

Opioid Settlement Grant Recommendations

Thursday, October 5, 2023 8:25 AM

Opioid Settlement Funds Approved Grant Summaries

September 2023

Pam's Promise Transitional Housing Corp.

Amount Requested: \$15,250

Amount Approved: \$15,250

Support Services

These funds will be used to provide clients with supportive services through case management staff. Staff who work side by side with the clients to set goals and teach life skills that are necessary to end housing instability and lead clients to independence and stable sustainable housing for themselves and their children. Women learning these skills can provide financial and housing stability for themselves and their children and help meet the growing demand for staffing at local businesses within the community.

Through The Gate

Amount Requested: \$20,000

Amount Approved: \$20,000

Post-Graduate Job Development Manager

These funds will help pay for the post-graduate job development manager at the restaurant that Through the Gate is opening in Montgomery County and it will employ graduates from Through the Gate. Helping Through the Gate graduates succeed is the goal. By expanding the post-graduation capacity of care, they believe they can increase TTG's 78% success rate and produce better equipped employees that will eventually get other jobs in the community. The Job Development Manager will not only oversee the day-to-day operations for the restaurant but they will also continue to teach job development skills, which is part of the clients program as a resident at TTG.

Montgomery County Family Recovery Court

Amount Requested: \$9,000

Amount Approved: \$9,000

Family Recovery Court Support

The Family Recovery Court support would allow a funding source to tackle some of the biggest barriers affecting our Family Recovery Court participants. This would include assistance with legal aid, transportation issues, housing instability, obtaining identification forms, employment and clothing barriers. Some examples of assistance would be obtaining boots and or necessary clothing for a specific

job or assisting in fixing an issue with the family form of transportation. These funds would also allow the FRC to send at least two team members to the RISE24 conference in California. This conference will allow the participants to learn the most up to date evidence-based practices from around the nation.

Integrative Wellness

Amount Requested: \$5,000

Amount Approved: \$5,000

Emergency Needs Fund

InWell's Montgomery County team works primarily on the substance use population and those most vulnerable. They continue to face barriers working with individuals coming out of incarceration or starting their recovery journey in terms of housing and transportation needs. They hope to use these funds to start an emergency needs fund that will allow them to assist in transportation to out of county inpatient services, transitional housing deposits/down payments, and emergency shelter funds for local motels.

Integrative Wellness

Amount Requested: \$425

Amount Approved: \$425

Medication Assisted Treatment Facilitator Training

InWell is requesting these funds to pay for Medication-Assisted Treatment Facilitator training. These costs will pay for the training, fee, and the annual license fee. MAT is a high area listed on their needs assessment along with training the community on MAT. This would pay for the overdose lifeline training which InWell partners with overdose lifeline on many training programs and has been successful. They would use these funds to pay for a staff member to go through the training and then to train emergency room staff, first-responders, and different social service agencies and the public on the benefits of MAT.

Montgomery County Drug Court

Amount Requested: \$4,500

Amount Approved: \$4,500

Breaking Down the Barriers for a Successful Recovery

Drug Court program is requesting these funds to assist participants with removing barriers to their success in recovery from addiction. Most participants beginning Drug Court have just been released from incarceration, which usually results in having a lack of funds and other resources. The funds being requested would be used to purchase 2 bikes with additional accessories such as headlights, brake

lights, and other safety equipment, to assist with lack of available transportation. The funding would also be used to purchase cellphones with 30-day data plan so the participant can call probation to schedule drug tests, contact treatment places to engage in and look for employment. They are also requesting them to pay for housing assistance. Also these funds will be available to help with treatment expenses. Another part of these funds will be used for drug screen costs. There hope is to help take down barriers they need to sustain a life in recovery.

Montgomery County Probation Department

Amount Requested: \$1,100

Amount Approved: \$1,100

Hygiene Bags

The probation department puts together hygiene bags for both men and women who are recently released from incarceration, homeless, or have financial need of hygiene products. They create separate bags for both men and women that include necessary hygiene products such as shampoo/conditioner, soap, razors, shaving cream, deodorant, toothbrush/toothpaste, hairbrush/comb, toilet paper, feminine pads and a pair of socks. They also additionally add a health education piece by including a waterproof hanging tag that explains how to give a breast and testicular cancer self-exam. These funds will help support that project.

