

AGENDA

Tuesday, December 20, 2022 9:06 AM

AGENDA
Montgomery County Board of Commissioners Meeting
December 27, 2022
8:00 am
1580 Constitution Row - Room E109
Crawfordsville, IN 47933

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

Election of Officers

Board President

Board Vice President

Consent Agenda

Approval of Claims: December 12, 2022 to December 27, 2022

Minutes: December 12, 2022

2023 Contracts: Treasurer Contracts

Invoice Cloud

GUTS

GTS Services, Inc.

American Financial Credit Services, Inc.

Acknowledge Receipt: Risk Management Report

Public Hearing - Request of Stephen Jones Rezoning a Certain Parcel of Land in the 100 South Block of Nucor Road from Agricultural to Commercial

Ordinance 2022-37: Approving the Request of Stephen Jones and Rezoning a Certain Parcel of Land in the South Block of Nucor Road from Agricultural to Commercial

New Business

Approve Fishero & Fishero Proposal - Installation of New Access Sidewalk at Courthouse Parking Lot

2022 ADA Annual Report

2022 Title VI Annual Report

First Supplemental Trust Indenture Taxable Economic Development Revenue Bonds - Pay App #1
Constitution Row Snow Removal Authorization

Ordinances

2023 Board & Commission Appointments

Jail Facility Building Corporation Board - Lonnie Jones

Resolutions

Resolution 2022-10: Approving Meeting Dates for 2023

Resolution 2022-11: Approving Sheriff's Compensation Agreement

Resolution 2022-12: Appointing Building Commissioner & Approving Employment Agreement

Resolution 2022-13: Appointing Highway Director & Approving Employment Agreement

Resolution 2022-14: Appointing Mapping Director & Approving Employment Agreement
Resolution 2022-15: Appointing County Attorney & Approving Engagement Letter
Resolution 2022-16: Appointing County Administrator
Resolution 2022-17: Declaration of Surplus

Other Business
Adjournment

Agenda subject to change

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

Agenda Memo

Tuesday, December 20, 2022 10:59 AM

AGENDA MEMO

Montgomery County Board of Commissioners Meeting December 27, 2022

Call to Order: Board President John E. Frey

Pledge of Allegiance and Prayer

Election of Officers

Board President

Board Vice President

Consent Agenda

Approval of Claims: December 12, 2022 to December 27, 2022

Minutes: December 12, 2022

2023 Contracts: Treasurer Contracts

Invoice Cloud - *Amendment to Biller Agreement from 12-12-2012*

GUTS - *PVD Software Technical Support*

GTS Services, Inc. - *MOU - 1 year term - Tax Collector Services*

American Financial Credit Services, Inc. - *Collection of delinquent personal property tax accounts.*

Acknowledge Receipt: Risk Management Report - *The Risk Management Committee is responsible for an annual review of the Risk Management Plan. As a result of the annual review, the Risk Management Plan may be amended to address deficiencies. The attached Report presents recommendations for amendments to the Plan.*

Public Hearing - Request of Stephen Jones Rezoning a Certain Parcel of Land in the 100 South Block of Nucor Road from Agricultural to Commercial - *Steve Jones filed a Request to Rezone a Certain Parcel of Land in the 100 South Block of Nucor Road from Agricultural to Commercial. Jones intends to develop the property into commercial lots. The Planning Commission approved a favorable recommendation on November 23, 2022.*

Ordinance 2022-37: Approving the Request of Stephen Jones and Rezoning a Certain Parcel of Land in the South Block of Nucor Road from Agricultural to Commercial

New Business

Approve Fishero & Fishero Proposal - Installation of New Access Sidewalk at Courthouse Parking Lot - **\$3,200**

Project to remove existing fencing for proposed new access sidewalk 5'x8" 4" in the Courthouse parking lot.

2022 ADA Annual Report - *Annual Reports to the BOC is a requirement in regards to ADA compliance. No complaints have been received to-date.*

2022 Title VI Annual Report - *Annual Reports to the BOC is a requiring in regards Title VI compliance. No complaints have been received to-date.*

First Supplemental Trust Indenture Taxable Economic Development Revenue Bonds - Pay App #1 - **\$650,000 payment as a refund to Montgomery County for payments made to IAW.**

Authorization to Plow Snow on Constitution Row & Indemnification Agreement by Montgomery County - *Houston Companies, Inc. authorizes Montgomery County and its agents to plow snow on*

Constitution Row prior to the dedication of the road as public road.

Ordinances

2023 Board & Commission Appointments

Jail Facility Building Corporation Board: Lonnie Jones - *Marian Lindow resigned from the Jail Facility Building Corporation in August of 2022. Mr. Jones would fill the vacancy.*

Resolutions

Resolution 2022-10: Approving Meeting Dates for 2023 - *Commissioners meet on 2nd & 4th Monday's except the second meeting in December.*

Resolution 2022-11: Approving Sheriff's Compensation Agreement - *Annual 2023 Contract - \$102,406*

Resolution 2022-12: Appointing Building Commissioner & Approving Employment Agreement - *2023 Contract term January 1, 2023 to December 31, 2024. Contract amount: \$65,661.*

Resolution 2022-13: Appointing Highway Director & Approving Employment Agreement - *2023 Contract term January 1, 2023 to December 31, 2024. Contract amount: \$70,666.*

Resolution 2022-14: Appointing Mapping Director & Approving Employment Agreement - *2023 Contract term January 1, 2023 to December 31, 2024. Contract amount: \$52,020.*

Resolution 2022-15: Appointing County Attorney & Approving Engagement Letter

Resolution 2022-16: Appointing County Administrator & Approving Employment Agreement - *2023 Contract term January 1, 2023 to December 31, 2025. Contract amount: \$98,838.*

Resolution 2022-17: Declaration of Surplus - *2003 Ford Expedition no longer needed.*

AP Claims

Tuesday, December 20, 2022 9:31 AM

Payroll Claims

Tuesday, December 20, 2022 9:31 AM

Minutes: December 12, 2022

Tuesday, December 20, 2022 9:31 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, DECEMBER 12, 2022

The Montgomery County Commissioners met in regular session on Monday, November 28, 2022 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, 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; Vice President James D. Fulwider; and Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Andel; Building Administrator Marc Bonwell; Sheriff Ryan Needham; Highway Director Jake Lough; Assessor Sherri Bentley; Health Administrator Adrienne Northcutt; EMA Interim Director Jessica Burget; Chief Probation Office Andria Giegle; 911 Director Sherri Henry; and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

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

CONSENT AGENDA

Approval of Claims: November 28, 2022 to December 12, 2022

Accounts Payable: \$4,287,345.19

12/2 Payroll: \$423,549.22

Approve Minutes: November 28, 2022

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

Motion carried 3-0 in favor.

Public Hearing - Solar Ordinance Text Amendment

Building Administrator Marc Bonwell stated, “Article 13 – Solar Farms and Facilities summary of text amendments: Article 13 provides regulation of solar energy systems, solar farms and facilities and other solar energy devices as authorized by IC 36-7-2-2. The language is designed to protect the welfare, safety and health of the public in Montgomery County. It is the policy of Montgomery County to promote and encourage the use of solar energy while allowing for location in the County Agricultural and Industrial zoned areas.

This text amendment modifies the purposes of in 13.01 of article 13. Two types of regulation are provided in this section SES and CSES. SES or Solar Energy Systems are defined as solar generation under 10 megawatts and which are designed to supply energy to the development site. CSES or Commercial Solar Energy Systems are defined as solar generation greater than 10 megawatts and which are designed to provide energy to wholesale markets for use other than where is generated.

13.02 of Article 13 defines the permitted districts in which SES or CSES can be located. The current ordinance allows solar farms in Ag and Industrial districts. The text amendment adds an Agricultural Overlay district to the ordinance. All CSES will be required to be re-zoned to agricultural overlay in order to be considered conforming. SES will still be allowed on ag and industrial zoned properties. The Plan Commission would hear all re-zone petitions for CSES and make recommendations to the County Commissioners.

In 13.07 of the ordinance a development plan would be required for both classifications SES, CSES in order to qualify to obtain permitting. A detailed submission list denotes the information required for a CSES and includes submittals for decommissioning, fire control and heat island effect.

A new section 13.15 requires a decommissioning plan which requires the land to be restored to existing conditions. The plan submitted will be reviewed for compliance and a surety will be required with the plan. The estimate of cost for decommissioning changes in the 5 year reviews the surety will be required to be revised to reflect the changes in value and adjusted. No deductions for salvage value or other credits will be will be allowed in the computation of decommissioning or removal.

New section 13.16 requires delineation of any hazardous materials and the disposal of and requires a review by EMHS. Emergency Management will provide comments to the Plan Commission regarding this hazardous materials plan.

New section 13.17 provides for a plan on noxious weeds and invasive species control.

New section 13.18 sets standards for maximum noise levels decibels. The language requires a plan to be submitted and the time of the development plan review from a licensed acoustician selected by MC.

New section 13.19 requires the owner to describe the fire control for the site and requires coordination with firefighting agencies.

New section 13.20 requires a Heat Island effect study for PVHI expected on the site once the energy system is operational.

Lastly, 13.21 requires a berm to be installed if a residence is within 500' of the CSES and requires the owner-operator to maintain the berm plantings for duration of operations on-site."

Board President Frey Opened the Public Hearing @ 8:06 AM

Public Comment:

Brent Sillery – Stated he supports text amendments; against commercial solar farms.

John Smillie – Stated the text amendments create more problems than they cause.

David McGentsky – Stated the proposed text amendments are unduly restricted and asked that a statement provided to be added to the record (attached).

Mr. Waddell – Stated he supports the text amendments; against commercial solar farms.

Brian Sillery – Stated, *"concern of fires, cost of specialized equipment and chemicals to fight fires. Believes property values will drop 20-25%. No one will want to build in Montgomery County and it will erode property tax base."*

Mark Davidson – Stated his opinion on zoning and property rights are well known and his opposition to solar farms.

Rick Watkins – Stated he supports the text amendments as proposed by the Plan Commission.

Kylene Simpson – Stated out of 92 counties, in 2021 U.S.D.A. ranked 4th in soybean production; and 5th in corn production in 2020. In 2017, #3 in land and acres used for farmland. Ms. Simpson submitted 429 signatures taken from residents not in favor of industrial solar.

Helen Hudson – Stated as a person not involved and with concerns for climate change, asked if the County had heard from counties with solar and stated that Mayor Barton and Governor Holcomb are proponents of solar farms.

Ross Foxworthy – Stated concern of the some of the soils in Montgomery County, specifically property on Burnoff Road that in the 1940's 400 acres burned and 3" of top soil burned and it cannot be farmed again. He added that if more heat is added then it will hurt off-spring for cows and lamas.

Board President Frey Closed the Public Hearing @ 8:48 am

Commissioner Guard moved to approve Ordinance 2022-36. Seconded by Commissioner Fulwider.

Commissioner Frey stated, "I serve on the Plan Commission the code gives options to address each request individually and he appreciates the input. The process does work. At the time of the Comp Plan, the citizens were okay with solar parks at that time."

Commissioner Guard stated "I had no idea the number of acres. The IMPA project was a small amount of acreage close to the City. Biggest key is property rights and overall impact of large solar parks. He stated he thinks the amendments protect property rights".

Commissioner Fulwider stated the "Comp Plan said in favor of solar and not in favor of wind farms until it adversely affects you personally."

Commissioner Frey called for the vote. Motion carried 3-0 votes in favor.

Five minute recess – 8:55 am
Meeting Re-convened @ 9:00 am

ACKNOWLEDGEMENT OF OUTGOING ELECTED OFFICIALS

- Auditor Jennifer Anel
- Councilman Tom Mellish
- Circuit Court Judge Harry Siamas

NEW BUSINESS

Additional Carryover PTO Hours Request: Dispatch Center, Health Department -

The Employee Handbook allows Department Heads to approve the carryover of 40 hours of PTO in to the next calendar year unless the Department has had a different carry over policy approved by the Commissioners. Carrying over more than 40 hours of PTO requires approval from the Board of Commissioners. The packet includes requests from Departments to allow the carryover of more than 40 hours of PTO in to 2023 by a few employees. The Departments have provided an explanation for the request, as well. Dispatch Center – Sarah Hines – 17.5 hours; Health Department – Don Orr – 63 hours; and Cindy Bushong – 44.25 hours.

Commissioner Fulwider moved to approve the Additional Carryover PTO Hours Request. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

Contracts

Treasurer's Office - L&D Mail Masters, Inc. - \$7,699.21

Agreement to prepare tax statements for mailing of 2022 pay 2023 taxes to Montgomery County property owners.

Commissioner Fulwider moved to approve the L&D Mail Masters, Inc. Agreement. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

2023 AWL Contract - \$77,312

Annual animal control contract for services to the unincorporated areas of Montgomery County.

Commissioner Guard moved to approve the 2023 AWL Contract. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

2023 Purdue Extension Agreement - \$123,840

Contractual services agreement between Purdue University and the government of Montgomery County provides financial support for county extension services in four program areas: agricultural and natural resources, health and human services, community development and 4-H Youth development. These services include access to services from county educators, campus specialists at Purdue University and other Extension staff.

Commissioner Guard moved to approve the 2023 Purdue Extension Agreement. Seconded by Commissioner Fulwider. Motion carried 3-0 votes in favor.

