repair or replacement of utilities or physical components within or adjacent to the public road, Routine maintenance excludes any street curb cut work.

(5) ***ROAD CURB CUT WORK.*** Work done to or through the actual street surface or curb and gutter section.

(B) **PERMITS.**

(1) *Permit required.* All excavation, construction, and road curb cut work on public roads in the unincorporated areas of the County shall require a permit issued by the County Highway Department upon application of the property owner, licensed contractor or utility performing the work.

(2) *Procedure.* Any person required to obtain a permit must apply for such a permit at the County Highway Department and pay the applicable permit fee.

(3) *Emergencies.* In an emergency involving a risk to public health or safety, construction or excavation may be commenced without a permit provided the person or entity performing the work has made a reasonable effort to inform the County Highway Department and any utility whose facilities might be involved, and shall make written application for a permit at the beginning of the next business day.

(4) *Work commenced without a permit.* Work commenced without a permit, or adherence to this section's emergency provisions, will ~~may~~ result in the imposition of fines for each day the work is undertaken or a public road is left in disrepair as a result of work done without a permit.

(5) *Fees.* All applicants for permits, except those for minor repairs, routine maintenance, entities exempted by a written municipal agreement, for residential driveways, and initial installation of public improvements within new subdivisions, shall pay a permit fee. The fees are:

(a) for a non-residential driveway cut on a paved road is $100, and the permit holder must provide a performance bond, in a form acceptable to Montgomery County in the amount of $2,500;

(b) for the placement, relocation or removal of utility poles and overhead lines is $100 per 1,000 lineal feet, and the permit holder must provide a performance bond, in a form acceptable to Montgomery County, in the amount of $5,000;

(c) for subdivision entrance permits:

(i) for 20 or fewer lots, the fee is $100;

(ii) for 21 to 40 lots, the fee is $200;

(iii) for 41 or more lots, the fee is $300.

Fees must be submitted with the application for the permit.

. ~~as authorized by the Board of Commissioners by ordinance. A base permit fee shall be required for any excavation or construction necessary for a single connection, a single driveway and adjoining sidewalk, or a cut for installing facilities, not exceeding 100 linear feet on public streets. The permit fees for excavation and construction of projects exceeding 100 linear feet will consist of the base permit fee plus an additional fee for each linear foot of excavation and construction in excess of 100 linear feet.~~

(6) *Duration of the permits.* All permits shall expire within 1 year of the date of issuance. Once work is commenced, it must be completed withing 30 days. If a longer period of time is needed, the permit holder may request that the Highway Director extend the work period for up to an additional 30 days. ~~30 days of the commencement of the work authorized by the permit, unless a longer period of time, not exceeding 60 days, has been requested at the time of the~~

~~permit issuance. The County highway Director may extend a permit beyond its original term for up to 60 days, if applicant can demonstrate the need for additional time to complete the work.~~

(C) **OTHER REQUIREMENTS.**

(1) *Bond requirement.* A bond will be provided to the County to assure the proper repair of the public road before commencement of the work or immediately thereafter in the case of an emergency. The amount of the bond will be determined by the County Highway Director based upon the work to be performed and the cost of remediation if the applicant fails to perform.

(2) *Public safety precautions.* "Road Closed" and/or "Work Ahead" signs must properly mark the work site. Barricades and flaggers (if necessary) must separate exposed work from vehicle and pedestrian traffic. No trenches are to be left open overnight. All traffic control measures must comply with the *Manual on Uniform Traffic Control Devices for Streets and Highways*, published by the U.S. Department of Transportation.

(3) *Responsibility for maintenance.* It shall be the responsibility of the person or entity issued a permit to make sure that the public roads in or on which they perform work are properly repaired at the completion of the work and that particular places where the work was done are kept in good condition for a period of three years after the completion of the work. If the permit holder fails to perform proper repairs or maintenance for the three-year period, the County may perform any repair or maintenance work and bill the permit holder.

(4) *Additional rules and regulations.* The County Highway Department may adopt excavation specifications standards and rules for the making of cuts, for related matters involving excavations and restoration of pavements or surfacing.

(5) Flowable Fill. Flowable fill is required for excavation at depths of six feet or more.