Recovery Coalition, Inc.

Amount Requested: \$9,360

Amount Approved: \$9,360

Peer Recovery Coach

The Recovery Coalition is requesting these funds for the Recovery Rec Center to employ a part-time Peer Recovery Coach for twelve months. This will allow someone to guide, mentor, and support anyone who would like to enter into or sustain long-term recovery. The recovery coach will meet weekly with clients. The coach will be paid \$18 per hour and ideally meet with 10 clients per week. They will continue this position after the twelve months and use funds from their Recovery Community Organization to pay for it.

Recovery Coalition, Inc.

Amount Requested: \$16,640

Amount Approved: \$16,640

2024 Part-Time Staffing

The Recovery Coalition is requesting these funds to enable the Recovery Rec Center to employ a part time person for one year to support open hours beyond the meeting times the Rec Center has. Today the Rec Center is staffed by volunteers that focus on the meeting times and the meetings. The Rec Center has started having more services they are providing which has expanded their need for additional staffing other than the part-time director.

Cummins Behavioral Health Systems, Inc.

Amount Requested: \$30,000

Amount Approved: \$20,000

Opioid/Substance Use Disorder Treatment Support

These funds were requested for two different areas. One area was to have part of the funds to be used as an incentive to find additional staffing resources. The incentive would be a bonus and part of the funds were going to pay that bonus. The second part of the funds will be used to help pay for services to those who have difficulty paying for treatment. It may be that they have no funding source to pay for treatment, or they may have private insurance that will not cover treatment or if they do then it has a very high deductible. This funding will allow them to give out vouchers and scholarships for treatment and they will value this up to \$1,000 per consumer. The review team has agreed to fund them for assistance in paying for treatment.

Valley Oaks Health, Inc.

Amount Requested: \$70,000

Amount Approved: \$45,688.17

Expanding peer recovery for uninsured/underinsured VOH patients

Valley Oaks Health is applying to receive funding to provide peer recovery services under one roof to those who cannot otherwise afford such services. The population would be those lacking insurance which covers peer services, having insurance with a high deductible or having no insurance. This will help have peer services, and therapy services all under one roof so that the client is getting the best care they can. This will ensure the treatment team is all under one roof and can communicate more efficiently and effectively.

Opioid Settlement Funds Unapproved Grant Summaries

Thursday, October 5, 2023 9:14 AM

Opioid Settlement Funds Unapproved Grant Summaries

September 2023

Humans United for Equality (HUE)

Amount Requested: \$60,000

Community Transportation

This proposed project was for transportation for the city of Crawfordsville. The idea behind this is that those who suffer from substance use disorders do not have adequate transportation to get to recovery services as needed. The funds for this project would allow for HUE to get a large passenger van and insurance to help with transportation services. HUE would have moved funds over to the Mayor's office would have coordinated the operations of the transportation service. The review committee believed this was a great project and that it was for sure a need however felt that now was not the best time to fund the project as they felt it needed some of the logistics figured out still.

Recovery Coalition Inc

Amount Requested: \$9,474

Community Closet/Pantry

This project was requesting funds to build a shed at the Recovery Rec Center so they could store all the clothing donations they received. They were going store food, clothing, and other household items in the shed so they could then distribute them free in Montgomery County. Due to the Rec Center hosting parent cafes and being a warming station in the winter months, they have the need for additional support for food and clothing. This would allow those already using their services to also receive these additional supports in their already established recovery community. The review committee thought this was great but felt maybe there were things not thought of that would require additional costs. They also felt like there were other options that could be tried first, such as partnering with FISH food and clothing pantry, or donating items to goodwill in exchange for vouchers that the Rec Center could pass out so individuals could get free clothing and household items.

Recovery Jobs LLC

Amount Requested: \$45,000

LivdXP-Montgomery

This project would have used these funds to create a video of testimonial videos/stories from individuals in the Montgomery County Recover Community. They would use this video to hopefully inspire others in need. The review committee chose not to fund due to lack of knowledge on this organization and felt the funds could be best spent elsewhere.