Resolution

Resolution 2022-9 - Establishing the Intent to Conduct a Commissioners' Sale to Sell Certificates for Properties that are Severely Delinquent in Payment of Property Taxes

Eleven properties are severely delinquent and the BOC shall acquire liens and receive tax sale certificates of the properties listed on Exhibit A of the attachment and sell said certificates at a properly advertised Commissioners Tax Certificate sale.

Commissioner Fulwider moved to approve Resolution 2022-9 setting the minimum bid for each property listed at \$100 each. Commissioner Guard seconded. Motion carried 3-0 votes in favor.

OTHER BUSINESS

County Administrator Tom Klein announced Wednesday, December 21st bells will ring at 12:15 pm to commemorate the 200th Birthday of Montgomery County. Administrator Klein also thanked the members of the bicentennial committee for their hard work on the project since March, 2021.

ADJOURNMENT

There being no further business before the Board, *Commissioner Fulwider moved to adjourn. Motion passed 3-0 votes in favor.* Meeting adjourned @ 9:20 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Tuesday, December 27, 2022 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, Board President

Attest:

Jennifer Andel, Auditor

Treasurer Contracts: Invoice Cloud

Tuesday, December 20, 2022 10:42 AM

AMENDMENT NO. 1
TO BILLER AGREEMENT

This Amendment NO. 1 (this "Amendment") to the Biller Agreement ("Agreement") dated November 12, 2012 by and between Montgomery County Treasurer ("Biller"), and Invoice Cloud, Inc., is entered into as of December 13, 2022. Capitalized terms used herein and not otherwise defined in this Amendment have the meanings ascribed to them in the Agreement.

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The following sentence shall replace the first and second sentences in Paragraph 6 of the Biller Agreement:
 - a. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years ("Initial Term") commencing on the Effective Date on the Biller Order Form and will renew for a maximum of three (3) additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein.

Except as specifically amended by this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have agreed to this Amendment No. 1 to the Biller Agreement, as evidenced by their signatures below.

Biller	Invoice Cloud, Inc.
By: _____	By: <u>Kevin W. O'Brien</u>
Name: _____	Name: <u>Kevin W. O'Brien</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>12/13/2022</u>

**AGREEMENT ADDENDUM REQUIRING
E-VERIFY COMPLIANCE**

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

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

Montgomery County, Indiana

By: _____
Printed:
Title:

Dated: _____

ATTEST:

Jennifer Andel, Auditor

Dated: _____

Dated: 11/30/2022

Vendor:
By: *Kevin W. O'Brien*

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

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

Vendor:

By (Written Signature): *Kevin W. O'Brien*

(Printed Name & Title): Kevin W. O'Brien, President

Contractor's Affidavit
HEA 1005 (2012) and Public Law 21 (2012) Compliance

I, Kevin W. O'Brien, swear and affirm, under penalties for perjury, that:

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

Date: 11/30/2022

Kevin W. O'Brien

Signature

President

Title

State of Indiana

SS:

County of _____

Before me personally appeared, _____ who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this ___ day of _____, 2022.

_____, Notary Public

My Commission Expires: _____

County of Residence : _____

GUTS

Tuesday, December 20, 2022 10:43 AM

Government Utilities Technology Service, Inc.
127 W Main St., STE 500
Lebanon IN 46052
Customer Support Contact Info - 888-366-3783 or support@g-uts.com

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

This Agreement must be signed and returned to GUTS with the invoice payment to ensure ongoing service.

Government Utilities Technology Service Inc. (herein called "GUTS") and the undersigned (herein called "Customer"), hereby agree that the following shall govern in all cases where GUTS provides software support and maintenance on the product(s) listed on the attached invoice installed at Customer's address in accordance with the GUTS Limited Use License Agreement.

SCOPE

For the term of this Agreement, GUTS agrees to provide response within sixteen business hours to inquiries via telephone, the internet using desktop sharing software, and/or written contact between a GUTS Technical Support Specialist (TSS) and one specified customer representative per user license held by customer between the hours of 8:00 a.m. and 5:00 p.m. Eastern Standard (Daylight Savings) Time, Monday through Friday, exclusive of GUTS observed holidays. As part of this Agreement, GUTS will provide updates within the product version(s) as identified on the attached invoice to correct known errors existing in the product version(s).

Customer agrees to immediately notify GUTS of any change in status of the user(s) of the software specified in the attached invoice or of user(s) of related computer hardware that occurs during the term of this agreement. In the event Customer replaces computer hardware, Customer agrees to purchase Extended Customer Support for any support required of GUTS during the hardware transition. Customer agrees to keep up-to-date all operating system security patches and all virus protection software to insure the best protection is available for the computer hardware that contains and/or accesses the software specified in the attached invoice.

TERM OF AGREEMENT

This Agreement is effective between the dates expressed in the attached invoice.

CHARGES

Charges for Software Support and Maintenance are as indicated in the attached invoice. Payment in accordance with the invoice shall be considered acceptance by the Customer of the Software Support and Maintenance Agreement with GUTS. If full payment is not received by GUTS within thirty calendar days of the invoice date, the Software Support Agreement will automatically terminate. Any support provided thereafter will be subject to GUTS Regular Hourly Rates. GUTS reserves the right to determine at the time support is requested the Hourly Rates for Customers who choose to pay for services on an hourly basis instead of through a Software Support Agreement. Failure by Customer to pay GUTS Regular Hourly Rates for support provided outside the Software Support and Maintenance Agreement can result in Customer being flagged as DO NOT ASSIST until all charges are paid in full.

Fees and costs for Extended Customer Support will be charged for any item listed below under the EXCLUSIONS heading. Rates for Extended Customer Support are specified on the attached invoice. Fees for Extended Customer Support, Telephone Toll charges, and any other expenses incurred during the provision of Extended Customer Service, shall be billed monthly, and are due upon receipt. Fees for Extended Customer Support are stated in the comment section of the attached invoice and shall remain in effect throughout the term of the Software Support and Maintenance Agreement. GUTS will notify Customer that Extended Customer Support fees will apply prior to support being provided. Customer must agree to pay for Extended Customer Support before service will proceed. Failure by Customer to pay Extended Customer Support Fees and/or Telephone Toll Charges may, at the option of GUTS, result in the cessation of all maintenance and support until all fees and costs are paid in full.

PLACE OF SUPPORT

Support defined herein shall be performed at GUTS premises located at 127 W Main St., STE 500, Lebanon, IN or at any other location designated by GUTS via telephone and/or internet through desktop sharing software.

EXCLUSIONS

The following are excluded from support and maintenance under this agreement and shall incur charges as Extended Customer Support:

- A. Training or retraining of Customer personnel in the use of the software specified in the attached invoice.
- B. Support required due to the malfunction of computer hardware, Agreement ion of a computer virus or external computer attack, abuse, accident, or other cause other than normal usage, including but not limited to operator error, failure of other equipment, failure of operating system, failure to maintain a backup, software anomalies, and equipment operation in excess of design or environmental specifications.
- C. Data recovery due to any of the items listed in section "B" above.
- D. Out of pocket expenses, including telephone toll charges, if any, incurred by GUTS in the provision of Extended Customer Support. Any telephone toll charges included by Customer are Customer's own expense.
- E. After hours support.
- F. Emergency or priority issues requiring same day support.

AGREEMENT EXTENSION

The term of this Agreement may only be extended by written agreement and acceptance of both parties hereto.

LIMITATION OF REMEDY

GUTS shall not be liable for any damages caused by delay in furnishing support or other performance under this Agreement. The sole and exclusive remedy for any breach of warranty, expressed or implied, including without limitation any warranty of merchantability or fitness of purpose, and the sole remedy for GUTS' liability of any kind including liability for negligence with respect to support furnished under this Agreement and all other performance by GUTS under or pursuant to this Agreement shall be limited to the total amount of fees paid by customer to GUTS for services related to the claimed damages and shall in no event include any incidental or consequential damages. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by neutral, third-party arbitrator(s) agreed upon by both parties.

ASSIGNMENT

This Agreement shall not be assigned by Customer.

NOTICE

All notices and other communications hereunder, other than notice of request for support, shall be in writing, addressed to the parties at the locations noted on the attached invoice.

ENTIRE AGREEMENT

This agreement represents and expresses the entire agreement and understanding between the parties. There is no other understanding, agreement, representation, or warranty, expressed or implied, statutory or otherwise, in any way limiting, extending, defining, or relating to the provisions hereof. This Agreement may not be modified except by a duly executed writing on behalf of both parties hereto. This Agreement shall be governed by the laws of the State of Indiana. In the event any term, covenant or condition herein contained is held to be invalid or void, said invalidity shall not negate or invalidate any of the remaining terms, covenants or conditions herein contained.

Accepted By:

Government Utilities
Technology Service Inc.

By: Eric V. Goodnight

Date: 1/1/2023

Customer Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____ Phone: _____

**AGREEMENT ADDENDUM REQUIRING
E-VERIFY COMPLIANCE**

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

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

Montgomery County, Indiana

By: _____
Printed:
Title:

Dated: _____

ATTEST:

Jennifer Andel, Auditor

Dated: _____

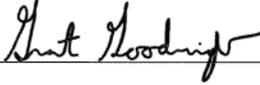
Dated: 11/30/2022

Vendor:
By: 

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

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

Vendor:

By (Written Signature): 

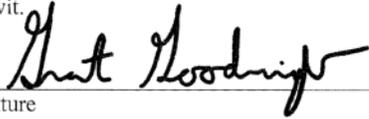
(Printed Name & Title): Grant Goodnight, President

Contractor's Affidavit
HEA 1005 (2012) and Public Law 21 (2012) Compliance

I, Grant Goodnight, swear and affirm, under penalties for perjury, that:

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

Date: 11/30/2022



Signature

President
Title

State of Indiana

County of _____

|
SS:
|

Before me personally appeared, _____ who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this ___ day of _____, 2022.

_____, Notary Public

My Commission Expires: _____
County of Residence : _____

Government Utilities Technology Service, Inc.
127 W Main St., STE 500
Lebanon IN 46052
Customer Support Contact Info - 888-366-3783 or support@g-uts.com

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

This Agreement must be signed and returned to GUTS with the invoice payment to ensure ongoing service.

Government Utilities Technology Service Inc. (herein called "GUTS") and the undersigned (herein called "Customer"), hereby agree that the following shall govern in all cases where GUTS provides software support and maintenance on the product(s) listed on the attached invoice installed at Customer's address in accordance with the GUTS Limited Use License Agreement.

SCOPE

For the term of this Agreement, GUTS agrees to provide response within sixteen business hours to inquiries via telephone, the internet using desktop sharing software, and/or written contact between a GUTS Technical Support Specialist (TSS) and one specified customer representative per user license held by customer between the hours of 8:00 a.m. and 5:00 p.m. Eastern Standard (Daylight Savings) Time, Monday through Friday, exclusive of GUTS observed holidays. As part of this Agreement, GUTS will provide updates within the product version(s) as identified on the attached invoice to correct known errors existing in the product version(s).

Customer agrees to immediately notify GUTS of any change in status of the user(s) of the software specified in the attached invoice or of user(s) of related computer hardware that occurs during the term of this agreement. In the event Customer replaces computer hardware, Customer agrees to purchase Extended Customer Support for any support required of GUTS during the hardware transition. Customer agrees to keep up-to-date all operating system security patches and all virus protection software to insure the best protection is available for the computer hardware that contains and/or accesses the software specified in the attached invoice.

TERM OF AGREEMENT

This Agreement is effective between the dates expressed in the attached invoice.

CHARGES

Charges for Software Support and Maintenance are as indicated in the attached invoice. Payment in accordance with the invoice shall be considered acceptance by the Customer of the Software Support and Maintenance Agreement with GUTS. If full payment is not received by GUTS within thirty calendar days of the invoice date, the Software Support Agreement will automatically terminate. Any support provided thereafter will be subject to GUTS Regular Hourly Rates. GUTS reserves the right to determine at the time support is requested the Hourly Rates for Customers who choose to pay for services on an hourly basis instead of through a Software Support Agreement. Failure by Customer to pay GUTS Regular Hourly Rates for support provided outside the Software Support and Maintenance Agreement can result in Customer being flagged as DO NOT ASSIST until all charges are paid in full.

Fees and costs for Extended Customer Support will be charged for any item listed below under the EXCLUSIONS heading. Rates for Extended Customer Support are specified on the attached invoice. Fees for Extended Customer Support, Telephone Toll charges, and any other expenses incurred during the provision of Extended Customer Service, shall be billed monthly, and are due upon receipt. Fees for Extended Customer Support are stated in the comment section of the attached invoice and shall remain in effect throughout the term of the Software Support and Maintenance Agreement. GUTS will notify Customer that Extended Customer Support fees will apply prior to support being provided. Customer must agree to pay for Extended Customer Support before service will proceed. Failure by Customer to pay Extended Customer Support Fees and/or Telephone Toll Charges may, at the option of GUTS, result in the cessation of all maintenance and support until all fees and costs are paid in full.

PLACE OF SUPPORT

Support defined herein shall be performed at GUTS premises located at 127 W Main St., STE 500, Lebanon, IN or at any other location designated by GUTS via telephone and/or internet through desktop sharing software.