(D) *Relocation of public utilities.*

1. Purpose. The County is authorized by Indiana law to manage and regulate the rights-of-way of its public roads. The purpose of this section is to establish a procedure for road improvement projects that involve the relocation of utility facilities by providing for the exchange of information and the implementation of their respective responsibilities among the County, utilities, and the contractors.

2. Applicability.

a. This section applies to improvement projects by Montgomery County for which is paid solely from local funds.

b. This section does apply to public highways improvements projects conducted by the Indiana Department of Transportation ("INDOT") or its designee or for improvement projects for which Montgomery County received federal funding. In these events, the INDOT regulations in 105 IAC 13 shall be used

between the parties.

3. *Definitions*.

a. "Compensable work" means facility relocation for which Montgomery County will reimburse the utility under Indiana law.

b. "Contractor" means the person or entity that enters into a contract with Montgomery County for an improvement project.

c. "Day" means any calendar day of the year. If more than one (1) day, the term includes any consecutive day or days of any year or years.

d. "Facility" shall include all privately, municipally, publicly, or cooperatively owned systems for supplying communications, power, light, heat, electricity, gas, water, pipeline, sewer, sewage disposal, drain or the like service, directly or indirectly, to the public. The term includes, but is not limited to, cable television systems.

e. "Facility relocation" means any activity involving a facility that is needed for an improvement project including, but not limited to, abandoning, altering, deactivating. Installing, maintaining, modifying, moving, removing and/or supporting.

f. "Highway" means any roadway under the jurisdiction of Montgomery County or where an improvement project is planned.

g. "Improvement project" means the construction, reconstruction, rehabilitation, and process incidental to building, fabricating, or bettering any of the following:

(i) Projects within the unincorporated areas of Montgomery County that the County is required by statute to build and maintain.
(ii) A local project administered by Montgomery County including but not limited to road projects and road-related projects.

The term does not include routine maintenance.

h. "Major project" means an improvement project that due to scope or complexity, involves a long-term design process of more than twelve (12) months or is otherwise designated by Montgomery County as a major project.

i. "Minor project" means an improvement project that due to scope or complexity, involves a short-term design process of less than twelve (12) months or is otherwise designated by Montgomery County as a minor project.

j. "Project plan" means the plans for the improvement project suitable for the design of facility relocation that Montgomery County sends to the utility.

k. "Utility" means the owner of a facility.

l. "Work plan" means a plan of the utility to carry out facility relocation to accommodate an improvement project.

4. Identification and Notification.

a. Montgomery County shall send by U.S. certified mail to the identified utility an initial notice of the proposed improvement project. A notice shall include the following:

i. The name or route number, or both, of the highway.
ii. The geographical limits of the improvement project.
iii. A general description of the work to be done.
iv. The anticipated date an approved work plan will be needed.
v. The anticipated ready for contract date of the improvement project.
vi. The name of the designer and other contact information, if available.
vii. Montgomery County's determination of whether the project is major or minor.

Montgomery County shall inform the utility of the latest anticipated dates with each notice.

b. Within thirty (30) days after receiving the initial notice, the utility shall respond in writing to Montgomery County with a:

i. description of the type and location of its facilities within the geographical limits of the proposed improvement project; or
ii. statement that the utility has no facilities within the geographical limits of the improvement project.
iii. Montgomery County will list the utilities and identify the locations of all facilities identified on one (1) or more plan sheets

5. Verification of Existing Facilities.

a. Montgomery County shall send by certified mail to each utility a copy of the plan sheets that shows all existing facilities known to Montgomery County that are within the right-of-way of the improvement project or the geographical limits of the improvement project.

b. Each utility shall do the following within thirty (30) days of receiving the plan sheets:

i. Review the accuracy of the plan as to the location of its existing facilities.
ii. Declare in writing to Montgomery County whether the information is accurate or inaccurate.
iii. Detail in writing to Montgomery County any inaccuracies in the information.

Failure to reply within the allotted time shall be deemed verification that the information is accurate.