Gateway Apostolic Church DBA Hope Chapel

Amount Requested: \$35,000

Hope Restored

This project would use the funds to pay for costs that follow with the Hope Restored program which is a program that helps people in recovery or domestic violence situations to feel supported. They also hope to break the stigma on substance use, jail and prison sentences, and allow individuals a welcoming environment to be themselves. They hope to bring individuals closer to Jesus Christ, bring awareness to life issues, and provide a safe place for many to begin their healing journey. The review committee chose not to fund this project due to lack of knowledge on the program. With the newness of the program there is no way to know the effectiveness of the program and the number of people they expect to serve seemed unrealistically high.

Reimbursement Contract

Contract Number: R-41586
Road: SR-47
Des: 1800139

UNOFFICIAL DETOUR REIMBURSEMENT CONTRACT

THIS CONTRACT ("CONTRACT") is made and entered by and between the State of Indiana, acting by and through the **Indiana Department of Transportation** (hereinafter referred to as "INDOT") and **Montgomery County**, acting by and through its proper officials (hereinafter referred to as the "LOCAL GOVERNMENT"), jointly referred to as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, because of construction project # 1800139 impacting the LOCAL GOVERNMENT, INDOT and the LOCAL GOVERNMENT have designated an unofficial detour route, which is attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the construction project which necessitated the establishment of such routes has been completed; and

WHEREAS, pursuant to IC §8-23-21-2, INDOT is required to restore the unofficial detour route to its pre-designation condition or to the condition set forth in a contract between the Parties; and

WHEREAS, INDOT and the LOCAL GOVERNMENT have agreed that INDOT shall reimburse the LOCAL GOVERNMENT an amount not to exceed **\$ 3,146.30** for the restoration of the unofficial detour route to its pre-designation condition, in lieu of INDOT restoring the unofficial detour route;

NOW THEREFORE, in consideration of the promises and the mutual agreements and covenants herein contained (the adequacy of which consideration as to each of the Parties to this CONTRACT is hereby mutually acknowledged), and other good and valuable consideration, and intending to be legally bound, INDOT and the LOCAL GOVERNMENT hereby covenant and agree as follows:

Section 1. Restoration of Unofficial Detour Route

The LOCAL GOVERNMENT shall restore the unofficial detour described in **Exhibit A** to its pre-designation condition (hereinafter the "Project").

Section 2. Compensation from INDOT

In lieu of constructing the Project, INDOT shall pay to the LOCAL GOVERNMENT an amount not to exceed \$ 3,146.30 for the costs of the Project. The LOCAL GOVERNMENT shall be responsible for any and all costs of the Project which exceed the amount set forth in this Section 2. The term of this CONTRACT shall be for two (2) years or until the amount is paid to the LOCAL GOVERNMENT, whichever occurs first.

Section 3. Design and Construction

The LOCAL GOVERNMENT shall award the construction contract or perform the work itself, in accordance with all applicable bidding statutes and requirements.

Section 4. Construction and Project Management Compensation Procedure

The LOCAL GOVERNMENT shall submit vouchers to INDOT for the work completed. Upon approval of the voucher by INDOT, INDOT shall make such payment to the LOCAL GOVERNMENT. Such approval shall not be unreasonably withheld.

Section 5. Non-Discrimination

(1) This CONTRACT is enacted pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this CONTRACT, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LOCAL GOVERNMENT or any subcontractor.

Under IC §22-9-1-10 the LOCAL GOVERNMENT covenants that it shall not discriminate against any employee or applicant for employment relating to this CONTRACT with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

(2) The LOCAL GOVERNMENT understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LOCAL GOVERNMENT agrees that if the LOCAL GOVERNMENT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LOCAL GOVERNMENT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LOCAL GOVERNMENT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this CONTRACT.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial

assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran.)

(3) During the performance of this CONTRACT, the LOCAL GOVERNMENT, for itself, its assignees and successors in interest (hereinafter referred to as the "LOCAL GOVERNMENT") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

(a). Compliance with Regulations: The LOCAL GOVERNMENT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this CONTRACT.