EXCLUSIONS

The following are excluded from support and maintenance under this agreement and shall incur charges as Extended Customer Support:

- A. Training or retraining of Customer personnel in the use of the software specified in the attached invoice.
- B. Support required due to the malfunction of computer hardware, Agreement ion of a computer virus or external computer attack, abuse, accident, or other cause other than normal usage, including but not limited to operator error, failure of other equipment, failure of operating system, failure to maintain a backup, software anomalies, and equipment operation in excess of design or environmental specifications.
- C. Data recovery due to any of the items listed in section "B" above.
- D. Out of pocket expenses, including telephone toll charges, if any, incurred by GUTS in the provision of Extended Customer Support. Any telephone toll charges included by Customer are Customer's own expense.
- E. After hours support.
- F. Emergency or priority issues requiring same day support.

AGREEMENT EXTENSION

The term of this Agreement may only be extended by written agreement and acceptance of both parties hereto.

LIMITATION OF REMEDY

GUTS shall not be liable for any damages caused by delay in furnishing support or other performance under this Agreement. The sole and exclusive remedy for any breach of warranty, expressed or implied, including without limitation any warranty of merchantability or fitness of purpose, and the sole remedy for GUTS' liability of any kind including liability for negligence with respect to support furnished under this Agreement and all other performance by GUTS under or pursuant to this Agreement shall be limited to the total amount of fees paid by customer to GUTS for services related to the claimed damages and shall in no event include any incidental or consequential damages. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by neutral, third-party arbitrator(s) agreed upon by both parties.

ASSIGNMENT

This Agreement shall not be assigned by Customer.

NOTICE

All notices and other communications hereunder, other than notice of request for support, shall be in writing, addressed to the parties at the locations noted on the attached invoice.

ENTIRE AGREEMENT

This agreement represents and expresses the entire agreement and understanding between the parties. There is no other understanding, agreement, representation, or warranty, expressed or implied, statutory or otherwise, in any way limiting, extending, defining, or relating to the provisions hereof. This Agreement may not be modified except by a duly executed writing on behalf of both parties hereto. This Agreement shall be governed by the laws of the State of Indiana. In the event any term, covenant or condition herein contained is held to be invalid or void, said invalidity shall not negate or invalidate any of the remaining terms, covenants or conditions herein contained.

Accepted By:

Government Utilities
Technology Service Inc.

By: Eric V. Goodnight

Date: 1/1/2023

Customer Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____ Phone: _____

**AGREEMENT ADDENDUM REQUIRING
E-VERIFY COMPLIANCE**

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

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

Montgomery County, Indiana

By: _____
Printed:
Title:

Dated: _____

ATTEST:

Jennifer Andel, Auditor

Dated: _____

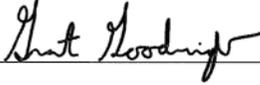
Dated: 11/30/2022

Vendor:
By: 

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

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

Vendor:

By (Written Signature): 

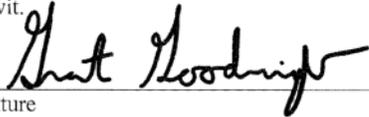
(Printed Name & Title): Grant Goodnight, President

Contractor's Affidavit
HEA 1005 (2012) and Public Law 21 (2012) Compliance

I, Grant Goodnight, swear and affirm, under penalties for perjury, that:

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

Date: 11/30/2022



Signature

President

Title

State of Indiana
County of _____

SS:

Before me personally appeared, _____ who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this ___ day of _____, 2022.

_____, Notary Public

My Commission Expires: _____
County of Residence : _____

GTS Services, Inc.

Tuesday, December 20, 2022 10:43 AM

Government Utilities Technology Service, Inc.
127 W Main St., STE 500
Lebanon IN 46052
Customer Support Contact Info - 888-366-3783 or support@g-uts.com

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

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ASSIGNMENT

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NOTICE

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This agreement represents and expresses the entire agreement and understanding between the parties. There is no other understanding, agreement, representation, or warranty, expressed or implied, statutory or otherwise, in any way limiting, extending, defining, or relating to the provisions hereof. This Agreement may not be modified except by a duly executed writing on behalf of both parties hereto. This Agreement shall be governed by the laws of the State of Indiana. In the event any term, covenant or condition herein contained is held to be invalid or void, said invalidity shall not negate or invalidate any of the remaining terms, covenants or conditions herein contained.

Accepted By:

Government Utilities
Technology Service Inc.

By: Eric V. Goodnight

Date: 1/1/2023

Customer Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____ Phone: _____

**AGREEMENT ADDENDUM REQUIRING
E-VERIFY COMPLIANCE**

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

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

Montgomery County, Indiana

By: _____
Printed:
Title:

Dated: _____

ATTEST:

Jennifer Andel, Auditor

Dated: _____

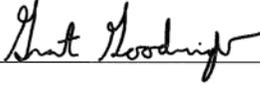
Dated: 11/30/2022

Vendor:
By: 

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

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

Vendor:

By (Written Signature): 

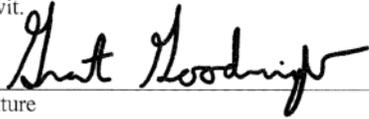
(Printed Name & Title): Grant Goodnight, President

Contractor's Affidavit
HEA 1005 (2012) and Public Law 21 (2012) Compliance

I, Grant Goodnight, swear and affirm, under penalties for perjury, that:

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

Date: 11/30/2022



Signature

President
Title

State of Indiana

County of _____

SS:
|
|
|

Before me personally appeared, _____ who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this ___ day of _____, 2022.

_____, Notary Public

My Commission Expires: _____
County of Residence : _____

American Financial Credit Services, Inc.

Tuesday, December 20, 2022 10:43 AM

VENDOR SERVICE AGREEMENT

This Vendor Service Agreement (“Agreement”) by and between the **Montgomery County Treasurer (“Client”) at 1580 Constitution Row Suite B, Crawfordsville, IN 47933** and **American Financial Credit Services, Inc. (“Agency”) at 10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as “Client” and “Agency”, respectively).

WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of Indiana and provides collection services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to collect. Agency shall endeavor to collect those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.
2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred for collection via a medium agreed upon by the parties:
 - A. All necessary biographical and billing information in its possession.
 - B. Accurate balance due information.
 - C. Any other pertinent information or documents upon which the parties shall agree in writing.
3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or, proceedings supplemental when freezing taxpayer bank accounts. Subject to Client’s approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction.
Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.
4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client’s Designee in writing.

5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to debtor accounts. However, Client may, in Client's sole discretion, mail payments directly to the Agency for deposit and posting to a debtor's account.
6. All money collected on a referred account shall be applied in the following order:
 - A. Towards satisfaction of principal;
 - B. Interest; and then
 - C. Collection fees.

Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal and interest to Client in an attempt to avoid paying collection fees: a portion of the taxpayer payment equivalent to the collection fee percentage will be applied to the collection fee. If a payment arrangement is established the portion of the taxpayer payment applied to the collection fee is used to cover the cost associated with monitoring the arrangement.

7. Monies received by Agency for a debtor billing creating a credit will be refunded within ten (10) working days by the Agency to the debtor and appropriate adjustment to the collection commission will be made. All credit balances and subsequent debit adjustments due to refund will appear on the affected debtor account.
8. Client will not be billed for costs advanced by Agency toward the collection of any account placed with Agency.
9. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the compensation allowed under this Agreement (see Addendum A) for all collections received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.
10. During the time accounts are placed with Agency, Client agrees to regularly report to Agency any monies received directly from or on behalf of debtor on said accounts.
11. Agency agrees to provide to the Client, or his designee, by the tenth (10th) business day of each month an accounting for the previous month's activities, including a breakdown of collections, receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.

12. Agency will utilize a "net remittance" method as agreed upon by the Client unless the Client receives payment directly from debtor and therefore owes a balance due Agency, Client agrees to pay Agency collection fees herein agreed upon within twenty (20) days from the receipt of the Agency's statement/invoice.
13. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or his designee, for appropriate resolution.
14. Unless otherwise notified in writing, Client designates the Montgomery County Treasurer as the County's contact and/or designee to discuss any account referred by Client.
15. Client agrees to supply Agency with the name(s) of a contact party at Client's place of business whom Agency may contact as the need arises to discuss any account referred by the Client.
16. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.
17. Either party may terminate this Agreement upon providing thirty (30) days', prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.

In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease collection activities on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include debtors name, client reference number, updated balance due and most recent status code. Agency shall also forward to Client within ten (10) days of receipt by Agency all collections received by Client minus its normal commission (see Addendum A).

18. During the term of this Agreement and for a period of twelve (12) months after the expiration of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.

19. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any debtor records or debtor information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of debtor information and any violations of the Fair Debt Collection Practices Act by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.
20. Each party shall protect, defend, indemnify and hold harmless the other party from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the party and its directors, officers, employees, agents, designees, and/or subcontractors.
21. Agency represents and warrants that:
 - A. Agency is corporation and duly organized, validly existing, and in good standing under the laws of the State of Indiana;
 - B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and
 - C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.
22. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.
23. The Agreement construed in accordance with the laws of the State of Indiana and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

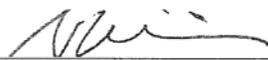
Montgomery County Treasurer

American Financial Credit Services, Inc.

By:

By:

Heather Laffoon, Treasurer



Noel Williams, Vice President

Dated this ____ day of _____ / _____
Month Year

**ADDENDUM A
SERVICES AND OBLIGATIONS**

Client agrees to utilize the Vendor Service Agreement.

Agency Fees for Skip Tracing, Billing and Recovery Services:

Delinquent Personal Property Tax Placements Fee

27% added to total balance on all delinquencies at time of placement and paid by taxpayer. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

**AGREEMENT ADDENDUM REQUIRING
E-VERIFY COMPLIANCE**

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

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

Montgomery County, Indiana

By: _____
Printed:
Title:

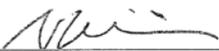
Dated: _____

ATTEST:

Jennifer Andel, Auditor

Dated: _____

Dated: 12/02/2022

Vendor:
By:  _____

American Financial Credit Services, Inc. aka AFCS, Inc.

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

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

Vendor: American Financial Credit Services, Inc.

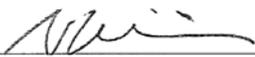
By (Written Signature): 

(Printed Name & Title): Noel Williams - Vice President & Treasurer

Contractor's Affidavit
HEA 1005 (2012) and Public Law 21 (2012) Compliance

- I, Noel Williams, swear and affirm, under penalties for perjury, that:
American Financial Credit Services, Inc.
1. I am the Vice President & Treasurer of {INSERT COMPANY NAME} have the authority to make the representations contained in this affidavit on {INSERT COMPANY NAME} behalf;
 2. Neither I nor any owner is a spouse, parent, stepparent, child, adopted child, stepchild, brother, sister, stepbrother, stepsister, brother by the half blood, sister by the half blood, niece, nephew, aunt, uncle, daughter-in-law or son-in-law of any commissioner or county-council member;
 3. If during the term of this contract a person is elected who is a relative of mine or any other owner of {INSERT COMPANY NAME} I will make a written disclose of the relationship to the commissioners and the county council president;
 4. Neither I nor {INSERT COMPANY NAME} is engaged in any investment activity in Iran; and
 5. I understand that this affidavit is made for the purpose of complying with Indiana House Enrolled Act 1005 (2012) and Public Law 21 (2012) that Montgomery County intends to rely upon my representations contained in this affidavit.

Date: 12/05/2022



Signature

Vice President & Treasurer
Title

State of Indiana

County of _____

SS:
|
|
|

Before me personally appeared, _____ who being first duly sworn under penalties for perjury and signed the above and foregoing affidavit this ___ day of _____, 2022.

_____, Notary Public

My Commission Expires: _____
County of Residence : _____

Public Hearing: Re-Zone

Tuesday, December 20, 2022 10:57 AM

Printout

Tuesday, December 20, 2022 10:58 AM

**MONTGOMERY COUNTY COMMISSIONERS
STAFF REPORT**

Case Number: RZ2022-4

Date: 12-14-22

Petitioner- Stephen Jones

Location – 100 N block of Nucor Road in Montgomery County

Type of Case: Re- zone of agricultural zoned property to commercial

Standard: Discretionary

Introduction

At the December 27th 2022 meeting you will conduct a public hearing to consider a Re-zone of a parcel from Agricultural to Commercial. The parcel is located south of SR 32 adjacent to the current Pilot Travel Center property. The owner owns two parcels in this location. The front parcel is a 23-acre parcel which is currently zoned Commercial. The second parcel is adjacent to the 23-acre parcel to the west and is a 27.6-acre parcel that is zoned Agricultural. Both parcels are currently used as row crop agricultural. The adjacent properties are agricultural row crop properties to the west with residential at 400 E. The properties to the North are zoned Agricultural and Commercial. Two properties adjacent to the South are zoned residential. The adjacent property to the East is zoned Agricultural.

The proposed purpose of the rezone of the 27.6 acres is to align the two properties owned by Stephen Jones into the same zoning classification. The owner wishes to sell the properties for Commercial development.

Mr. Jones has filed a Subdivision request with the Plan Commission to split one parcel out of the two parcels for the purpose of a development.

Procedural Status

Notice of the public hearing was published on December 17th 2022 in the local media and on the Montgomery County website.

Factors to be considered

1. The Comprehensive Plan.
2. Current conditions and the character of current structures and uses in area.
3. The most desirable use for which the land in each area is adapted.
4. The conservation of property values throughout the jurisdiction:
5. Is the proposed development responsible development?

The Comprehensive Plan clearly outlines the adjacent properties to Nucor road as Commercial and Industrial areas. The property adjacent to the proposed to the east is currently zoned Commercial and is owned by the same property owner. This parcel represents an isolated area of AG in which is likely to be developed for commercial purposes being in the SR 32 and I 74 corridor.