6. Work Plan Development.

a. In conjunction with the mailing the plans sheet(s), Montgomery County will send by mail preliminary project plans to the involved utilities. After receiving the preliminary project plans, each utility shall do the following:

i. Review the preliminary project plans.

ii. Declare in writing to Montgomery County whether there are or are not conflicts between its facilities and the improvement project.

iii. Detail in writing to Montgomery County any conflicts between its facilities and the proposed improvement project within:

(A) thirty (30) days for minor projects; or

(B) sixty (60) days for major projects.

b. Failure to reply within the allotted time shall be deemed an indication of no conflicts. In the event of conflicts, the utility may recommend design changes for the improvement project to minimize utility costs or delays. Montgomery County will review the recommended changes and implement the changes where appropriate.

c. After completion of the preliminary project plan development, Montgomery County will proceed with the development of final project plans for the improvement project. The County shall send by mail to the utility a copy of the preliminary final project plans for the improvement project, generally before those plans are complete, but which shall have sufficient detail to allow the preparation of the utility work plan. The utility shall use the preliminary final project plans to develop and provide to the County its work plan. A work plan shall be submitted:

i. whether or not any facility relocations are required; and

ii. within:

(A) sixty (60) days after receiving the preliminary final project plans for a minor project; and

(B) one hundred twenty (120) days after receiving the preliminary final project plans for a major project.

If a utility or the County determines there is a potential for conflict between work plans, the County will schedule a meeting. The County and the affected utilities will attend to coordinate the work. An additional thirty (30) days will be allowed to furnish the work plan if coordination is required with another utility or utilities. Additional time may be allowed by the department for unusually complex or extensive facility relocations, but not more than one hundred eighty (180) days.

d. The work plan shall include the following:

i. A narrative description of the facility relocation that will be required.

ii. A statement whether the facility relocation is or is not dependent on work:

(A) to be done by:

(1) another utility; or

(2) the County or contractor; or

(B) on the acquisition of additional right-of-way;

with a description of that work.

iii. A statement whether the utility is or is not willing to allow the contractor to do the required work as part of the highway contract.

iv. The:

1. earliest date when the utility could begin to implement the work plan; and
2. number of days to complete the required work.

v. The expected lead time in days to:

1. obtain any required permits;
2. obtain materials;
3. schedule work crews; and
4. obtain the necessary additional right-of-way.

vi. A drawing of sufficient detail and scale to show the proposed location of the facility relocation.

e. For work that the utility is believes it is entitled to be compensated by the County, the work plan shall also include a cost estimate for the facility relocation including appropriate credits for betterments and documentation of easements and compensable land rights.

f. Montgomery County shall review the work plan to ensure that it:

i. is compatible with:

1. County permit requirements;
2. the project plans;
3. the construction schedule; and
4. other utility relocation work plans; and

ii. has a reasonable:

1. relocation scheme; and
2. cost for compensable work.

g. If the work plan submitted by the utility is not compatible or reasonable, the County shall notify the utility by mail as soon as practicable. The utility shall submit a revised work plan within thirty (30) days of receipt of the notification by the County. The County shall review the revised work plan, and, if the work plan is still not compatible or reasonable, the County will prepare an alternative work plan for submission to the utility. Within thirty (30) days of receipt by the utility of the alternative work plan, the utility may accept the alternative work plan or request, in writing, specific changes. The County shall review any requested changes to the alternative work plan. The County shall adopt a final work plan that considers the interests of the utility, contractor, and public, to ensure safety and reliability of the utility facilities and the highway and avoid the imposition of unnecessary and unreasonable costs. The final work plan adopted by the County will be the approved work plan; and

h. A highway utility agreement, if required, shall be executed at this time.

i. The County shall notify the utility by mail as soon as practicable when the final work plan is approved.

(2) Construction.

a. Montgomery County shall notify the utility by mail not less than thirty (30) days before the utility is required to begin the implementation of the approved work plan. The utility shall acknowledge the notification by mail within fifteen (15) days.

b. Montgomery County will include or reference a copy of each approved work plan in the highway contract.

c. If an approved work plan is dependent on work by the contractor, the contractor shall do the following:

   i. Provide Montgomery County and the utility a good faith notice not less than fifteen (15) days before the contractor's work is expected to be complete and ready for the utility to implement its work plan.

   ii. Follow up with a confirmation notice to the County and the utility not less than five (5) days before the contractor's work will be complete so that the utility may implement the work plan.

d. The utility shall notify Montgomery County and contractor, if identified, as follows:

   i. At least five (5) days before beginning fieldwork within the right-of-way.

   ii. When the work is complete.