(b). Nondiscrimination: The LOCAL GOVERNMENT, with regard to the work performed by it during the CONTRACT, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LOCAL GOVERNMENT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c). Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LOCAL GOVERNMENT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LOCAL GOVERNMENT of the LOCAL GOVERNMENT's obligations under this CONTRACT, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

(d). Information and Reports: The LOCAL GOVERNMENT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LOCAL GOVERNMENT is in the exclusive possession of another who fails or refuses to furnish this information, the LOCAL GOVERNMENT shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(e). Sanctions for Noncompliance: In the event of the LOCAL GOVERNMENT's noncompliance with the nondiscrimination provisions of this CONTRACT, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LOCAL GOVERNMENT under the CONTRACT until the LOCAL GOVERNMENT complies, and/or (b) cancellation, termination or suspension of the CONTRACT, in whole or in part.

(f). Incorporation of Provisions: The LOCAL GOVERNMENT shall include the provisions of paragraphs a through e in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LOCAL GOVERNMENT shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation, the Federal Highway Administration, or the Office of Federal Contract Compliance Programs may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LOCAL GOVERNMENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LOCAL GOVERNMENT may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LOCAL GOVERNMENT may request the United States of America to enter into such litigation to protect the interests of the United States of America.

Section 6. Modification/Entire CONTRACT

This CONTRACT may be amended from time to time hereafter only in writing executed by all parties, and submitted to the Indiana Attorney General for approval as to form and legality. No verbal change, modification, or amendment shall be effective unless in writing and signed by the Parties and the Attorney General. The provisions hereof constitute the entire CONTRACT between the Parties and supersede any verbal statements, representations or warranties stated or implied.

Section 7. Governing Laws

This CONTRACT shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

Section 8. Subsequent Acts

The Parties agree that they will, at any time and from time to time, from and after the execution of this CONTRACT, upon request, perform or cause to be performed such acts, and execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such documents as may be reasonably required for the performance by the Parties of any of their obligations under this CONTRACT.

Section 9. Non-Waiver

No delay or failure by either Party to exercise any right hereunder, and no partial or single

exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 10. Headings

Headings in this CONTRACT are for convenience only and shall not be used to interpret or construe its provisions.

Section 11. Assignment

This CONTRACT shall be binding upon and shall inure to the benefits of the Parties, their legal representatives, successors and assigns, provided, however, because this CONTRACT is personal to each of the Parties hereto, no Party may sell, assign, delegate, or transfer this CONTRACT or any portion thereof, including, without limitation, any rights, title, interests, remedies, powers, and/or duties hereunder without the express written consent of the other Party.

Section 12. Severability

The invalidity of any section, subsection, clause or provision of this CONTRACT shall not affect the validity of the remaining sections, subsections, clauses or provisions of this CONTRACT.

Section 13. Attorney General Approval

This CONTRACT shall not be effective unless and until approved by the Attorney General of Indiana, or their authorized representatives, as to legality and form.

Section 14. Authorizations

Any person executing this CONTRACT in a representative capacity hereby warrants that they have been duly authorized by their principal to execute this CONTRACT on such principal's behalf.

Section 15. Force Majeure

In the event that either Party is unable to perform any of its obligations under this CONTRACT or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this CONTRACT shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this CONTRACT.

Section 16. Substantial Performance

This CONTRACT shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

Section 17. Indemnification

The LOCAL GOVERNMENT agrees to indemnify, defend, exculpate, and hold harmless INDOT, its agents, officials and employees from any liability, loss, damage, injuries, or other casualties of whatever kind, or by whomsoever caused, due to the performance of any of the obligations under this CONTRACT, whether due in whole or in part to the negligent acts or omissions of INDOT, its agents, officials, or employees; or the LOCAL GOVERNMENT, its agents, officials, or employees, or other persons engaged in the performance of the work; or the joint or several acts or omissions of any of them; including any claims arising out of the Worker's Compensation Act or any other law, ordinance, order, or decree. The LOCAL GOVERNMENT further agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on INDOT in connection herewith in the event that the LOCAL GOVERNMENT shall default under the provisions of this Section. INDOT shall **not** provide indemnification to the LOCAL GOVERNMENT.