The existing land use in the area is Agricultural with Commercial and low density Residential in the surrounding area. The Pilot Travel Center is situated immediately N and E of this property and the desired development intended is a Commercial transportation facility.

The desired use of the area is Commercial. The proposed re-zone would have minimal impact and not interfere with the overall desired use.

The proposed development would enhance the overall property value of the adjacent area with new Commercial location.

The proposed development would be a complimentary use in the Nucor Corridor and the SR 32/ 174 intersection. The area is likely to be developed Commercially and is consistent with the Comprehensive Plan overall goal for the area.

Staff Comments

The proposed property is served by utilities that would encourage new development. The access to the property is Nucor Road. Nucor road is a County road that has been built and maintained for this type of Commercial use. Nucor Road is delineated in the Thoroughfare Plan and no additional R/W would be needed for development. Nucor road connects to State Road 32 which in turn connects with Interstate 74 within a half mile of the proposed property to be developed. Any development to the properties would be required to meet all land use requirements of Montgomery County. No specific hazards such as Special Flood Hazard areas or Wetlands exist on the property.

Recommendation

The Montgomery County Plan Commission held a public hearing regarding ZV2022-4 on November 23rd 2022.

The Plan Commission has forwarded ZV2022-4 to the Commissioners with a favorable recommendation with conditions:

1. Any future development on the proposed property would be required to shield exterior lighting to prevent light trespass to adjacent properties.
2. Any future development is required to incorporate a turnaround on property.
3. Any future development is required to install buffer to adjacent properties with berm or plantings.

Respectfully submitted,

Marc Bonwell
Building and Zoning Administrator

**Montgomery County Advisory Plan Commission's Certification
of Proposed Rezone (Case RZ2022-4)**

The Montgomery County Advisory Plan Commission, pursuant to Indiana Code §36-7-4-608, hereby certifies to the Montgomery County Board of Commissioners a proposed map amendment (rezone) for Case Number RZ2022-4, a proposal to rezone certain real estate owned by Stephen Jones, and located in the 100 N block of Nucor Road from Agricultural to Commercial.

The Plan Commission held a properly noticed public hearing on the proposed map amendment and conducted a public hearing on November 23rd, 2022.

When considering the proposed map amendment, the Plan Commission paid reasonable regard to (1) the Comprehensive Plan; (2) current conditions and the character of current structures and uses in each district; (3) the most desirable use for which the land in each district is adapted; (4) the conservation of property values throughout Montgomery County; and, (5) responsible development and growth.

After proper consideration, a majority of the Plan Commission members voted to make a **favorable recommendation** of the proposed Zoning Ordinance to the Board of County Commissioners with following conditions:

1. Any future development on the proposed property would be required to shield exterior lighting to prevent light trespass to adjacent properties.
2. Any future development is required to install buffer to adjacent properties with berm or plantings.
3. Any future development is required to incorporate a turnaround on property.

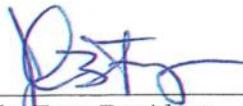
The vote was **Eight** in favor, **Zero** against, and Zero abstention(s).

The Plan Commission now certifies the proposed map amendment to the Board of County Commissioners and recommends that the Commissioners approve the map amendment and adopt an ordinance adopting the map amendment.

This certification is made on November 23rd, 2022, by a majority of the Montgomery County Advisory Plan Commission, as follows:

IN FAVOR OF
the proposed
Map Amendment

AGAINST
the proposed
Map Amendment



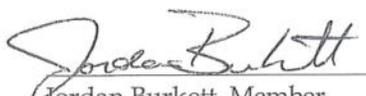
John Frey, President



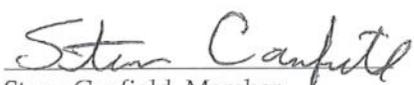
Steve Loy, Vice President



Tom McClamroch, Member



Jordan Burkett, Member



Steve Canfield, Member



Tom Cummins, Member



Mark Davidson, Member

Randy Denhart, Member

Robert Campbell, Member

ATTEST:


Secretary

Date: November 23rd, 2022



PETITION FOR REZONE
THE MONTGOMERY COUNTY ZONING ORDINANCE

CASE# RZ 2022-4

DATE FILED 11/3/22

REZONE FEE \$300.00 FOR 2 ACRES; \$300.00 PLUS \$25.00 FOR EACH
ADDITIONAL ACRE IN EXCESS OF 2 PAID 650.00 DATE 11/3/22

PETITIONER Stephen Jones PHONE# 317-627-2752

ADDRESS 8445 North 650 West Russelville IN
46175

REPRESENTATIVE FOR PETITIONER _____

James Swift, PS 765-366-7816

DESCRIBE THE REZONE REQUEST

27.6 acres in Section 36, Township 19 North, Range 4 West, west of existing commercial property
owned by the same owner. Currently zoned
AG.

PURPOSE OF REQUEST

REZONE FROM AGRICULTURAL ZONING TO COMMERCIAL SUCH THAT THE ZONING IS THE
SAME AS THE ADJACENT PROPERTY TO THE EAST, OWNED BY THE SAME OWNER AND SUCH THAT PART
OF THE LAND MAY BE SOLD FOR COMMERCIAL
PURPOSES.

COMPREHENSIVE PLAN RECOMMENDATION _____

PARCEL # 07-36-300-024.001-024 SECTION 36 TOWNSHIP 19N
RANGE 4W

NAMES AND ADDRESSES OF ALL LANDOWNERS ADJACENT OR WITHIN 100 FEET OF PROPERTY
NICE D MATTHEW & GLENDA G
370 N 400 E
CRAWFORDSVILLE IN 47933

DAVIS LARRY EARL & RAE JANOLYN H/W (TODD) MOREHOUS
MICHELLE UNDIV 1/2 INT (TODD) MOREHOUSE RILEY & MO
4091 E WINDWOOD LN
CRAWFORDSVILLE IN 47933-8270

DAVIS LARRY EARL & RAE JANOLYN H/W (TODD)
KRUSE KRISTIN DAWN &
4191 E WOODWIND LN
CRAWFORDSVILLE IN 47933

MATHEWS DANIEL E & CATHERINE J
130 N 400 E
CRAWFORDSVILLE IN 47933

RATCLIFF INC
PO BOX 665
CRAWFORDSVILLE IN 47933

MORRIS STEVEN & LINDA H/W &
MORRIS WILLIAM A (JTWROS)
52 N 400 E
CRAWFORDSVILLE IN 47933

GRAY LA DONNA B 1/2 INT & PRYOR MARILYN G 1/2 INT
ATTN JIM CLARK
PO BOX 661
FRANKFORT IN 46041
BANNON TIMOTHY JAMES &

STACI RENE BANNON REV LIVING TRUST
51 N NUCOR RD
CRAWFORDSVILLE IN 47933

PILOT TRAVEL CENTERS LLC
STORE # 247
PO BOX 54470
LEXINGTON KY 40555-4470

SCC SERVICES LLC
4539 W 450 S
CRAWFORDSVILLE IN 47933-8099

JONES STEPHEN A 1/2 &
SIMPSON MICHAEL D IRREVOCABLE TRUST
8445 N 625 W
RUSSELLVILLE IN 46175

CEMETERY:

UNION TOWNSHIP TRUSTEE OF

PO BOX 763
CRAWFORDSVILLE IN 47933-0763

I AFFIRM UNDER PENALTIES OF PERJURY THIS 3rd DAY OF November 2022, THAT THE
INFORMATION CONTAINED IN PETITION IS TRUE.

OWNER/REPRESENTATIVE SIGNATURE



PETITION FOR REZONE
THE MONTGOMERY COUNTY ZONING ORDINANCE
REASON TEST
(IC-36-7-4-603)

Explain how and why your rezone complies or is consistent with the comprehensive plan?

The adjoining property to the east of this parcel is already zoned for commercial purposes, with the same owner. This parcel represents an isolated area of AG zoning in an area which is likely to be developed for commercial purposes, being along Nucor Road in the immediate vicinity of the intersection of Nucor Road with State Road 32 and slightly west of the intersection of I-74 and State Road 32.

Explain how and why the proposed rezone will be consistent with current conditions or the character of uses in the immediate neighborhood?

The Pilot Truck Stop is situated immediately to the north and east of this property. The proposed development south of the Pilot Truck Stop is also intended as a commercial transportation facility. The land to the north of this property is not zoned commercial, but contains the base operations for a commercial cleaning facility. Lands to the west are zoned either for residential or agricultural purposes. The AG zoned parcels are isolated from other agricultural areas. Houses located in the residential zoned areas are more than 500 feet west of the west line of the area requested to be rezoned.

Explain how and why the proposed rezone will be consistent with the most desired use for which the land is suited for.

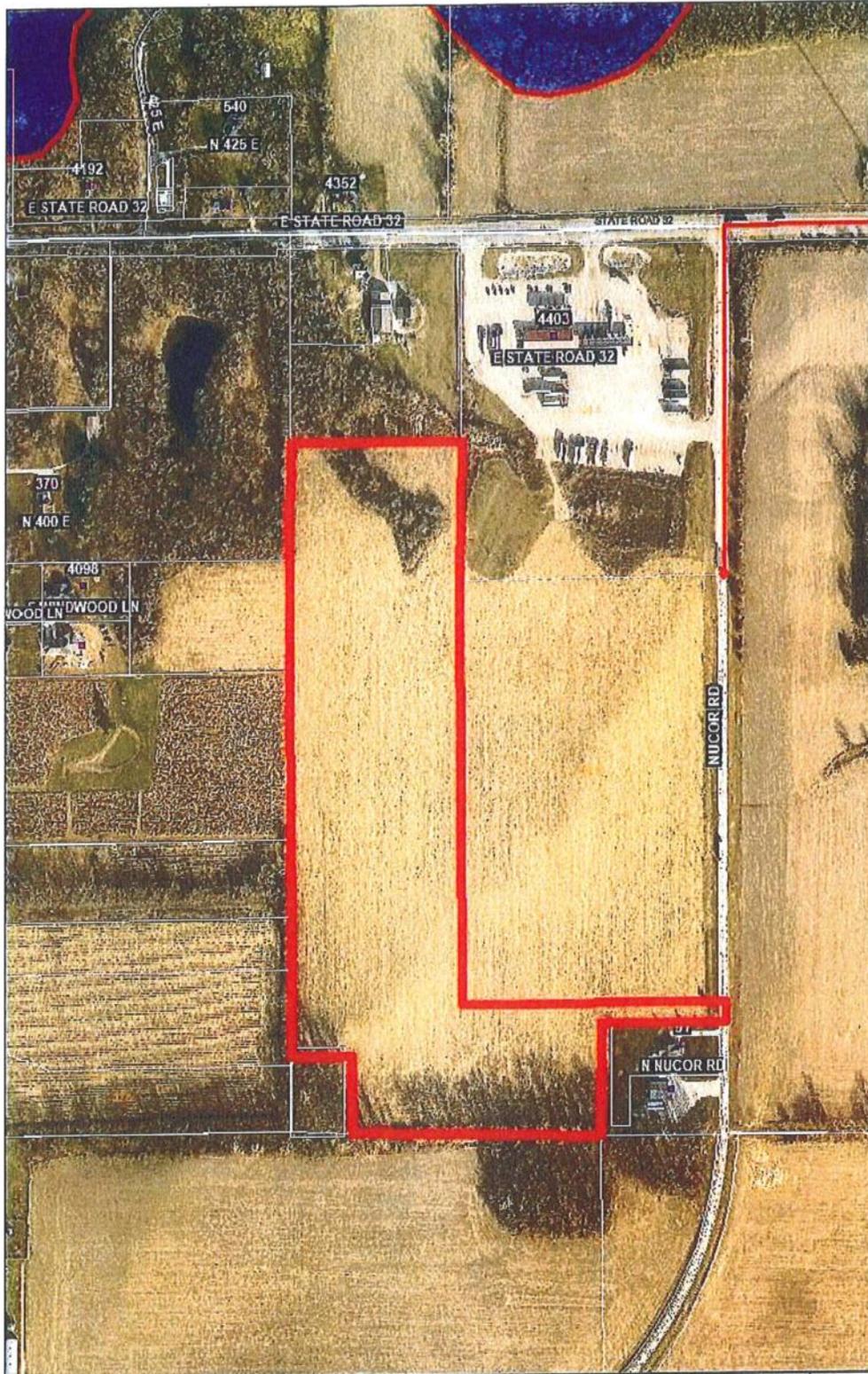
Being on Nucor Road, south of the existing Pilot Truck Stop and in the vicinity of the intersection of State Road 32 and I-74, and being isolated from other large scale agricultural areas, commercial use of this property will fit with existing uses, including the current commercial of the adjacent to the east, owned by same as is requesting the rezone.

Explain how and why the rezone will substantially conserve property values in the jurisdiction.

____ The proposed development on the north side of the proposed re-zone area will substantially enhance property values, being new commercial construction.

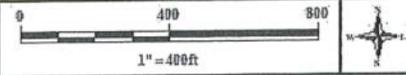
Explain how and why the rezone is responsible development and growth for the jurisdiction.

____ As noted above, this property is adjacent to the existing Pilot Truck Stop in the immediate vicinity the intersection of I-74 and SR 32. This is an area which is likely be developed commercially and this rezone fits with the future of this area.