(3) Work Revision Plans.

a. If, before the letting date of the improvement project, the project plan is revised so that additional facility relocation work is found necessary,

   i. Montgomery County shall:

      1. furnish to the utility the revised project plan; and

      2. identify to the utility the revisions within the project plan; and

   ii. The utility shall provide to Montgomery County a revised work plan, except that the time allowed for the utility to submit the revised work plan after receiving the revised project plan shall not exceed sixty (60) days.

b. If, after the letting date of the improvement project, additional facility relocation is found necessary, Montgomery County shall notify the utility to prepare an expedited work plan as soon as practicable for submission to the County.

(4) Responsibilities.

a. The utility, contractor, and Montgomery County shall perform the duties imposed by the approved work plan and contract within the time frames specified.

b. Factors that shall excuse a utility from meeting the schedule in its approved work plan include the following:

   i. The facility relocation was impacted by any of the following:

      1. Significantly differing site conditions.

      2. Unexpected impacts of other utilities.

3. Other unforeseen circumstances that could not have been reasonably anticipated through due diligence.
4. A force majeure event.

ii. Occurrence of severe weather or other factors beyond the control of the utility directly affecting the approved work plan.

iii. The final project plans differ substantially from the plans provided to the utility.

iv. If a facility is discovered during the process required by IC 8-1-26, has not been previously identified as being within the improvement project limits, and the utility can show the following:

1. The facility was installed after the date the County identified the affected facilities as described above.
2. A proper permit was obtained for the installation of the facility from Montgomery County.

c. If an approved work plan requires adjustment due to the occurrence of one (1) or more factors enumerated in subsection (b), the County and the utility shall proceed as directed in section 8(b) of this rule.

E. SPECIAL REGULATIONS RELATING TO TELECOMMUNICATIONS PROVIDERS

1. providers may collocate small cell facilities on existing utility poles and wireless support structures;

2. providers may perform routine maintenance on wireless facilities and replace wireless facilities with wireless facilities that are substantially similar to or the same size or smaller than the wireless facilities being replaced; and

3. providers with authority to use public rights-of-way may install, place, maintain or replace micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes.

F. **PENALTY.**

Any person or entity violating this article is subject to a fine in the amount of $500 per day, plus the cost of the required permit.
(Ord. 2021- 14, passed 4-12-21)."

IT IS FURTHER ORDAINED that this amendment will take effect upon adoption.

IT IS FURTHER ORDAINED that all other provisions of the County Code which are not expressly amended by this ordinance will remain in full force and effect.

Adopted this _____ day of August, 2021.

Montgomery County
Board of Commissioners:

_____
John Frey, President

_____
James D. Fulwider, Vice President

_____
Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

Resolution 2021-16

Thursday, September 09, 2021 7:17 AM

Montgomery County Board of Commissioners

Resolution 2021-16

Resolution Approving American Rescue Plan

WHEREAS, the United States Department of the Treasury has allocated the sum of $7,446,707 to Montgomery County from the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021; and

WHEREAS, Montgomery County has received its first payment of these funds and will receive the remaining funds in 2022; and

WHEREAS, in order to use these funds, Montgomery County is required to develop, adopt and implement a plan for the use of these funds which complies with the guidance from the Department of the Treasury; and

WHEREAS, the Board of Commissioners has analyzed the effects of the Coronavirus pandemic on Montgomery County and the acute response needed and developed the attached plan for the funds; and

WHEREAS, the Board finds that the attached plan should be approved and implemented.

IT IS, THEREFORE, RESOLVED AS FOLLOWS:

1. The attached plan for the use of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 is hereby approved;

2. The County Administrator will implement this plan in compliance with guidance from the United States Department of the Treasury; and

3. The Board reserves the right to amend the plan.

ADOPTED this 13th day of September, 2021.

Board of Commissioners of Montgomery County

_____
John Frey, President

_____
James D. Fulwider, Vice President

_____
Dan Guard, Member
Constituting a majority of the Board

ATTEST:

_____
Jennifer Andel, Auditor

(Proposed) 2021 October to December Meeting Schedule

Thursday, September 09, 2021 8:05 AM

October, 2021

Tuesday, October 12th (Offices Closed on 11th)
Monday, October 25th

November, 2021

Monday, November 8th
Monday, November 22nd

December, 2021

Monday, December 13th
Tuesday, December 28th