Section 18. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LOCAL GOVERNMENT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LOCAL GOVERNMENT will give written notice to INDOT within ten (10) days after receiving actual notice that the LOCAL GOVERNMENT, or an employee of the LOCAL GOVERNMENT in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the CONTRACT and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this CONTRACT is in excess of \$25,000.00, the LOCAL GOVERNMENT certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LOCAL GOVERNMENT's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LOCAL GOVERNMENT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LOCAL GOVERNMENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

Section 19. Funding Cancellation

As required by Financial Management Circular 2007-1 and IC §5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this CONTRACT, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Section 20. Debarment and Suspension

- A. The LOCAL GOVERNMENT certifies by entering into this CONTRACT that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this CONTRACT by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this CONTRACT means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the LOCAL GOVERNMENT.
- B. The LOCAL GOVERNMENT certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this CONTRACT and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LOCAL GOVERNMENT shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this CONTRACT.

Section 21. Compliance with Telephone Solicitations Act

As required by IC §5-22-3-7:

- (1) The LOCAL GOVERNMENT and any principals of the LOCAL GOVERNMENT certify that:
 - (A) The LOCAL GOVERNMENT, except for de minimis and nonsystematic

violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) The LOCAL GOVERNMENT will not violate the terms of IC §24-4.7 for the duration of the CONTRACT, even if IC §24-4.7 is preempted by federal law.

(2) The LOCAL GOVERNMENT and any principals of the LOCAL GOVERNMENT certify that an affiliate or principal of the LOCAL GOVERNMENT and any agent acting on behalf of the LOCAL GOVERNMENT or on behalf of an affiliate or principal of the LOCAL GOVERNMENT, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the CONTRACT, even if IC §24-4.7 is preempted by federal law.

Section 22. Ethics

The LOCAL GOVERNMENT and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LOCAL GOVERNMENT has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the CONTRACT, the LOCAL GOVERNMENT shall ensure compliance with the disclosure requirements in IC §4-2-6-10.5 prior to the execution of this CONTRACT.** If the LOCAL GOVERNMENT is not familiar with these ethical requirements, the LOCAL GOVERNMENT should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the LOCAL GOVERNMENT or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this CONTRACT immediately upon notice to the LOCAL GOVERNMENT. In addition, the LOCAL GOVERNMENT may be subject to penalties under IC §4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

Section 23. Payments

All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LOCAL GOVERNMENT in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this CONTRACT except as permitted by IC §4-13-2-20.

Section 24. Employment Eligibility Verification

As required by IC §22-5-1.7, the LOCAL GOVERNMENT swears or affirms under the penalties of perjury that the LOCAL GOVERNMENT does not knowingly employ an unauthorized alien. The LOCAL GOVERNMENT further agrees that:

- A. The LOCAL GOVERNMENT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The LOCAL GOVERNMENT is not required to participate should the E-Verify program cease to exist. Additionally, the LOCAL GOVERNMENT is not required to participate if the LOCAL GOVERNMENT is self-employed and does not employ any employees.
- B. The LOCAL GOVERNMENT shall not knowingly employ or contract with an unauthorized alien. The LOCAL GOVERNMENT shall not retain an employee or contract with a person that the LOCAL GOVERNMENT subsequently learns is an unauthorized alien.
- C. The LOCAL GOVERNMENT shall require its contractors, who perform work under this CONTRACT, to certify to the LOCAL GOVERNMENT that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LOCAL GOVERNMENT agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

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Non-collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of the LOCAL GOVERNMENT. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the LOCAL GOVERNMENT, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this CONTRACT other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the CONTRACT, the LOCAL GOVERNMENT attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the LOCAL GOVERNMENT and the State have, through their duly authorized representatives, entered into this CONTRACT. The Parties having read and understand the forgoing terms of this CONTRACT, do by their respective signatures dated below agree to the terms thereof.