- Addresses
- Community:
 - CRAWFORDSVILLE
- FLOOD MAPS
- Parcels
 - CRAWFORDSVILLE CI
- Highways
- Roads
- Surveys
- CRAWFORDSVIL

Jones property



Ordinance 2022-37

Tuesday, December 20, 2022 9:30 AM

**MONTGOMERY COUNTY BOARD OF
COMMISSIONERS**

ORDINANCE 2022-37

**APPROVING THE REQUEST OF STEPHEN JONES AND REZONING A
CERTAIN PARCEL OF LAND
IN THE 100 SOUTH BLOCK OF NUCOR ROAD
FROM AGRICULTURAL TO COMMERCIAL**

WHEREAS, Stephen Jones (Jones) filed a proposal to rezone from Agricultural to Commercial certain parcel of land at the 100 South Block of Nucor Road (Parcel No. 54-07-36-300-024.001-024) in Montgomery County, (the legal description for the parcel is attached as Exhibit A); and

WHEREAS, Jones intends to develop the property into commercial lots; and

WHEREAS, the Montgomery County Plan Commission published notice of a public hearing and conducted a public hearing on the proposal on November 23, 2022; and

WHEREAS, the Plan Commission considered Jones' request, comments by the public, the case report and comments by the Zoning Administrator and approved a favorable recommendation on November 23, 2022; and

WHEREAS, the Plan Commission properly certified its recommendation to the Montgomery County Board of Commissioners on November 28, 2022; and

WHEREAS, the Board of Commissioners published notice of a public hearing on the proposal and conducted a public hearing on December 27, 2022; and

WHEREAS, the Board of Commissioners, having considered the certification of the Plan Commission, presentations of the Zoning Administrator and Jones, and comments from the public, and having paid reasonable regard to this evidence and

1. the Montgomery County Comprehensive Plan;
2. the current conditions and the character of current structures and uses in each zoning district;
3. the most desirable use for which the land in each district is adapted;
4. the conservation of property values throughout the unincorporated area of Montgomery County; and
5. responsible development and growth

now finds as follows:

1. Rezoning this real estate from Agricultural to Commercial is consistent with the Comprehensive Plan as it will encourage and facilitate residential commercial development in the area near the site along Nucor Road, an area identified in the Comprehensive Plan for commercial development;

2. the approval will not be injurious to the public health, safety, morals and general welfare of the community;

3. the use and character of land and structures in the area adjacent to the subject site and in the area generally is commercial, residential and agricultural and will not be affected in a substantially adverse manner by development of commercial uses on the land;

4. the approval of the rezone request will likely increase the value of surrounding agricultural and residential property and will not substantially and adversely impact the value property in the area of the subject property;

5. the approval of the requested rezone is consistent with the interests of responsible development and growth in that the approval will not unduly burden the schools, County or State roads and highways, or unduly burden utility providers;

6. the proposed use of the property as commercial is consistent with the most desirable use of the property in the district given the need for commercial development in Montgomery County; and

7. that the requested proposal to rezone the subject land should be granted; and

IT IS, THEREFORE, ORDAINED that the request by Stephen Jones to rezone a certain parcel of real estate, located at the 100 South block of Nucor Road in Montgomery County, and described more particularly in Exhibit A, from Agricultural to Commercial is hereby approved.

IT IS FURTHER ORDAINED that the subject real estate is hereby rezoned to Commercial, and the Zoning Administrator is directed to record this ordinance, change the Zoning Maps, which are incorporated into the Zoning Ordinance, in order to reflect this rezone, and to maintain a record of the conditions contained in this approval.

IT IS FURTHER ORDAINED that this ordinance is effective upon adoption.

Adopted: December 27, 2022

Montgomery County Board
of Commissioners

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest: _____
Jennifer Andel, Auditor

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.

Daniel L. Taylor

This instrument prepared by Daniel L. Taylor, Indiana Supreme Court #11337-54, Taylor, Chadd, Minnette, Schneider & Clutter, P.C., 105 North Washington Street, Crawfordsville, Indiana 47933. Telephone 765-361-9680.

EXHIBIT A

Fishero & Fishero Proposal

Tuesday, December 20, 2022 9:31 AM

PROPOSAL

Page No. _____ of _____ Pages



817 WAYNE AVE.
CRAWFORDSVILLE, INDIANA 47933
(765) 362-6140 Fax (765) 362-6141

PROPOSAL SUBMITTED Montgomery County Commissioners		PHONE 765-376-6515	DATE 12/16/22
STREET 1580 Constitution Row		JOB NAME Concrete Sidewalk	
CITY, STATE and ZIP CODE Crawfordsville, IN 47933		JOB LOCATION Montgomery County Courthouse	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

We agree to furnish labor and materials for the following scope of work:
 Remove existing fencing for proposed new access sidewalk 5'X8' 4". Excavate existing landscaping material and remove curbing at parking lot. All excavation and demolition debris will be hauled from site. New sidewalk will be placed with a 6 bag concrete mix and have 6x6 heavy wire reinforcing mats continuous throughout. Concrete will receive a light broom finish with an application of water proofing sealer upon completion. An approximate construction timeline would be 2 days.

Above mentioned work for the sum of \$ 3,200.00

- Proposed project would have a Spring 2023 start date

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Three- Thousand and Two Hundred _____ dollars (\$ **3,200.00**).

Payment to be made as follows:

Due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **NA** _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

2022 ADA Annual Report

Tuesday, December 20, 2022 2:15 PM

2022 ANNUAL ADA REPORT

Date: December 27, 2022

To: Montgomery County Board of Commissioners

The ADA Self-Evaluation & Transition Plan is complete. The ADA Transition Plan is a living document and will continue to be modified on an as needed basis.

Requests for Reasonable Accommodations

To date we have not received any requests for reasonable accommodations.

ADA Grievance

To date no formal ADA Grievances have been filed.

ADA Accomplishments

ADA Goals

- Proceed with the addition ADA Parking Project at Thomas K. Milligan Justice Center in 2022.
- Employee training on County's ADA Transition Plan.
- Create Employee Training Attendance Log for future training sessions.
- Plan to remove exterior barriers at all County buildings.
- Plan to replace signage at all County buildings.

Respectfully submitted,
Lori Dossett
ADA Coordinator

2022 Title VI Annual Report

Tuesday, December 20, 2022 2:16 PM

MONTGOMERY COUNTY
2022 ANNUAL TITLE VI REPORT

Date: December 27, 2022

To: Montgomery County Board of Commissioners

- The County Commissioners approved Montgomery County's Title VI Implementation Plan on October 12, 2015. The Title VI Implementation Plan is a living document and will be modified on an as needed basis.
- No Title VI Complaints were received in 2022

Respectfully submitted,
Lori Dossett
ADA/Title VI Coordinator

First Trust Indenture Tempur Sealy Bond

Tuesday, December 20, 2022 11:50 AM

Authorization to Plow Snow on Constitution Row

Tuesday, December 20, 2022 3:33 PM

**Authorization to Plow Snow on Constitution Row
And Indemnification Agreement by Montgomery County**

AUTHORIZATION

Houston Companies, Inc. ("Houston"), by the signature of its authorized representative affixed below, and in consideration of the Indemnification by Montgomery County as set forth below, hereby authorizes Montgomery County and its agents to plow snow on Constitution Row prior to the dedication of the road as a public road.

INDEMNIFICATION

Montgomery County ("County"), by the signature of its authorized representative affixed below, and in consideration of the Authorization of Houston as set forth above, hereby agrees that it will defend, indemnify, and hold harmless Houston, and its stockholders, directors, officers, managers, members, partners, agents and employees (collectively, the "Indemnified Parties") from and against all losses incurred or sustained by any of the Indemnified Parties which arise out of, result from, or are directly related to the plowing of snow by the County, or its agents, on Constitution Row prior to the dedication of such road as a public road.

**Houston Companies, Inc.
An Indiana Corporation**

Date: _____

By: _____
Daniel R. Houston, President

**Board of Commissioners of
Montgomery County, Indiana**

Date: _____

By: _____
John Frey, President

Printout

Tuesday, December 20, 2022 11:57 AM

FIRST SUPPLEMENTAL TRUST INDENTURE

Between

MONTGOMERY COUNTY, INDIANA

and

REGIONS BANK
As Trustee

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

Dated as of December 1, 2022

4880-2663-6098.1

FIRST SUPPLEMENTAL TRUST INDENTURE

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

WITNESSETH:

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

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

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

(End of preamble)

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

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

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

"EXHIBIT B

AFFIDAVIT OF CONSTRUCTION FUND
DISBURSEMENT REQUEST AND DEPOSIT

NO. 1

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

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

Ladies and Gentlemen:

This request for disbursement is submitted to you pursuant to Section 4.3(b) of the Trust Indenture dated as of April 1, 2022 ("Indenture") between Montgomery County, Indiana ("County") and Regions Bank ("Bond Trustee"). You are hereby requested to make the following disbursements in the aggregate amount of \$650,000 from the Construction Fund for the reimbursement and/or payment of Costs of Construction (as defined in the Indenture) incurred since the previous Written Request and in the individual amounts stated on Schedule 1 attached hereto.

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

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

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

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

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

4880-2663-6098.1

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

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

MONTGOMERY COUNTY, INDIANA

By: _____
Print: Jennifer Andel
Title: County Auditor

SCHEDULE 1

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

<u>Payee</u>	<u>Amount</u>
Montgomery County Treasurer:	
Reimbursement - Fund #1138 CCD	
Payee Invoice	
IAW (Per Agreement)	\$325,000.00
Reimbursement - Fund #1186 Rainy Day	
IAW (Per Agreement)	\$325,000.00
Montgomery County	\$650,000.00
TOTAL	<u>\$650,000.00</u>

(Attach invoices for above)

TOTAL reimbursements or payments from bond proceeds **\$650,000.00**
(including present Written Request)

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

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

[Remainder of page intentionally left blank.]

4880-2663-6098.1

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

MONTGOMERY COUNTY, INDIANA

Commissioner John E. Frey

Commissioner James D. Fulwider

Commissioner Dan Guard

ATTEST:

County Auditor Jennifer Andel

SEAL

4880-2663-6098.1

REGIONS BANK, as Trustee

By: _____
(Written Signature)

(Printed Signature)

4880-2663-6098.1

AGREEMENT BETWEEN
INDIANA-AMERICAN WATER COMPANY, INC.
AND
MONTGOMERY COUNTY REDEVELOPMENT COMMISSION
AND
MONTGOMERY COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT, by and between Indiana-American Water Company, Inc. (INAW), a wholly owned subsidiary of American Water Works Company, the Montgomery County Redevelopment Commission (RDC), and the Montgomery County Board of Commissioners (Board), entered into this 11 day of November, 2019, IS TO WITNESS THAT:

Whereas, RDC seeks to enter into an agreement with a water utility to provide for the construction and operation of water utility services in certain portions of Montgomery County, referred to as the Service Territory; and

Whereas, INAW is willing to design, build and operate a water service extension into the Service Territory if certain conditions can be satisfied; and

Whereas, the Board is willing to grant water utility easement rights for installation and maintenance of the water main, such easement rights including County reimbursement for any future relocation of the water main due to County projects.

Whereas, INAW owns and operates a public water utility which has water lines adjacent to the Service Territory and has the capacity to provide potable water to the Service Territory;

Whereas, INAW has requested that the Board establish an infrastructure development zone (IDZ) for the Service Territory in order to facilitate this project, and the Board has introduced an ordinance to establish such a zone; and

Whereas, the Board is willing to establish the IDZ for the Service Territory in consideration of INAW's covenants contained in this agreement.

IT IS, THEREFORE AGREED as follows:

1. DESIGN OF WATER DISTRIBUTION SYSTEM: The RDC has engaged engineers to develop a preliminary design of a water distribution system for the Service Territory. The RDC will provide to INAW all preliminary design documents and specifications. INAW will prepare a proposed final design, not inclusive of any pump stations or other non-water main improvements that may be necessary for boosting pressure to serve parts of the Project, on or before November 30, 2019 and submit the same to the RDC for approval. It is anticipated that due to increases in ground elevation in Phase 2 of the Project that a new pump station or other pumping or pressure improvements at the INAW treatment plant will be required to deliver adequate pressures for Phase 2 of the Project. These improvements have not yet been designed by any party. INAW will design these non-water main improvements by June 30, 2020. To the extent that the non-water main improvements necessary for Phase 2 may require land acquisition for construction, INAW will endeavor to acquire land for the improvements by September 30, 2020;

2. CONSTRUCTION OF PHASE I OF WATER DISTRIBUTION SYSTEM: After approval of the proposed final design by the RDC, and after INAW review of any questions and comments by the RDC, and after INAW application for and receipt of necessary

easements and permits (County, IDEM, DNR, USACE, etc.), INAW will commence construction. INAW anticipates obtaining easements and permits in such time that construction could commence by March 1, 2020, and the water main improvements could be placed in service by or before September 30, 2020. The parties agree that Phase I includes the extension of water distribution facilities from INAW's Crawfordsville facilities east along State Road 32 to Nucor Road.