**Commissioner's Signatures
Montgomery County**

Signature

Printed Name

Title

Date: _____

Signature

Printed Name

Title

Date: _____

Clerk-Treasurer or LPA Auditor

Signature

Printed Name

Title

Date: _____

Signature

Printed Name

Title

Date: _____

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Steve Duncan, Director
Contract Administration

Date: _____

Executed by:

_____ (for)
Michael Smith, Commissioner

Date: _____

State Budget Agency

_____ (for)
Zachary Q. Jackson, Director

Date: _____

Department of Administration

_____ (for)
Rebecca Holwerda, Commissioner

Date: _____

Attorney General

_____ (for)
Theodore E. Rokita, Attorney General

Date: _____

2nd Reading: Ord 2023-17 Creating MCHD Social Impact Partnership Program Fund

Thursday, October 5, 2023 8:23 AM

Montgomery County Board of Commissioners

Ordinance 2023-17

AN ORDINANCE CREATING THE MONTGOMERY COUNTY HEALTH DEPARTMENT SOCIAL IMPACT PARTNERSHIP PROGRAM FUND

Whereas, the Montgomery County Health Department has been awarded a grant on behalf of the Social Impact Partnership Program (SIPP) of Franciscan Health in the amount of \$10,000 to be used to implement a diaper pantry and to purchase diapers and wipes; and

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

Whereas, the Montgomery County Board of Commissioners finds that a new fund, the Montgomery County Health Department Social Impact Partnership Program Fund, should be created in order to receive the funds from the Franciscan Health and to provide a mechanism for appropriation and accounting for the funds used.

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

“§ 35.____ Montgomery County Health Department Social Impact Partnership Program
Fund

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby establishes the Montgomery County Health Department Social Impact Partnership Program. The fund shall consist of monies received from Franciscan Health for the SIPP Grant.

(B) *Use of Funds.* All money in the Fund will be used by Montgomery County Health Department; and Franciscan Health will provide the awarded \$10,000 grant funding and used solely to purchase diapers and wipes for the Health Department's Diaper Pantry Project in a form and manner consistent with the grant award.

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

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

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

Adopted this ____ day of October, 2023.

Montgomery County Board of
Commissioners:

John E. Frey, President

Jim Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

2nd Reading: Ord 2023-18 Creating the Mace SWIF Grant Fund

Thursday, October 5, 2023 8:23 AM

Montgomery County Board of Commissioners

Ordinance 2023 - 18

Ordinance Creating the Mace SWIF Grant Fund

Whereas, on September 27, 2012, the Indiana Finance Authority awarded Montgomery County a grant in the amount of \$466,200.00 from the 2021 State Transportation and Stormwater Grant program for Montgomery County's Mace Drainage Project; and

Whereas, under the terms and conditions of the grant agreement for this grant, Montgomery County is obligated to use the funds from this grant, along with the County's local match, to pay for the expenses for the Mace Project; and

Whereas, the Board of Commissioners approved the grant agreement for the grant on December 13, 2021; and

Whereas, the Board of Commissioners now finds that a new fund should be created for the grant award funds and that the County Code should be amended in order to include this new fund.

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

§35.____ Mace SWIF Grant Fund

(A) Establishment of Fund. The Montgomery County Board of Commissioners hereby establishes the Mace SWIF Grant Fund to receive, use, and account for funds received from the Indiana Finance Authority from the 2021 State Transportation and Stormwater Grant Award to Montgomery County for the Mace Drainage Project.

(B) Use of Funds. The Montgomery County Board of Commissioners will use the grant funds for the expenses of the Mace Drainage Project, in a form and manner consistent with the grant agreement entered into by and between the Board of Commissioners and the Indiana Finance Authority

(C) Non-Reverting Fund. This fund shall be non-reverting and remain in effect until modified or rescinded by the Montgomery County Board of Commissioners.

(D) Severability. If any provision of this ordinance is held to be invalid by a court of competent jurisdiction, all other provisions of this ordinance not otherwise invalidated will remain in full force and effect.