3. CONSTRUCTION OF PHASE II OF WATER DISTRIBUTION SYSTEM: It is anticipated that due to increases in ground elevation in Phase 2 of the Project that a new pump station or other pumping or pressure improvements at the INAW treatment plant will be required to deliver adequate pressures for Phase 2 of the Project. These improvements have not yet been designed by any party. INAW will design these non-water main improvements by June 30, 2020. To the extent that the non-water main improvements necessary for Phase 2 may require land acquisition for construction, INAW will endeavor to acquire land for the improvements by September 30, 2020. After approval of the proposed final design by the RDC and after INAW review of any questions and comments by the RDC, and after delivery by the RDC of a notice to proceed to INAW for Phase II, and after INAW application for and receipt of necessary easements and permits (County, IDEM, DNR, USACE, etc.), INAW will commence construction. Depending on the aforementioned antecedents, INAW expects that construction could commence by March 1, 2021, and the water main improvements and non-water main improvements could be placed in service by or before November 30, 2021. The parties agree that Phase II includes the extension of water distribution facilities from the intersection of State Road 32 and Nucor Road south along Nucor Road to County Road 100 South.

4. CONSTRUCTION OF PHASE III OF WATER DISTRIBUTION SYSTEM: After approval of the proposed final design by the RDC and after INAW review of any questions and comments by the RDC, and delivery by the RDC of a notice to proceed to INAW with Phase III, and after INAW application for and receipt of necessary easements and permits (County, IDEM, DNR, USACE, Railroads, etc.), INAW will commence construction. INAW anticipates receiving easements and permits in a time such that construction could commence within one hundred eighty (180) days of receipt of the notice to proceed and complete construction two hundred seventy (270) days after commencement of construction. The parties agree that Phase III includes the extension of water distribution facilities from the intersection of Nucor Road and County Road 100 South and then south along Nucor Road to County Road 500 South.

5. CONSTRUCTION EXPENSES: INAW will design, construct and operate the water distribution system at its expense and recover the cost of design, construction, easement acquisition and other expenses over a period of 20 years by way of a surcharge to users in the Service Territory after approval of such surcharge by the Indiana Utility Regulatory Commission (IURC). The RDC may, but is not obligated to, contribute its funds to INAW in order to offset the costs of construction in order to lower the amount of the surcharge to ratepayers. For purposes of this agreement, the term "service territory" means the approved infrastructure development zone;

6. FACILITIES IN RIGHTS-OF-WAY: The Board agrees to grant to INAW the legal authority to install and locate water service facilities in the County rights-of-way along Nucor Road and to do so without charge. The Board also agrees to grant INAW easement rights for installation and maintenance of the water main, such easement rights including County reimbursement for any future relocation of the water main due to County

projects. INAW will be responsible for obtaining and paying for the legal authority from the State of Indiana or from landowners to install and locate water service facilities along State Road 32.

7. ACCELERATION OF CONSTRUCTION SCHEDULE: INAW has the right to accelerate the construction schedule for Phase II and Phase III;

8. ESTABLISHMENT OF INFRASTRUCTURE DEVELOPMENT ZONE: INAW's obligations under the terms and conditions of this agreement are contingent upon the Board's (1) establishment of an infrastructure development zone for the benefit of INAW, (2) request that INAW extend service to the zone, and (3) assist INAW in the petition with the IURC to approve the extension of services in the zone. The zone territory is shown on Exhibit A. If the Board of Commissioners do not establish the zone or request that INAW extend services in the zone on or before December 1, 2019, INAW will be under no obligation to perform its obligations under the terms and conditions of this agreement;

9. OWNERSHIP OF FACILITIES: INAW will own all facilities it constructs;

10. CUSTOMERS: All users who connect to the Water Distribution System and receive water from INAW will be considered customers of INAW and will have the same rights and obligations as all similar water customers of INAW's operation in accordance with applicable laws, rules, regulations and tariffs, including, without limitation, those promulgated by the IURC and INAW.

11. RATES AND CHARGES: INAW will bill users directly who connect to the Water Distribution System and receive water service from INAW.

12. APPROVALS: INAW will obtain any and all necessary approvals from the IURC required to provide water service in the Service Territory.

13. OPERATIONS AND MAINTENANCE. INAW will operate, maintain and repair the Water Distribution System in the same manner and at the same levels that it operates, maintains and repairs its other distributions systems and will comply with all applicable laws, regulations and administrative rules and orders.

14. REIMBURSEMENT BY INAW TO RDC: Within fifteen (15) days of the Board establishing the IDZ and requesting that INAW extend service to the IDZ, INAW will reimburse the RDC for engineering design and expenses incurred as of the date of this Agreement and associated with the final design determined under paragraph one, above, in the amount of Two Hundred Seven Thousand Nine Hundred Sixty Dollars (\$207, 960.00). If INAW utilizes preliminary design work commissioned by the RDC, not utilized in the final design under paragraph one, it shall reimburse the RDC, within fifteen (15) days, for the balance of the design work commissioned by the RDC.

15. TERM: The term of this agreement is for 20 years, commencing upon the execution of the agreement.

16. BREACH BY INAW. In the event that INAW fails to commence construction or complete construction as provided for in this agreement or fails to perform its other covenants contained in this agreement, the Board of Commissioners will be entitled to rescind the establishment of the infrastructure development zone for the portion of the Service Territory or zone to which the breach relates. For example, if INAW timely constructs and operates Phase I of the project, but fails to construct or complete Phase II of the project as provided for in the agreement, the Board of Commissioner may rescind the establishment of the infrastructure development zone for the territory contained in Phase II. If the RDC or Board of Commissioners believe that INAW is in breach, it must provide written notice of the alleged breach and provide INAW with 30 days to cure the default. If

INAW does not cure the alleged default, the RDC may exercise its rights as provided for in this agreement and by Indiana law.

17. NOTICES: If either party desires or is required to provide notice to the other party, such notices will be provided to the following persons:

For INAW:

Attn: Matthew Prine, President
153 North Emerson Ave.
Greenwood, IN 46143

For RDC:

Attn: Ron Dickerson
110 West South Boulevard
Crawfordsville, IN 47933

18. GENERAL: This agreement will be construed under the laws of the State of Indiana. This agreement contains the parties' complete agreement. No verbal agreements will be enforceable. This agreement may be modified only by the express, written agreement of the parties. Neither party may assign its obligations under this agreement without the written consent of the other party, unless the assignment is required by reason of a merger or consolidation or sale of substantially all of the assets of INAW or the reorganization of the Montgomery County. The terms and conditions of this agreement are binding upon and inure to the benefit of the parties' assigns and successors in interest. Nothing in this agreement should be construed as creating a partnership or joint venture between the parties. To the extent that any part of this agreement is determined to be invalid or unenforceable, such partial invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of this agreement. All persons executing this agreement have the authority to execute the agreement and bind their respective principals to the terms and conditions of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 11 day of November, 2019.

INDIANA-AMERICAN WATER, INC.

MONTGOMERY COUNTY
REDEVELOPMENT COMMISSION

By: 
Matthew Prine, President

By: 
Ron Dickerson, President

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

By: 
James D. Fulwider, President

Attest: 
Jennifer Andel, Auditor

**Addendum to Agreement Between
Indiana-American Water Company, Inc. and
Montgomery County Redevelopment Commission and
Montgomery County Board of Commissioners**

Pursuant to paragraph 18 of the Agreement, dated November 11, 2019, between Indiana-American Water Company, Inc. (INAW), Montgomery County Redevelopment Commission (RDC), and the Montgomery County Board of Commissioners (Commissioners), the parties hereby modify said Agreement.

For good consideration, the receipt and sufficiency of which are acknowledged, do hereby agree to make the following changes and / or additions that are outlined below. These changes/additions shall be made valid as if they are included in the Agreement:

Paragraph 5. CONSTRUCTION EXPENSES is replaced with:

INAW will design, construct, own and operate the water distribution system upon timetables later agreed to by the parties. The RDC shall contribute \$300,000 to INAW within 30 days of invoicing with an additional \$350,000 to be contributed by November 17, 2021, to cover the actual costs of design and permitting, currently estimated at \$650,000.00, and purchase of real estate for the location of the elevated storage tank, in order to lower the amount of the surcharge to ratepayers. Cost will be true-up to actual at completion of design, and true-up payment shall be made to either party according to the amount of the cost true-up. Montgomery County and/or the RDC shall pay the full and actual costs of the construction of Phase 2 of the project, which is estimated to be \$15,000,000. The first payment of \$3,700,000 shall be made by October 15, 2021. The second payment of \$6,300,000 will be made by July 1, 2022. A third payment will be made within 30 days of invoicing for the actual cost of construction through the in-service date with a final payment due within 30 days of invoicing for finish work on phase 2 of the project. Costs of the project will be recovered over a period of 20 years by way of a surcharge to the users in the Service Territory after approval of such surcharge by the Indiana Utility Regulatory Commission (IURC). The RDC and the Board may, but is not obligated to, contribute its funds to INAW in order to offset the costs of construction to lower the amount of the surcharge to ratepayers. For purposes of this agreement, the term "service territory" means the approved infrastructure development zone.

Paragraph 8. ESTABLISHMENT OF INFRASTRUCTURE DEVELOPMENT ZONE is replaced with:

INAW's obligations under the terms and conditions of this agreement are contingent upon the Board's (1) establishment of an infrastructure development zone for the benefit of INAW, and sufficient to recover the actual costs of the Phases of construction, or the RDC and the Board may pay the actual costs of construction, (2) request that INAW extend service to the zone, and (3) assist INAW in the petition with the IURC to approve the extension of services in the zone. The zone territory is shown on Exhibit A. If the Board of Commissioners do not establish the zone or request that INAW extend services in the zone on or before December 1, 2019, INAW will be under no obligation to perform its obligations under the terms and conditions of this agreement. If the RDC or the Board do not make full payment

pursuant to Paragraph 5, or do not authorize sufficient surcharges, INAW will be under no obligation to perform its obligations under the terms and conditions of this agreement.

No other terms or conditions of the above-mentioned Agreement shall be negated or changed as a result of this here stated addendum.

INDIANA-AMERICAN WATER, INC.

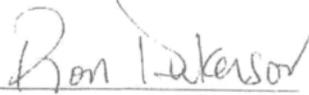
By: _____
Matthew Prine, President

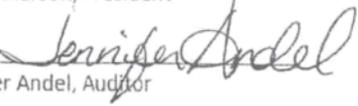
Date: _____

MONTGOMERY COUNTY BOARD
OF COMMISSIONERS

By:  _____
John Frey, President

MONTGOMERY COUNTY
REDEVELOPMENT COMMISSION

By:  _____
Ron Dickerson, President

Attest:  _____
Jennifer Andel, Auditor

Resolution 2022-10: 2023 Commissioner Meeting Dates

Tuesday, December 20, 2022 4:40 PM

**Montgomery County Board of Commissioners
Resolution 2022-10**

A RESOLUTION APPROVING MEETING DATES FOR 2023

WHEREAS, the Montgomery County Board of Commissioners agree to meet on the second and fourth Mondays of each month at 8 a.m., except for the Board's second meeting in December will be held on Wednesday, December 27, 2023 because of the Christmas Day after Holiday;

AND WHEREAS, all meetings of the Board will be in Room E109 in the Montgomery County Government Center, 1580 Constitution Row, Crawfordsville, Indiana until further notice and except as otherwise approved by the Commissioners;

AND WHEREAS, the Board of Commissioners reserves the right to change the meeting dates and times, with proper notice, and to call any special or emergency meetings as circumstances require for the proper functioning of County government.

IT IS, THEREFORE, RESOLVED that the Montgomery County Board of Commissioners will meet on the second and fourth Mondays of each month at 8:00 a.m., except for the Board's second meeting in December will be held on Wednesday, December 27, 2023 because of the Christmas Day after Holiday;

IT IS FURTHER RESOLVED that all meetings of the Board will be in Room E109 in the Montgomery County Government Center, 1580 Constitution Row, Crawfordsville, Indiana until further notice and except as otherwise approved by the Commissioners;

IT IS FURTHER RESOLVED that the Board of Commissioners reserves the right to change the meeting dates and times, with proper notice, and to call any special or emergency meetings as circumstances require for the proper functioning of County government.

THIS REOLUTION is hereby adopted this 27th day of December, 2022.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2022-11: Sheriff's Compensation Agreement

Tuesday, December 20, 2022 2:40 PM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2022 - 11

A RESOLUTION APPROVING SHERIFF'S COMPENSATION AGREEMENT

WHEREAS, in consideration of the Sheriff's assignment to the County of the fees provided for by Indiana Code §36-8-10-7 for prisoner meal allowances and Indiana Code §6-8.1-8-3 for tax warrant collections, the County agrees to pay the Sheriff a fixed amount of compensation; pursuant to Indiana Code §36-2-13-2.5

AND WHEREAS, the Board of Commissioners finds that the proposed 2023 compensation agreement complies with Indiana Code §36-2-13-2.5, is in the best interests of the citizens of the County, and should be approved;

IT IS THEREFORE RESOLVED that the Montgomery County Sheriff 2023 Compensation Agreement, which is attached to this resolution, is hereby approved.

IT IS FURTHER RESOLVED that the President of the Board is hereby authorized to execute the Agreement on behalf of the Board and to forward a copy of this resolution to the Montgomery County Council for consideration.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioners this 27th day of December, 2022.