(Ord. 2023-18, passed 10-9-23)”

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

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

Ordained this 9th day of October, 2023

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

2nd Reading: Ord 2023-19 Creating the Tempur SWIF Grant Fund

Thursday, October 5, 2023 8:23 AM

Montgomery County Board of Commissioners

Ordinance 2023 - 19

Ordinance Creating the Tempur SWIF Grant Fund

Whereas, the Indiana Finance Authority awarded Montgomery County a grant in the amount of \$3,000,000.00 from the Water Infrastructure Grant Program for Indiana Communities, also known as the State Water Infrastructure Fund (SWIF), for expenses of the County's Tempur Water Project; and

Whereas, under the terms and conditions of the grant agreement for this grant, Montgomery County is obligated to use the funds from this grant for the installation of a water main, pumping station and water tower for the Tempur Water Project; and

Whereas, the Board of Commissioners approved the grant agreement for the grant; and

Whereas, the Board of Commissioners now finds that a new fund should be created for the grant award funds and that the County Code should be amended in order to include this new fund.

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

“§35.____ Tempur SWIF Grant Fund

(A) Establishment of Fund. The Montgomery County Board of Commissioners hereby establishes the Tempur SWIF Grant Fund to receive, use, and account for funds received from the Indiana Finance Authority from the Water Infrastructure Grant Program for Indiana Communities, also

known as the State Water Infrastructure Fund (SWIF), for the Tempur Water Project.

(B) Use of Funds. The Montgomery County Board of Commissioners will use the grant funds for the expenses of the Tempur Water Project, in a form and manner consistent with the grant agreement entered into by and between the Board of Commissioners and the Indiana Finance Authority

(C) Non-Reverting Fund. This fund shall be non-reverting and remain in effect until modified or rescinded by the Montgomery County Board of Commissioners.

(D) Severability. If any provision of this ordinance is held to be invalid by a court of competent jurisdiction, all other provisions of this ordinance not otherwise invalidated will remain in full force and effect.

(Ord. 2023-19, passed 10-9-23)”

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

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

Ordained this 9th day of October, 2023

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Intro: Ord 2023-20 - Amending Flood Damage Prevention Regulations

Thursday, October 5, 2023 9:18 AM

Montgomery County Board of Commissioners

Ordinance 2023-20

An Ordinance Amending Flood Damage Prevention Regulations

Whereas, the Indiana Department of Natural Resources periodically reviews local flood damage prevention regulations and provides to counties technical corrections for such regulations; and

Whereas, Montgomery County has received suggested technical corrections, and Building Commissioner Marc Bonwell has recommended that Chapter 151 of the County Code be amended in order to incorporate these technical corrections into Chapter 151; and

Whereas, the Montgomery County Board of Commissioners finds that Chapter 151 of the County Code should be amended to incorporate these technical corrections, as shown in Exhibit A.

It is therefore ordained that the Chapter 151 of the County Code is hereby amended as shown in Exhibit A.

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

Adopted this 23rd day of October, 2023.

[Signature Page Follows]

Montgomery County, Indiana
Board of Commissioners

Voting Yes:

Voting No:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Exhibit A

CHAPTER 151: FLOOD DAMAGE PREVENTION

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

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

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151.05

General Provisions

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

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- 151.15 Designation of Administrator
- 151.16 Floodplain Development Permit and Certification Requirements
- 151.17 Duties and Responsibilities of the Administrator
- 151.18 Administrative Procedures
- 151.19 Map Maintenance Activities
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- 151.21 Floodplain Status Standards
 - 151.21.1 Standards for Identified Floodways
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 - 151.21.4 Standards for SFHAs not Identified on a Map
- 151.22 General Standards
- 151.23 Specific Standards
 - 151.23.1 Building Protection Requirement
 - 151.23.2 Residential Construction (excluding manufactured homes)
 - 151.23.3 Non-Residential Construction
 - 151.23.4 Manufactured Homes and Recreational Vehicles
 - 151.23.5 Accessory Structures
 - 151.23.6 Pavilions, Gazebos, Decks, Carports, and Similar Development
 - 151.23.7 Above Ground Gas or Liquid Storage Tanks
- 151.24 Standards for Subdivision Proposals
- 151.25 Standards for Critical Facilities

LEGAL STATUS PROVISIONS

- 151.26 Severability

FLOOD DAMAGE PREVENTION

Statutory Authorization, Findings of Fact, Purpose, and Methods

§151.01 Statutory Authorization

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

§151.02 Findings of Fact

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

§151.03 Statement of Purpose

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

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

- (10) Minimize the impact of development on the natural, beneficial values of the floodplain;
- (11) Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- (12) Meet community participation requirements of the National Flood Insurance Program.