A Majority of the Montgomery County Board
of Commissioners

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

2023 MONTGOMERY COUNTY SHERIFF SALARY CONTRACT

WHEREAS, The Montgomery County Board of Commissioners (Commissioners) and the Montgomery County Council (Council), in consideration of the assignment by Ryan Needham, the Montgomery County Sheriff (Sheriff) of certain fees to the County, pursuant to Indiana Code §36-2-13-2.5, are willing to approve a fixed amount of compensation for the Sheriff; and

WHEREAS, the Sheriff is willing to assign these fees to the County and be compensated pursuant to a fixed fee compensation agreement as authorized by Indiana Code §36-2-13-2.5;

IT IS, THEREFORE, AGREED by the Commissioners, Council and Sheriff that in consideration of the mutual covenants and conditions recited herein, as follow:

1. **Assignment of Fees for Prisoner Meals:** The Sheriff hereby assigns to Montgomery County (County) all fees from prisoners' meal allowances received under Indiana Code §36-8-10-7, with said fees to be the property of the County and not deemed as compensation for employment under United States Treasury Regulation Section 31.3121(a)-2(b). These fees are assigned as provided for in Paragraph 5 of this agreement.
2. **Assignment of Tax Warrant Collections:** The Sheriff hereby assigns to the County all fees that the Sheriff receives from the collection of tax warrants pursuant to Indiana Code §6-8.1-8-3. These funds shall be paid to the County General Fund. The Sheriff shall deposit all fees collected from Sheriff's sales in the County General Fund for appropriation of operating expenses of the Sheriff's Department pursuant to Indiana Code §32-29-7-3.
3. **Fixed Compensation:** The County hereby establishes a fixed amount of compensation for the Sheriff in the amount of \$102,406 for the year beginning January 1, 2023 and ending December 31, 2023, not including pension nor social security contributions. It is understood that the Sheriff's compensation is paid pursuant to Indiana Code §36-2-13-2.5 and shall be paid from the General Fund in the manner that salaries of other County officials are paid.
4. **Benefits:** Maximum pension benefits payable to the Sheriff in a given year shall not exceed his yearly W-2 income as multiplied by the

County's percentage pension contribution for the calendar year 2023.

5. **Meal Budget Exceeding Costs:** Consistent with Indiana Code §36-2-13-2.5(b)(4)(B), the Sheriff shall pay for the funding of prisoners' meals from meal allowances received pursuant to Indiana Code §36-8-10-7. After the expenses of feeding prisoners are paid, the Sheriff shall deposit any unspent meal allowance money in the County General Fund, and these excess meal allowances may be used for any general fund purpose. Neither the Sheriff nor the Sheriff's officers, deputies and employees may make a profit from the meal allowance funds.
6. **Compliance:** The method and manner of assignment of fees to the County by the Sheriff shall be done and made on such terms and conditions as the Sheriff, the County and the State Board of Tax Commissioners shall agree in order to effectuate this agreement and to the fullest extent possible to preclude those fees described in Indiana Code §36-8-10-7 from being deemed compensation for employment under Treas. Reg Section 31.3121(a)-2(b) and thus subject to W-2 reporting.
7. **Recordkeeping and Reporting:** The Sheriff shall at all times maintain all required records and reports in such form and manner as prescribed by the County and the State Board of Accounts, or as otherwise required under Indiana Code §36-2-13 *et. seq.* In addition, on or before the first Monday in January of each year and the first Monday of July of each year during the term of this agreement, the Sheriff will file with the County Auditor an accounting of expenditures for feeding prisoners.
8. **Duties and Powers:** Nothing in this agreement shall be construed in any manner to relieve the Sheriff of any of his responsibilities or duties under Indiana Code §6-8.1-8-3 or §36-8-10-7, nor in any other way be deemed to limit the powers and duties of the Sheriff provided under Indiana Law.
9. **Meal Administration:** The Sheriff agrees to use his best efforts to administer the meal purchasing and expenses in an efficient manner.
10. **Material Changes in Law:** In the event material changes occur in the Internal Revenue Code or Treasury Regulation sections referred to in this agreement, or there is a material change in Indiana Code §36-2-13-2.5 or §36-8-10-7 that affects the basis for entering into this agreement, then the parties mutually agree to review the terms and

conditions of this agreement, and to modify the same in accordance with material changes in the laws and regulations above referenced.

11. **Effective Date:** This agreement shall be effective as of January 1, 2023 or when the agreement is approved by resolution of the County Council and Board of County Commissioners of Montgomery County, Indiana and signed by the Sheriff, whichever is later.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below:

Sheriff:

Montgomery County Council

Ryan Needham
Sheriff of Montgomery County

By: _____
President

Date: _____

Date: _____

Attest: _____
Jennifer Andel, Auditor

**Montgomery County Board of
Commissioners**

By: _____
John Frey, President

Date: _____

Attest:

Jennifer Andel, Auditor

Resolution 2022-12: Appointing Building/Zoning Director

Tuesday, December 20, 2022 2:44 PM

Montgomery County Board of Commissioners

Resolution 2022-12

A RESOLUTION APPOINTING BUILDING & ZONING ADMINISTRATOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a Building & Zoning Administrator and approve an employment agreement for the Building & Zoning Administrator;

AND WHEREAS, the Board finds that it should appoint David M. Bonwell as Montgomery County Building & Zoning Administrator;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that David M. Bonwell is hereby appointed Montgomery County Building & Zoning Administrator.

IT IS FURTHER RESOLVED that the employment agreement for Bonwell, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 27th day of December, 2022.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

1
**2023 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY BUILDING ADMINISTRATOR**

THIS AGREEMENT, by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and David M. Bonwell (hereinafter referred to as “Bonwell”), is to witness that:

WHEREAS, the County Executive may appoint a full-time County Building Administrator, who is responsible for supervising the County Building Department under direction of the County Commissioners;

AND WHEREAS, the Commissioners desire to employ Bonwell as the County Building Administrator, and Bonwell desires to be employed in this position.

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: That the Commissioners hereby agree to employ Bonwell as County Zoning/Building Administrator for a term beginning on January 1, 2023 and ending December 31, 2024, subject to the reservation by the Commissioners of the right to terminate the employment of Bonwell as provided for in paragraph 4.

2. DUTIES: Bonwell’s duties shall include those assigned by the Montgomery County Board of Commissioners including but not limited to the following:

- a. Technical advisor to the County Drainage Board and Sugar Creek Advisory Board.
- b. Perform the duties described in the Sugar Creek Ordinance.

c. Review proposed storm water drainage plans for compliance with the County Ordinance.

d. Administer the County Flood Plain Ordinance and review proposed improvements.

e. Oversee the activities of the County Building Department and administer building permits and building inspection to enforce state and local codes and ordinances.

f. Supervise all employees of his department including office staff and building inspectors under the direction of the Board of Commissioners.

g. Perform any other related duty as may be assigned by the Board of Commissioners.

h. Directly Report to the County Administrator.

i. Attend all Commissioners' meetings as directed by the Commissioners.

3. SALARY: That the Director's salary, during the term of his contract, shall be As follows:

a. the sum of \$65,661 for 2023; and

b. the salary approved by the Montgomery County Council for 2024.

c. This salary is subject to appropriation by the Montgomery County Council.

Payments shall be made with the same frequency that the other County employees are paid.

4. TERMINATION: The parties agree that this contract may be terminated as follows:

a. Termination by Commissioners: Bonwell is an appointee of the

Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Bonwell's employment with or without cause as follows:

i. For Cause: In the event Bonwell fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Bonwell's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Bonwell's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Bonwell's employment without cause by providing to Bonwell written notice of the termination with the effective date thereof at least thirty (30) days after the date of the written notice. Bonwell shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Bonwell: Bonwell may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME & OVERTIME: Bonwell is not entitled to

compensatory time ("comp time") nor overtime as provided in the Montgomery County Employee Personnel Manual. Bonwell is considered a salaried employee, and he is entitled to the same benefits provided to other County Employees except comp time and overtime.

6. PTO TIME: The parties agree that Bonwell shall be entitled to 165 PTO hours and any carryover hours from the previous year during the contract period.

7. USE OF COUNTY VEHICLE: Because Bonwell will be expected to answer Calls and perform services at all hours, he shall be entitled to the use of a County motor vehicle to perform these services. This right shall include the right to take the vehicle home in order to facilitate more prompt response time. Bonwell shall not use the vehicle for personal use unless such use unavoidable due to the demands of the job. If Bonwell is required to use his own vehicle, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Bonwell shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. OFFICE HOURS: Bonwell shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 8:00 a.m. to 4:30 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. GENERAL: Bonwell shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this ____ day of December, 2022.

BUILDING ADMINISTRATOR

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

Marc Bonwell

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2022-13: Appointing Highway Director

Tuesday, December 20, 2022 2:48 PM

Montgomery County Board of Commissioners

Resolution 2022-13

A RESOLUTION APPOINTING COUNTY HIGHWAY DIRECTOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Highway Director and approve an employment agreement for the County Highway Director;

AND WHEREAS, the Board finds that it should appoint Jake Lough as Montgomery County Highway Director;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Jake Lough is hereby appointed Montgomery County Highway Director.

IT IS FURTHER RESOLVED that the employment agreement for Jake Lough, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 27th day of December, 2022.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

**2023 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY HIGHWAY DIRECTOR**

THIS AGREEMENT made by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and Jake Lough (hereinafter referred to as “Lough”) is to witness that:

WHEREAS, the County Executive may appoint a full-time County Highway Director, who is responsible for supervising the design, construction, planning, traffic, maintenance and other functions of the County Highway Department under direction of the County Commissioners.

AND WHEREAS, the Commissioners desire to employ Lough as the County Highway Director, and Lough desire to be employed in this position;

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: The Commissioners hereby agree to employ Lough as County Highway Director for a term beginning on January 1, 2023 and ending December 31, 2024, subject to the reservation by the Commissioners of the right to terminate the employment of Lough as provided for in Paragraph 4.

2. DUTIES: Lough’s duties shall include the general supervision of the Highway Department, as defined by Indiana law, attend all meetings of the Board of Commissioners, and perform all other duties assigned by the Board. Lough shall directly report to the County Administrator.

3. SALARY: Lough’s salary, during the term of this contract, shall be as follows:

- a. the sum of (\$70,666) for 2023; and
- b. the salary approved by the Montgomery County Council for 2024;
- c. this salary is subject to appropriation by the Montgomery County Council.

Payment shall be made with the same frequency that the other County employees are paid.

4. **TERMINATION:** The parties agree that this contract may be terminated as follows:

a. Termination by Commissioners: Lough is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Lough's employment with or without cause as follows:

i. For Cause: In the event Lough fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Lough's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Lough's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Lough's employment without cause by providing to Lough written notice of the termination with the effective date thereof at least

thirty (30) days after the date of the written notice. Lough shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Lough: Lough may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. **COMPENSATORY TIME:** The Director is not entitled to compensatory time nor overtime as provided in the Montgomery County Employee Personnel Manual and the Director is considered a salaried employee and he is entitled to the same benefits provided to other County Employees except compensatory time and overtime.

6. **COUNTY VEHICLE:** Because Lough will be expected to answer calls and perform services at all hours; he shall be entitled to the use of a County motor vehicle to perform these services. This right shall include the right to take the vehicle home in order to facilitate more prompt response time. Lough shall not use the vehicle for personal use unless such use is unavoidable due to the demands of the job. If Director is required to use his own vehicle, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Director shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. **OFFICE HOURS:** Director shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 7:30 a.m. to 4:00 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. **GENERAL TERMS:** Director shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. Director shall

maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 27th day of December, 2022.

HIGHWAY DIRECTOR

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

Jake Lough

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2022-14: Appointing Mapping Director

Tuesday, December 20, 2022 2:43 PM

Montgomery County Board of Commissioners

Resolution 2022-14

A RESOLUTION APPOINTING COUNTY MAPPING DIRECTOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Mapping Director and approve an employment agreement for the County Mapping Director;

AND WHEREAS, the Board finds that it should appoint Mike Davis as County Mapping Director;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Mike Davis is hereby appointed County Mapping Director.

IT IS FURTHER RESOLVED that the employment agreement for Davis, which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 27th day of December, 2022.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

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**2023 CONTRACT OF EMPLOYMENT
MONTGOMERY COUNTY MAPPING DIRECTOR**

THIS AGREEMENT, by and between the Board of Commissioners of Montgomery County (hereinafter referred to as the “Commissioners”) and Mike Davis (hereinafter referred to as “Davis”), is to witness that:

WHEREAS, the County Executive may appoint a full-time County Mapping Director, who is responsible for supervising the County Mapping Department under direction of the County Commissioners;

AND WHEREAS, the Commissioners desire to employ Davis as the County Mapping Director, and Davis desires to be employed in this position.

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: That the Commissioners hereby agree to employ Davis as County Mapping Director for a term beginning on January 1, 2023 and ending December 31, 2024, subject to the reservation by the Commissioners of the right to terminate the employment of Davis as provided for in paragraph 4.

2. DUTIES: Davis’s duties shall include those assigned by the Montgomery County Board of Commissioners including but not limited to the following:

- a. Manages the County Parcel Base (GIS layers); plots and records boundaries, appropriate easements and other appurtenant information from recorded maps, legal descriptions in deeds, and other documents; augments the GIS layers;
- b. Create new (or revised) Assessor plats, utilizing information; resolves

issues relating to mapping boundary lines and property ownership in accordance with Tiles laws and practices;

c. Audit tentative surveys (in submittal process for recording), review for accuracy and adhere to County Code and other regulations, review errors with surveyors, determine required corrections for re-submittal and rejects flawed submittals;

d. Works with County attorney to interpret applicable laws, regulations and codes to ownership and land division;

e. Reviews recorded surveys for accuracy, performs changes to lines and attributes, creates new parcels and other new features, assigns new parcel numbers to affected parcels;

f. Consults with and advises the Assessor's office staff and other Departments staff, on mapping problems, apparent defects in chain of title, boundary descriptions;

g. Supervise all employees of their department including office staff under the direction of the Board of Commissioners.

h. Perform any other related duty as may be assigned by the Board of Commissioners.

i. Attend all Commissioners' meetings as directed by the Commissioners.

k. Directly report to the County Administrator.

3. SALARY: That the Director's salary, during the term of his contract, shall be As follows:

a. the sum of (\$52,020) for 2023; and

- b. the salary approved by the Montgomery County Council for 2024.
- c. This salary is subject to appropriation by the Montgomery County Council.
Payments shall be made with the same frequency that the other County employees are paid.

4. **TERMINATION:** The parties agree that this contract may be terminated as follows:

a. Termination by Commissioners: Davis is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Davis's employment with or without cause as follows:

- i. For Cause: In the event Davis fails to carry out his duties and obligations as defined by this agreement or violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Davis's employment without prior notice and without further compensation or benefits. If the Commissioners terminate Davis's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.
- ii. Without Cause: The Commissioners shall also have the right to terminate Davis's employment without cause by providing to Davis written notice of the termination with the effective date thereof at least

thirty (30) days after the date of the written notice. Davis shall be entitled to compensation and benefits and shall have the same duties and obligations until the effective date of the termination.

b. Termination by Davis: Davis may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. COMPENSATORY TIME & OVERTIME: Davis is not entitled to compensatory time (“comp time”) nor overtime as provided in the Montgomery County Employee Personnel Manual. Davis is considered a salaried employee, and he is entitled to the same benefits provided to other County Employees except comp time and overtime.

6. VACATION TIME: The parties agree that Davis shall be entitled to 184 hours of Paid Time Off plus any carryover hours from the previous year during the contract period.

7. OFFICE HOURS: Davis shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 8:00 a.m. to 4:30 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. GENERAL: Davis shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

9. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this 27th day of December, 2022.

MAPPING DIRECTOR

Mike Davis

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2022-15: Attorney Engagement Letter

Tuesday, December 20, 2022 10:38 AM

MONTGOMERY COUNTY BOARD of COMMISSIONERS

Resolution 2022 - 15

**Appointing County Attorney and Approving
Engagement Letter**

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Attorney and approve an engagement letter for said Attorney;

AND WHEREAS, the Board appoints Daniel L. Taylor, attorney at law, of the firm Taylor, Chadd, Minnette, Schneider & Clutter, P.C., as the County Attorney;

AND WHEREAS, the Board also approves the engagement letter presented by Daniel L. Taylor.

IT IS, THEREFORE, RESOLVED that Daniel L. Taylor is hereby appointed County Attorney, and the engagement letter for the County Attorney is approved.

THIS RESOLUTION is hereby adopted this 27th day of December, 2022.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Resolution 2022-16: County Administrator

Tuesday, December 20, 2022 11:01 AM

Montgomery County Board of Commissioners

Resolution 2022-16

A RESOLUTION APPOINTING COUNTY ADMINISTRATOR AND APPROVING EMPLOYMENT AGREEMENT

WHEREAS, the Montgomery County Board of Commissioners is empowered to appoint a County Administrator and approve an employment agreement for the County Administrator;

AND WHEREAS, the Board finds that it should appoint Tom Klein as County Administrator;

AND WHEREAS, the Board also finds that the employment agreement which is attached to this resolution should be approved.

IT IS, THEREFORE, RESOLVED that Tom Klein is hereby appointed County Administrator.

IT IS FURTHER RESOLVED that the employment agreement for Tom Klein which is attached to this resolution, is hereby approved.

THIS RESOLUTION is hereby adopted this 27th day of December, 2022.

MONTGOMERY COUNTY BOARD OF
COMMISSIONERS

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

**CONTRACT OF EMPLOYMENT
COUNTY ADMINISTRATOR**

THIS AGREEMENT, by and between the **Board of Commissioners of Montgomery County** (hereinafter referred to as the "Commissioners") and **Tom Klein** (hereinafter referred to as "Klein"), is to witness that:

WHEREAS, pursuant to Indiana Code §36-2-2-14, on September 14, 2020, the Commissioners appointed Klein as the County Administrator, who is the administrative head of the County Government and who works under the supervision of the Commissioners;

AND WHEREAS, the Commissioners and Klein also entered into an employment agreement which had a term of September 14, 2020 to December 31, 2022;

AND WHEREAS, the Commissioners have considered Klein's performance to be excellent and wish to extend the term of Klein's employment agreement from January 1, 2023 to and until December 31, 2025;

AND WHEREAS, Klein wishes to remain as County Administrator and to enter into an employment agreement which included a new term;

AND WHEREAS, the parties desire to enter into a contract which memorializes their agreement regarding such appointment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TERM: The Commissioners hereby agree to employ Klein as County Administrator for a term beginning on January 1, 2023 and ending December 31, 2025, subject to the reservation by the Commissioners of the right to terminate the employment of Klein as provided for in paragraph 4.

2. **DUTIES:** Klein's duties are articulated in the job description for the position and include, but are not limited to, all duties assigned by the Commissioners.

3. **SALARY:** During the term of this agreement, Klein's annual salary will be:

a. **2023:** the sum of Ninety-Eight Thousand Eight Hundred Thirty-Eight Dollars (\$98,838.00);

b. **2024:** a sum to be determined by the Commissioners and approved by the County Council; and

c. **2025:** a sum to be determined by the Commissioners and approved by the County Council.

This salary shall be paid at the same time other county employees are paid and is subject to appropriation by the Montgomery County Council.

4. **TERMINATION:** The parties agree that this contract may be terminated as follows:

a. **Termination by Commissioners:** Klein is an appointee of the Commissioners. As such, he serves at the will of the Commissioners, subject to the rights and obligations of the parties under the terms and conditions of this agreement. The Commissioners may terminate Klein's employment with or without cause as follows:

i. **For Cause:** In the event Klein (1) fails to carry out his duties and obligations as defined by this agreement or (2) violates a policy of Montgomery County as provided for in the employee handbook, the Commissioners shall have the right to terminate Klein's employment for cause, without prior notice and without further compensation or benefits.

If the Commissioners terminate Klein's employment for cause, it shall provide to him written notice of the reasons therefore and the effective date of the termination.

ii. Without Cause: The Commissioners shall also have the right to terminate Klein's employment without cause by providing to Klein written notice of the termination with the effective date thereof at least thirty (30) days after the date of the written notice. After the effective date of the termination of Klein's employment without cause, Klein will be entitled to receive post-termination compensation at the salary provided for in this contract and continuation of his benefits, including but not limited to health insurance and employer contributions to his public employee retirement fund, for up to six (6) months after the effective date of his termination. This post-termination compensation shall be in lieu of damages for any alleged breach of this agreement by the Commissioners, and Klein agrees to accept this post-termination compensation and waive any claim for breach because of early termination. Provided, however these post-termination benefits will cease if Klein becomes employed as a municipal manager or county administrator with another governmental entity prior to the expiration of the six-month post-termination period.

b. Termination by Klein: Klein may terminate this contract of employment at any time by providing written notice to the Montgomery County Board of Commissioners.

5. **COMPENSATORY TIME & OVERTIME:** Klein will be an exempt employee and, therefore, is not entitled to compensatory time (“comp time”) nor overtime as provided in the Montgomery County Employee Personnel Manual for employees who are classified as non-exempt employees for the purposes of the Fair Labor Standards Act.

6. **PAID TIME OFF (PTO):** The parties agree that Klein shall be entitled to 147 hours of PTO each year during the term of the agreement. Klein’s accrual, use, and carry over of PTO is governed by Section 6.03 of the Employee Handbook.

7. **USE OF COUNTY VEHICLE:** Klein will be entitled to the use of a County vehicle for his use in the execution of his duties. Because of the extensive duties and obligations of Klein’s position, he will be allowed to drive the vehicle to and from work, and he may use the vehicle for incidental and nominal personal use. If Klein uses the vehicle for personal use, he will document the miles used for personal use and report that mileage to the Commissioners and such use will be reported as compensation for purposes of income tax in a form and manner consistent with the income tax regulations and rules of the Internal Revenue Service and Indiana Department of Revenue. If Klein is required to use his own vehicle in the execution of his duties, he is entitled to reimbursement for mileage at the same rate as other County Employees are paid. Klein shall submit monthly itemized statements and claim vouchers for this additional remuneration.

7. **OFFICE HOURS:** Klein shall keep regular business hours as directed by the Montgomery County Commissioners. Offices will be open to the public from 8:00 a.m. to 4:30 p.m., Monday through Friday, or as otherwise directed by the Commissioners.

8. **BENEFITS:** Klein will be entitled to all benefits available to other full-time employees of the County government unless provided for otherwise in this agreement.

9. PERFORMANCE ASSESSMENT: In order to promote excellence in performance, Klein and the Commissioners will participate in periodic assessments of his performance. These assessments will be provided to Klein not less frequently than quarterly, and Klein and the Commissioner will produce performance improvement plans, if necessary, in order to promote improvement in Klein's performance.

10. MEMBERSHIPS: The Commissioners will pay membership dues and fees for Klein's memberships in the International and Indiana municipal manager trade associations and Rotary Club and other organizations which the Commissioners, in their discretion, determine assist in Klein's professional development and/or community involvement. The Commissioners may also approve and pay for training, continuing education and conferences and will consider requests for the same on a case-by-case basis.

11. GENERAL: Klein shall always maintain the highest standard of professional conduct and practice in the performance of his duties for the County. He shall maintain all County property and documents entrusted to him and shall return said items to County whenever requested by the Board of Commissioners.

12. CONSTRUCTION: This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

The parties have executed this Agreement this _____ day of December, 2022.

COUNTY ADMINISTRATOR

**BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, INDIANA**

Tom Klein

John Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

ATTEST:

Jennifer Andel, Auditor

Resolution 2022-17: Declaration of Surplus

Tuesday, December 20, 2022 11:49 AM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2022-17

**A Resolution Declaring Certain Property to be Worthless
and Authorizing Disposal**

Whereas, the County is in possession of a 2003 Ford Expedition no longer needed, or no longer fit for its intended purpose;

And Whereas, the Board of Commissioners has determined that the estimated value of such property is less than the estimated costs of sale and transportation of the property;

And Whereas, because the property is worthless, the Commissioners authorize the property to be demolish and/or junk the property;

IT IS THEREFORE RESOLVED that the property, listed in Exhibit A, is worthless and authorizes it to be demolished and/or junk the property in accordance with Indiana Code 5-22-22-8.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioner this 27th day of December, 2022.

Montgomery County Board of Commissioners

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Jennifer Andel, Auditor

Exhibit A



APPLICATION FOR MUNICIPAL CORPORATION AND LAW ENFORCEMENT LICENSE PLATES

State Form 53585 (R4 / 4-15)
Indiana Bureau of Motor Vehicles

RECEIVED

MAR 07 2017

BUREAU OF MOTOR VEHICLES
Municipal Processing
100 North Senate Avenue
Room N415
Indianapolis, IN 46204

MUNICIPAL

INSTRUCTIONS:

1. Complete in blue or black ink or print form.
2. Complete all information in sections 1, 2, 3, and 4, as applicable, and mail to the address listed above.
3. The application must be accompanied by a copy of each vehicle title, title application, or lease agreement if applying for registration only.
4. For a new license plate request, choose either the license plate type that is reflective of your entity, a standard passenger license plate, or other license plate type desired.
5. Indicate in Section 3 which of the municipal classifications applies to the entity named on this application. The entity must submit the requested documentation or proof that the entity meets the indicated classification.
6. A safety inspection must be completed by the Indiana State Police for all school bus plate applications.

SECTION 1 - APPLICANT INFORMATION																		
Name of Owner MONTGOMERY COUNTY EMA								Federal Identification Number 35-6000177										
Street Address of Entity (number and street) 300 E. Pike Street																		
City Crawfordsville				State IN		ZIP Code 47933		County Montgomery		Township Union								
Mailing Address (if different from street address)						City		State IN		ZIP Code								
Name and Title of Entity's Executive Officer Director Shari Harrington						Telephone Number 765-364-5154												
SECTION 2 - VEHICLE INFORMATION																		
<i>(List the following information for each vehicle. Attach additional sheets if necessary.)</i>																		
(1) Vehicle Identification Number (VIN): (Please enter in spaces below.)										Purchase or Lease Date (mm/dd/yyyy)								
1	F	M	P	U	1	6	L	4	3	L	C	1	4	2	7	2	02/13/2017	
Year 2003		Make FORD			Model EXPEDITION				Type 4W		Color RED		Gross Vehicle Weight (if applicable)					
Description of Vehicle Official Business Usage (Law Enforcement Agency must include here if tactical or non-tactical vehicle.)								Financial Responsibility (Source of self-insurance or insurance company name and policy number) Atlantic Specialty Insurance #791000649										
The application is for: (check one)																		
<input checked="" type="checkbox"/> New License Plate																		
<input type="checkbox"/> Transfer an Existing License Plate: _____ (plate number)																		
License Plate Type: (check one)																		
<input type="checkbox"/> City Police <input type="checkbox"/> Sheriff <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> School Bus																		
<input type="checkbox"/> State Owned University <input type="checkbox"/> Driver Education																		
<input type="checkbox"/> Law Enforcement Administrative																		
Or you may choose one of the following:																		
<input type="checkbox"/> Passenger <input type="checkbox"/> Other: _____ (enter plate type)																		