§151.04 Methods of Reducing Flood Loss

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

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

§151.05 Definitions

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

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

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

- (1) Accessory structures are considered walled and roofed where the structure includes at least two outside rigid walls and a fully secured roof.
- (2) Examples of accessory structures include but are not necessarily limited to two-car detached garages (or smaller), carports, storage and tool sheds, and small boathouses.
- (3) The following may have uses that are incidental or accessory to the principal structure on a parcel but are generally not considered to be accessory structures by the NFIP:

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

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

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

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

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

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

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

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

Building – See "Structure."

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

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

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

- (1) construction, reconstruction, or placement of a structure or any addition to a structure;

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

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

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

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

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

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

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

FEMA means the Federal Emergency Management Agency.

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

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

- (1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows) which are proximately caused by flooding and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Historic structure means any structure that is:

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

Hydrologic and hydraulic engineering analysis means analyses performed by a professional engineer licensed by the State of Indiana, in accordance with standard engineering practices that are accepted by the Indiana Department of Natural Resources and FEMA, used to determine the base flood, other frequency floods, flood elevations, floodway information and boundaries, and flood profiles.

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

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

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

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

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

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

- (1) The lowest floor of a building.
- (2) The basement floor.
- (3) The garage floor if the garage is connected to the building.

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

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

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

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

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

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

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

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

Obstruction includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, canalization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water; or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

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

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

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

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

Recreational vehicle means a vehicle which is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Provisions

§151.06 Lands to Which This Ordinance Applies

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

§151.07 Basis for Establishing the Areas of Special Flood Hazard

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

§151.08 Establishment of Floodplain Development Permit

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

§151.09 Compliance

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

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

§151.10 Abrogation and Greater Restrictions

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

§151.11 Discrepancy between Mapped Floodplain and Actual Ground Elevations

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

§151.12 Interpretation

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

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

§151.13 Warning and Disclaimer of Liability

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

Montgomery County Board of Commissioners

Ordinance 2023 - 21

**Ordinance Creating an Indiana Economic Development Corporation
Industrial Development Grant Fund**

Whereas, on February 10, 2023, the Indiana Economic Development Corporation awarded Montgomery County a grant in the amount of \$450,000.00 from the 2023 Industrial Development Grant Fund for Montgomery County to support the new Tempur Sealy manufacturing facility in Crawfordsville, IN; and

Whereas, under the terms and conditions of the grant agreement for this grant, Montgomery County's Infrastructure Project shall consist of the construction of a rail spur to support the transportation of raw materials to be used in Tempur Sealy's manufacturing facility; and

Whereas, the Board of Commissioners approved the grant agreement for the grant on January 23, 2023; and

Whereas, the Board of Commissioners now finds that a new fund should be created for the grant award funds and that the County Code should be amended in order to include this new fund.

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

**§35.____ 2023 Indiana Economic Development Corporation Industrial
Development Grant Fund**

(A) Establishment of Fund. The Montgomery County Board of Commissioners hereby establishes the 2023 Indiana Economic Development Corporation Industrial Development Grant Fund to receive, use, and account for funds received from the Indiana Economic Development Corporation.

(B) Use of Funds. The Montgomery County Board of Commissioners will use the grant funds for construction of a rail spur to support the transportation of raw materials to be used in Tempur Sealy's manufacturing facility.

(C) Non-Reverting Fund. This fund shall be non-reverting and remain in effect until modified or rescinded by the Montgomery County Board of Commissioners.

(D) Severability. If any provision of this ordinance is held to be invalid by a court of competent jurisdiction, all other provisions of this ordinance not otherwise invalidated will remain in full force and effect.

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

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

Ordained this 23rd day of October, 2023

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor