

Agenda

Wednesday, December 6, 2023 9:10 AM

AGENDA

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, DECEMBER 11, 2023
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: AP & 12/1/23 Payroll
Minutes: November 27, 2023
2024 County Holiday Calendar
Diligent Advisory Group LLC and Cloudapt, LLC Assignment & Assumption Agreement
Accept 2023 Risk Management Report
Accept 2023 Internal Controls Annual Report

PRESENTATION OF OPIOID GRANT AWARD RECIPIENTS

NEW BUSINESS

Accept Highway Department Annual Bids
Grant Agreement - Title IV-E Incentive Payments Program

ORDINANCES

Final Reading 2023-31 Adopting a Policy for Recording Receipt of Real Estate and Personal Property Tax Payments
Introduction 2023-32 Amending Internal Controls To Adopt Segregation of Duties Policy
Introduction 2023-33 Amending Health Department Tattoo Parlor Fees
Introduction 2023-34 Amending Health Department Retail Food Establishment Fees
Introduction 2023-35 Amending Health Department Swimming Pool and Spa Operation Fees
Introduction 2023-36 Creating 2024/2025 Title IV-E Incentive Payment Program Grant Fund

RESOLUTIONS

OTHER BUSINESS

ADJOURNMENT

Agenda Memo

Wednesday, December 6, 2023 10:34 AM

AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING
MONDAY, DECEMBER 11, 2023
8 AM
1580 Constitution Row - Room E109
Crawfordsville, IN 47933**

CALL TO ORDER Board President John E. Frey

PLEDGE ALLIGENCE and PRAYER

CONSENT AGENDA

Approval of Claims: Accounts Payable & 12/1/23 Payroll
Minutes - November 27, 2023

2024 Holiday Calendar

Diligent Advisory Group LLC and Cloudapt, LLC Assignment & Assumption Agreement -

Diligent Advisory Group has transferred and conveyed to Cloudapt, LLC all of rights to their contract with Montgomery County's 36 month project Agreement executed on March 18, 2022 for monitoring and maintenance of the County's door access and camera system at the Government Center.

Accept 2023 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.

Accept 2023 Internal Controls Annual Report -

The Internal Controls Committee is responsible for an annual review of the Internal Controls Policy. The Committee may issue recommendations to address concerns that have been identified. The Report discusses the concerns and provides recommendations.

PRESENTATION OF OPIOID GRANT AWARD RECIPIENTS

NEW BUSINESS

Accept Highway Department Annual Bids

The following bids were opened at the 11-27-23 Commissioner meeting:

Lincoln Park

S&G Excavating

Putnam County Aggregates

Pro-Ag, Inc.
Pavement Solutions
Newton Oil
Surbs Tire
CivilCon
Milestone Contractors
E-3 Bridge
Ceres Solutions
Corks Dust Control
US Aggregate
Asphalt Materials
Bane Auto
Engineering Aggregates
Pomps Tire
Morton Salt
Cargil
Compass Materials
Conrad Perry
Stello Signs

Grant Agreement - Title IV-E Incentive Payments Program

The Public Defender Commission has awarded Montgomery County a reimbursable \$18,000 grant for all three Montgomery County Courts and the amount of the Grant will be \$12,000 for Year 1 and \$6,000 for Year 2.

ORDINANCES

Final Reading 2023-31 Adopting a Policy for Recording Receipt of Real Estate and Personal Property Tax Payments

SBOA has issued a directive to County Treasurers to adopt a policy to effectively implement the statutory requirements of Indiana Code 6-1.1-37-10 related to receipts of tax payments and the issuance of penalties in the cases of late payments. The County Treasurer has procedures in place and now desires to adopt them into the County Code of Ordinances as official policy.

Introduction 2023-32 Amending Internal Controls To Adopt Segregation of Duties Policy

The Montgomery County government is periodically the recipient of federal awards, such as federal grants, to complete projects or provide services; and when the County is a recipient of federal award, the County is responsible for administering the federal funds according to federal, state, and local laws, as well as according to the federal award itself; and the federal government requires the County to segregate duties associated the administration of federal awards whenever practical in order to effectively prevent, detect, or correct noncompliance with federal statutes, regulations, and the terms and conditions of the awards.

Introduction 2023-33 Amending Health Department Tattoo Parlor Fees

Proposed ordinance would raise the cost for a Tattoo Parlor Operation permit from \$50 to \$100 and also raise the tattoo artist permit from \$25 to \$50.

Introduction 2023-34 Amending Health Department Retail Food Establishment Fees

Each new food establishment or bed and breakfast or any existing food establishment or bed and breakfast desiring to remodel or build any additions requiring a building or other permit which includes renovations to the food preparation area shall be required to pay an initial fee for the review of plans and specifications and for the initial inspection of the food establishment bed and breakfast. This fee is in addition to the permit fee. In the instance where there are multiple food establishments or areas within one building which will require staged final inspections at separate times, an application fee as set out below will be required for each final inspection. The proposed ordinance Plan Review Fee would increase from \$150 to \$175.

Introduction 2023-35 Amending Health Department Swimming Pool and Spa Operation Fees

Ordinance proposes to increase the license fees to be charged prior to the issuance of a license to operate a swimming pool in Montgomery County. The fees shall be as follows: Seasonal pools: \$100 fee increase to \$125; Seasonal water park: \$125; Baby/Splash Pad: \$50; Annual pools \$125 to \$175; Annual pools and spas: \$175 to \$225.

Introduction 2023-36 Creating 2024/2025 Title IV-E Incentive Payment Program Grant Fund -

The Public Defender Commission has awarded Montgomery County a reimbursable \$18,000 grant for all three Montgomery County Courts and the amount of the Grant will be \$12,000 for Year 1 and \$6,000 for Year 2. The program shall extend over two years (eight consecutive quarterly submissions). Public Defenders Commission will provide \$1,000 per Court per quarter for the first four quarters and with \$500 per Court per quarter for quarters five through eight. This grant runs from October 1, 2023 to December 31, 2025.

AP Claims

Wednesday, December 6, 2023 10:34 AM

Payroll Claims

Wednesday, December 6, 2023

10:37 AM

Minutes - November 27, 2023

Wednesday, December 6, 2023 10:35 AM

MINUTES
MONTGOMERY COUNTY COMMISSIONER MEETING
MONDAY, NOVEMBER 27, 2023

The Montgomery County Commissioners met in regular session on Monday, November 27, 2023 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 Commissioner Jim Fulwider and Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; Assistant County Attorney Tyler Nichols; Auditor Mindy Byers; Building Administrator Marc Bonwell; Highway Director Jake Lough; Mapping Administrator Mike Davis; Assessor Sherri Bentley; Health Administrator Adrienne Northcutt; CCC Director Sherri Henry; and Commissioners Executive Assistant Lori Dossett.

PLEDGE & PRAYER

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

CONSENT AGENDA

Approval of Claims: November 13, 2023 to November 27, 2023

Accounts Payable - \$4,856,822.09

Payroll 11/17 - \$486,597.99

Minutes – November 13, 2023

Commissioner Fulwider moved to approve the Consent Agenda. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.

NEW BUSINESS

2024 County Holiday Schedule

New Year's Day-Monday, January 1;
Martin Luther King, Jr. Day-Monday, January 15;
President's Day-Monday, February 19;
Good Friday-Friday, March 29;
Primary Election Day-Tuesday-May 7;
Memorial Day-Monday, May 27;
Juneteenth-Wednesday, June 19;
Independence Day-Thursday, July 4;
Labor Day-Monday, September 2;
Election Day-Tuesday, November 5;
Veteran's Day-Monday, November 11;
Thanksgiving Day-Thursday, November 28;
Day after Thanksgiving-Friday, November 29;
Christmas Eve-Tuesday, December 24
Christmas Day, Wednesday, December 25;
Day After Christmas Thursday, December 26.

Commissioners discussed additional days added to the calendar from 2023 and questioned why those days were added including an extra day after Christmas. Commissioner Guard discussed reducing the amount of holidays to twelve days and add two elective/floating holidays. After further discussion, *Commissioner Frey moved to table the 2024 County Holiday Schedule. Commissioner Guard seconded.*
2 votes yes – Frey & Guard; 1 vote no – Fulwider. Motion carried.

PUBLIC HEARING

RZ2023-3 Ratcliff Re-Zone Request Land at 1388 West U.S. Highway 136 from Commercial to Residential

Building Administrator Marc Bonwell stated the Plan Commission conducted a public hearing to consider a Re-zone of a parcel from Commercial to Residential. The parcel is located on US Highway 136 650 feet West of County Road 125 W. The parcel is .7 acres with an existing building that previously was used as a doctor's office. The petitioner wishes to remodel the existing building for change of occupancy to a single-family dwelling and add an unattached garage to the site as well. The adjacent properties are higher density residential. The property is less than the required 1 acre for a single-family dwelling but the existing characteristics of the building are consistent with Single family dwelling and no additional square footage to the building is planned. The planned unattached garage will be located over existing impervious parking lot which existed for the small doctor's office. The petitioner will be required to have a septic review prior to any permits issued. The remodel for the existing building will be required to obtain a building permit as well. Access to the property to US 136 and is more than adequate for the planned occupancy change to an SFD. The site is served by on-site well and septic. The property has an existing E911 address. The Plan Commission has held a public hearing and have determined a favorable recommendation to the Montgomery County Commissioners for final decision on zoning classification change from business to residential.

Board President Frey Opened Public Hearing Open @ 8:09am

Hearing no one come forward with a comment, the Public Hearing Closed @ 8:09am

Ordinance 2023-28 Approving the Request of Ratcliff, Inc. and Rezoning a Certain Parcel of Land at 1388 West U.S. Highway 136 from Commercial to Residential *Commissioner Guard moved to approve Ordinance 2023-28 Approving the Request of Ratcliff, Inc. and a Rezoning a Certain Parcel of Land at 1388 West U.S. Highway 136 from Commercial to Residential. Commissioner Fulwider seconded. Motion carried.*

RZ2023-4 Nucor Corporation Re-Zone Request at 4259 E Ladoga Road from Agricultural & Commercial Zoned property to Industrial

Building/Zoning Administrator Marc Bonwell stated the Plan Commission conducted a public hearing to consider a Re-zone of four parcels. Three of the parcels are currently zoned agricultural and one is zoned Commercial. The parcels are located south of County road Ladoga Rd. the four parcels total approximately 152 acres and are all owned by Nucor Corporation. The purpose of the re-zone is for the petitioner to develop the site for industrial manufacturing. This

area in Montgomery County zoning is industrial and agricultural with low density residential. The proposed site is adjacent to the Nucor Steel Campus and is the former site of Herr Voss Stampco manufacturing property. The existing building from the Herr Voss site will be used for the proposed facility. To the west is the Ceres Solutions Cooperative and Whitesville Crop Nutrient facility which is an industrial site. To the east is agriculture and residential zoning classifications. The area north of the site is the Nucor campus and agricultural properties and to the south is agricultural. Ladoga Rd is the access point for the project and is a major collector in the Montgomery County road system. The project proposes 4 entrances into the property from Ladoga Road. The Montgomery County Street Design Standards allow multiple entrances with 200' minimum separation. Sight distances at the property are capable of the requested entrances. A traffic study could be required by the Commission. The site will be served for sanitary by the MC Regional Sewer District. No SFHA exist on the property but a small pocket wetland area does exist on the property. The Plan Commission has held a public hearing and forwarded a favorable recommendation with one condition "no light or external public address systems to be allowed on property" to the Montgomery County Commissioners for final decision on zoning classification change from commercial to industrial.

Board President Frey Opened Public Hearing Open @ 8:12am

Hearing no one come forward with a comment, the Public Hearing Closed @ 8:13am

Ordinance 2023-29 Approving the Request of Nucor Corporation and Rezoning Certain Parcels of Land at 4259 East Ladoga Road from Agricultural and Commercial to Industrial

Commissioner Guard moved to approve Ordinance 2023-29 Approving the Nucor Corporation Re-Zone Request at 4259 E Ladoga Road from Agricultural & Commercial Zoned property to Industrial. Commissioner Fulwider seconded. Motion carried.

Text Amendments to Chapter 159: New Zoning Districts, Bulk Standards and add Articles 16, 17, 18 & 19 to the Montgomery County Zoning Code

Building/Zoning Administrator Marc Bonwell stated the Plan Commission held a public hearing regarding several text amendments to Chapter 159 of the Zoning Code. ZA2023-1- New zoning districts, Accessory uses, Use table, Bulk standards and Development Plan Review.

Added Articles: 16 Outdoor Lighting, 17 Off Street Parking, 18 Landscaping and Screening and 19 Signs.

Procedure: After a Zoning Ordinance is adopted, the text of the Ordinance may be amended. Amendments usually are the result of new zoning issues in the jurisdiction, problems in the administration of the Ordinance, or the discovery of errors which require technical correction. Text amendments are initiated by either the Plan Commission or County Commissioners and require a public hearing. After you conduct a public hearing the County Commissioners will rule on amendments to Chapter 159.

Article 2 - District Regulations

2.02 Zoning Districts

The amendment to section 2.02 expands from the original six districts (A, R, C, I, AO, PUD) to incorporate four new residential classifications a second Commercial class along with an Institutional classification

Article 2 amendment adds definitions for each individual classification. These definitions explain the newly created zoning districts R-1,R-2, R-3, R-4, MH, IN AND C-1.

Article 2 Use Table A has been amended by individual use with the associated zoning classification. The table lists multiple uses and each individual zoning class in which the use is conforming.

Article 2.18 adds language for accessory use which is conforming in all districts and outlines the attributes of accessory.

Article 2.19 adds the bulk standards that apply to each district.

Article 14 - Development Plan Review

14.03 this section is edited to add the uses from article 2 that would be required to file a development plan with the Commission. The amendment to article 14 also adds an expansion of use structure or site for additions to existing properties of 35% or more.

New Article 16 - Outdoor Lighting Standards

Adds an article to Chapter 159 for lighting on properties in R-2, 3,4, C, C-1, MH, IN and I. the lighting standards will regulate exterior lighting trespass.

New Article 17- Off Street Parking and Loading

Sets standards for adequate area of size and location for off street parking within the County. The article also sets requirements for parking space size as well aa driving lanes associated with the off street parking.

ADA standards for parking lots in chapter 159 with the intent to provide parking requirements for various uses.

New Article 18 - Landscaping and Screening

provides requirements to foster development that will protect and preserve the appearance and increase the compatibility of uses to minimize noise, dust and other intrusions to other adjacent uses.

New Article 19 - Signs

Is designed to maintain the aesthetic nature of the County and to minimize negative effect of signs to nearby properties. The article also allows for consistency of regulation throughout the County.

Board President Frey Opened Public Hearing Open @ 8:17am

Hearing no one come forward with a comment, the Public Hearing Closed @ 8:18am

Ordinance 2023-30 Adopting Text Amendments to the Zoning Ordinance

Commissioner Guard moved to approve Ordinance 2023-30 Adopting Text Amendments to the Zoning Ordinance. Commissioner Fulwider seconded. Motion carried.

Open Highway Department Annual Bids

Attorney Dan Taylor opened the following Highway Department Annual Bids:

- Lincoln Park
- S&G Excavating
- Putnam County Aggrigates
- Pro-Ag, Inc.
- Pavement Solutions
- Newton Oil
- Surbs Tire
- CivilCon
- Milestone Contractors
- E-3 Bridge
- Ceres Solutions
- Corks Dust Control
- US Aggregate
- Asphalt Materials
- Bane Auto
- Engineering Aggregates
- Pomps Tire
- Morton Salt
- Cargil
- Compass Materials
- Conrad Perry
- Stello Signs

Commissioner Fulwider moved to take the annual bids under advisement. Commissioner Guard seconded. Motion carried.

Notice to Bidders – CCMG 2023-2 Projects

Bids are due January 5, 2024 by 4pm – bids to be opened Monday, January 8, 2024 @ 8 am.
Project includes: Concord Rd From City Limits To CR400 N; CR150 S From Ladoga Rd to Nucor Rd
CR 700 N from US 231 to CR100 W; CR600 S from US47 to New Market Town Limits; CR600S from New
Market Town Limits to US231.

*Commissioner Guard moved to approve the Notice to Bidders for the CCMG 2023-2 Projects.
Commissioner Fulwider seconded. Motion carried.*

ORDINANCES

Introduction Ordinance 2023-31 Adopting a Policy for Recording Receipt of Real Estate and Personal Property Tax Payments

SBOA has issued a directive to County Treasurers to adopt a policy to effectively implement the statutory requirements of Indiana Code 6-1.1-37-10 related to receipts of tax payments and the issuance of penalties in the cases of late payments. The County Treasurer has procedures in place and now desires to adopt them into the County Code of Ordinances as official policy.

RESOLUTIONS

Resolution 2023-7 Resolution of the Montgomery County Board of Commissioners Approving an Order of the Montgomery County Plan Commission

Attorney Taylor explained Nucor Corporation is planning the development of two new industrial and manufacturing facilities, one of which is south of the intersection of Nucor Road and County Road 500 South (Ladoga Road) in the County (known as the "Nucor Towers Project"), and one of which is on its site west of Nucor Road in the County (known as the "Nucor Coatings Project"), and the Nucor Corporation will continue to develop improvements and install new depreciable personal property in its existing manufacturing facility;

Amending Declaratory Resolution No. 2, Amending Declaratory Resolution No. 3 and Amending Declaratory Resolution No. 4 are referred to as the "Amending Declaratory Resolutions;"

The Original Plan, as amended in the Area Resolution, is hereinafter referred to as the "2023 Plan;

The Act requires approval of the action of the Plan Commission by the Board of Commissioners of the County prior to the Commission holding public hearings on the Amending Declaratory Resolutions.

Commissioner Fulwider moved to approve Resolution 2023-7 Resolution of the Montgomery County Board of Commissioners Approving an Order of the Montgomery County Plan Commission. Seconded by Commissioner Guard. Motion carried.

ADJOURNMENT

There being no further business before the Board, meeting adjourned. Meeting adjourned @ 8:46 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, December 11, 2023 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

John E. Frey, President

Attest:

Mindy Byers, Auditor

2024 County Holiday Calendar

Wednesday, December 6, 2023 10:36 AM

MONTGOMERY COUNTY COMMISSIONERS

John E. Frey, President
Jim Fulwider, Vice President
Dan Guard, Member

2024 HOLIDAY SCHEDULE

New Year's Day	Monday, January 1
Martin Luther King, Jr. Day	Monday, January 15
President's Day	Monday, February 19
Good Friday	Friday, March 29
Primary Election Day	Tuesday, May 7
Memorial Day	Monday, May 27
Juneteenth	Wednesday, June 19
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Election Day	Tuesday, November 5
Veteran's Day	Monday, November 11
Thanksgiving Day	Thursday, November 28
Day after Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25
Day After Christmas	Thursday, December 26

The Board of Montgomery County Commissioners hereby approves this 2024 Holiday Schedule for the employees of Montgomery County, the ___ day of December, 2023.

John E. Frey, President Jim Fulwider, Vice President Dan Guard, Member

Accept 2023 Risk Management Report

Friday, December 8, 2023 10:07 AM

Accept 2023 Internal Controls Annual Report

Wednesday, December 6, 2023 10:35 AM

Montgomery County
2023 Internal Controls Annual Report
December 11, 2023

In 2016, Montgomery County established an Internal Controls Oversight Committee. This Committee is comprised of the County Administrator, Auditor, Treasurer, Sheriff, Chief Probation Officer and the Building Administrator. This committee was charged with recommending and implementing internal control standards as set forth by the Indiana State Board of Accounts. In 2016 the Board of Commissioners, upon recommendation by the Committee, adopted a Materiality Policy, Cash Policy, and Credit Card Policy. This Policy was amended November 19, 2018. Under the policies, the Committee must also provide oversight in order to ensure compliance with the policies. The Committee met on October 11, 2023 and now submits the following report to the Board of Commissioners:

1. **Training:** All employees were to receive training during 2023, and new employees are required to receive training within seven (7) days of the commencement of their employment. This training includes the viewing of the internal controls video produced by the State Board of Accounts. Department Heads received training from the County Attorney. The committee received reports that Department Heads conducted the required employee training in 2023.

2. **Amendments:** The Commissioners adopted an ordinance to implement policy that all public works contracts contain suspension and debarment provisions. The Commissioners also adopted an ordinance to implement policy regarding federal grants and cost principles. The committee recommended an internal control policy for segregation duties in administering grants based on recommendation of the State Board of Accounts. A copy of this policy language is attached.

3. **Violations:** No violations were reported to the Committee during 2023, and no Committee members are aware of any violations. The policies require all employees to report violations to the appropriate Department Head and the County Attorney. Neither the Department Heads nor the County Attorney received notice of violations during 2023;

4. **Reporting:** The Committee understands that its members have an obligation to report any known violations or concerns to the Board of Commissioners. In order to discharge this obligation, this annual report provides Board members with all information known to the Committee; and

5. **Future Oversight:** The Committee continues to discharge its oversight obligations and will meet in 2024 in order to review the policies and discuss amendments. In addition, if a violation occurs, the violation will be reported to the Board immediately.

6. **Action List for 2024:** The Committee will ensure that the following action occurs during 2024:

- a. County Administrator will send a memorandum to all Department Heads in December in order to remind them to conduct annual training for existing employees during the month of January and for new employees within 7 days of the commencement of their employment. This training shall include the Internal

Controls video produced by the State Board of Accounts. The County Administrator will require a written verification of existing employee training by January 31, 2024 and written verification of new employee training within 7 days of commencement of the employment.

b. The Commissioners should consider adoption of the amended Internal Controls policy in order to address segregation of duties in administration of grants.

Submitted By: Tom Klein, County Administrator

Received by:

John Frey, President

Date

Diligent Advisory Group LLC and Cloudapt, LLC Assignment & Assumption Agreement

Wednesday, December 6, 2023 10:35 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is executed by and between Diligent Advisory Group LLC, an Indiana limited liability company ("Assignor"), and Cloudapt, LLC, an Indiana limited liability company ("Assignee"), to be effective as of January 1st, 2024 (the "Effective Date").

WHEREAS, Assignor is the current party to a contract with Montgomery County ("Customer"), as more particularly identified on Exhibit A attached hereto (the "Contract"); and

WHEREAS, the Contract requires Assignor, Assignee, and Customer to execute this Assignment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee, and Customer hereby agree and ratify as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Contract. Assignee hereby accepts this Assignment and the rights granted herein, and Assignee hereby expressly assumes, for itself and its successors, assigns and legal representatives, the Contract and all of the obligations and liabilities, fixed and contingent, of Assignor thereunder accruing from and after the date hereof with respect to the Contract and agrees to (i) be fully bound by all of the terms, covenants, agreements, provisions, conditions, obligations and liability of Assignor thereunder, which accrue from and after the date hereof, and (ii) keep, perform and observe all of the covenants and conditions contained therein on the part of Assignor to be kept, performed and observed, from and after the Effective Date.

2. Indemnification.

a. Assignor Indemnity. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees) incurred by Assignee as a result of claims or causes of action being brought against Assignee arising out of or relating to Assignor's failure to perform any of the obligations of the Assignor under the Contract first occurring prior to the Effective Date.

b. Assignee Indemnity. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees) incurred by Assignor as a result of claims or causes of action being brought against Assignor arising out of or relating to Assignee's failure to perform any of the obligations of the Assignor under the Contract first occurring from and after the Effective Date.

3. General Provisions.

a. Successors. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

b. Counterparts. This Assignment may be executed in a number of identical counterparts. Signatures may be delivered by electronic delivery, and such signatures shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

c. Governing Law. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflict of law provisions thereof.

d. Attorneys' Fees. If any action or proceeding is commenced by either party to enforce its rights under this Assignment, the prevailing party in such action or proceeding shall be awarded all reasonable costs and expenses incurred in such action or proceeding, including reasonable attorneys' fees and costs (including the cost of in-house counsel and appeals), in addition to any other relief awarded by the court. In accordance with the foregoing, each party hereto acknowledges that it is commercially sophisticated and represented by legal counsel.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement as of the Effective Date.

Customer:

Montgomery County

By: _____
Printed: _____
Title: _____

Assignor:

Diligent Advisory Group LLC,
an Indiana limited liability company

By:  _____
Printed: Scott A Baldwin
Title: Manager

Assignee:

Cloudapt, LLC,
an Indiana limited liability company

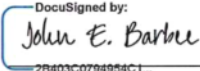
By:  _____
Printed: John E Barbee
Title: Co-Manager

Exhibit A



Diligent Advisory Group
8890 E. 116th St, Suite 250
Fishers, IN 46038

PROJECT AGREEMENT

Customer

Prepared For:
Montgomery County Annex
1225 N. Senate Avenue
Indianapolis, IN 46202

Bill To:
Same

Terms

Contract Number: MST-0122-01
Term Length in months: 36
Subscription Effective Date: March 18, 2022
Payment Terms: Monthly Recurring Cost (MRC) will be invoiced in advance on the 1st of each month. Each invoice to be paid NET 30 days.

Order Details

Monthly Recurring Costs (MRC)

Quantity	Description	Unit Price	Monthly/Unit
29	Door Access	\$ 5.00	\$ 145.00
29	Cameras	\$ 7.00	\$ 203.00
Total (MRC)			\$ 348.00

Managed Services

For the purposes of this Subscription Services Agreement "Managed Services" include proactive monitoring of systems services uptime, emergency repair response, software patch/update management, and configuration adds, moves, and changes. Managed Services do NOT include physical hardware failures, intrusion monitoring and/or dispatch of local public safety resources.

Purchase and License Terms

Use of licenses under this Agreement shall in all cases be subject to the Diligent Advisory Group General Terms and Conditions.

Customer represents that it has reviewed the General Terms and Conditions and expressly agrees to their incorporation into this Agreement as of the Effective Date and in their then-current form on the date of any renewal of this Agreement.

This Order Schedule will remain in effect until all subscriptions ordered hereunder have expired or have been terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Order Schedule to be executed by their duly authorized officers or representatives as of the Effective Date by their signature below.

General Terms and Conditions

1. Definitions

- 1.1. **Agreement** means collectively, these General Terms and Conditions, together with each Order Schedule and all attachments, exhibits, schedules, policies, and instructions incorporated by reference thereto.
- 1.2. **Customer Data** means all information and files either uploaded, downloaded or created by the Customer, its employees, contractors, agents, licensees, and Customer's clients while using Services provided by Diligent Advisory Group (DAG).
- 1.3. **Customer** means the entity identified as such on the first page of the applicable Order Schedule which incorporates these General Terms and Conditions and any other user(s) utilizing services through an agreement with the Customer.
- 1.4. **Confidential Information** means any information, including Customer Data disclosed by either party (the **Disclosing Party**) to the other (the **Receiving Party**), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party.
- 1.5. **Documentation** means the written instructions or manuals, including any updates thereto, relating to the use of the Services.
- 1.6. **Error** means the failure of the Services to substantially conform to the Documentation and the terms of this Agreement.
- 1.7. **Intellectual Property** means any intellectual property or proprietary rights, including but not limited to copyright rights, moral rights, trademarks (including logos, slogans, trade names, service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights, recognized in any country or jurisdiction in the world.
- 1.8. **Services** means the services (including Documentation therefore), more fully described in the applicable Order Schedule, that are provided by DAG through use of the System.
- 1.9. **System** includes the software and hardware used to provide the Services to Customer over the Internet, including application software, Web and/or other Internet servers, any associated offline components, and all updates thereto.
- 1.10. **User** means an individual who is an employee, consultant, contractor or agent of Customer and who is authorized to use the Services and who has been supplied user identifications and passwords by Customer (or by DAG at Customer's request).

2. Services

- 2.1. **License**. Subject to the terms and conditions of the applicable Order Schedule, DAG will provide Customer with licenses for user access thru a Microsoft Service Provider License Agreement (SPLA). Customer licenses will be subject to all Microsoft SPLA licensing requirements.

3. Fees, Duration & Payment

- 3.1. **Fees**. DAG's current fee schedule is included in the applicable Order Schedule. DAG will honor contracted service fees for the duration of the

contract term. Additional or changed services will be subject to DAG's fee schedule at the time of service addition or change is proposed and approved. The fee schedule is subject to change quarterly.

- 3.2. **Payment**. Fees for the Services will be metered per the applicable Order Schedule and billed on a per month basis. Services added during the term will be pro-rated and billed for the remainder of the current Order Schedule term.
- 3.3. **Suspension of Services**. In the event that Customer's account is 45 days or more overdue, in addition to any of its other rights or remedies, DAG reserves the right to terminate the applicable Order Schedule, these General Terms and Conditions, and/or access to the Services.
- 3.4. **Overdue Payments**. Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 3.5. **Taxes**. All fees listed in the Order Schedule(s) are exclusive of any taxes. Customer will be responsible for all taxes, including sales or use taxes, imposed on such amounts, excluding taxes on DAG's net income.

4. Proprietary Rights

- 4.1. **Ownership**. As between DAG and Customer, DAG owns all rights, including Intellectual Property rights, in the Services and System, any material relating thereto, and any modifications, enhancements, customizations, updates, revisions or derivative works thereof, and all results of consulting services, whether made pursuant to this Agreement or a separate statement of work. No transfer of ownership will occur under this Agreement. All rights not expressly granted to Customer are reserved by DAG.
- 4.2. **Feedback**. Customer, from time to time, may submit comments, information, questions, data, ideas, description of processes, or other information provided to DAG ("Feedback"). For any and all Feedback, Customer grants to DAG a non-exclusive, worldwide, perpetual, irrevocable license to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback in its products and services. Customer represents that it holds all intellectual or proprietary rights necessary to grant to DAG such license, and that the Feedback will not violate the personal, proprietary or intellectual property rights of any third party.
- 4.3. **Restrictions**. Customer will not, and will not allow any third party to (a) modify, copy, or otherwise reproduce the System in whole or in part; (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used in the System; (c) provide, lease or lend the Services or System to any third party except as expressly authorized hereunder; (d) remove any proprietary notices or labels displayed on the System; (e) modify or create a derivative work of any part of the System; (f) use the Services or System for any unlawful purpose or (g) create Internet "links" to or from the System, or "frame" or "mirror" any of DAG's content which forms part of the System.

5. Customer Data

- 5.1. **Passwords**. As part of the registration process, Customer will select passwords for accounts. Customer is responsible for maintaining the confidentiality of passwords, and Customer agrees that DAG has no liability with regard to the use of such passwords by third parties. Customer agrees to notify DAG immediately if Customer has any reason to believe that the security of Customer's account has been

- compromised. Customer is responsible for all activity occurring under User accounts and shall abide by all applicable local, state, national and foreign laws, treaties, and regulations in connection with Customer's use of the Services, including those related to data.
- 5.2. **Ownership.** All identifiable Customer Data is proprietary to and, as between Customer and DAG, owned by Customer and DAG will not use for itself nor disclose such information to any third party. Subject to DAG's compliance with applicable laws, DAG may aggregate and benchmark de-identified Customer Data for the purpose of developing new or complementary services.
- 5.3. **Security.** DAG uses commercially reasonable practices, including encryption and firewalls, to ensure that Customer Data is accessed by and disclosed only to Customer and its authorized Users.
6. **Confidentiality and Security**
- 6.1. **Confidential Information.** Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, principals, employees and subcontractors who need access to such Confidential Information in order to effect the intent of the Agreement and who are bound by confidentiality terms no less restrictive than those in the Agreement.
- 6.2. **Exceptions.** The restrictions set forth in Section 6.1 will not apply to any Confidential Information that is not Customer Data and which the Receiving Party can demonstrate (a) was known to it prior to its disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.
- 6.3. **Injunctive Relief.** The parties agree that a breach of Section 6.1 may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the Disclosing Party will be entitled to seek injunctive relief for any threatened or actual disclosure by the Receiving Party.
7. **Availability**
- 7.1. **Downtime.** Scheduled and unscheduled interruptions may occur, and DAG does not warrant uninterrupted availability of the System. Normal software or hardware upgrades are scheduled for nights and weekends, Eastern Standard Time, and designed to cause a minimum amount of interruption to Services and System availability. Customer will be notified of scheduled interruptions in advance. In the event that an unscheduled interruption occurs, DAG will use commercially reasonable efforts to resolve the problem and return the System to availability as soon as practical. During these scheduled and unscheduled interruptions, Customer may be unable to transmit and receive data through the Services. Customer agrees to cooperate with DAG during the scheduled and unscheduled interruptions if assistance from Customer is necessary in order to restore the System to working order.
- 7.2. **Changes.** DAG reserves the right to modify or temporarily suspend use of the Services or portions thereof required by DAG for access to the Services. DAG may also temporarily restrict Customer's access to parts of the Services for maintenance or system administration purposes without notice or liability.
8. **Support and Services**
- 8.1. **Technical Support.** DAG will provide standard technical support to Users of Customer who have undergone DAG's training for users of the Services. DAG will provide such support through a variety of systems, including on-line help, FAQ's, training guides and templates and the use of live help. DAG is not obligated to maintain or support any customization to the System or Services except under a separate agreement signed by both parties.
- 8.2. **Consulting Services.** Any consulting services, training or other requirements not expressly stated in this Agreement or in a separate statement of work signed by both parties are outside the scope of this Agreement and only will be provided for additional fees. Fees for such items are payable as specified in the applicable Order Schedule and unless otherwise specified will be paid upon receipt of invoice. Changes in any statement of work will be effective only if a change request is signed by the parties.
9. **Term & Termination**
- 9.1. **Term.** This Agreement commences on the Effective Date and will terminate when (a) all Subscription Periods and any renewals thereof entered into pursuant to these General Terms and Conditions have expired or been terminated or (b) this Agreement is otherwise terminated as provided herein. This Agreement shall automatically renew for an additional Subscription Period(s) of one year at the then current DAG price for the Services unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then current Subscription Period.
- 9.2. **Termination for Convenience.** The Customer may at any time during the term of the Agreement terminate for convenience. Customer will be subject to an early termination penalty for convenience and will incur a fee of 75% of the remaining contracted revenues to DAG for all hosted and managed services. Termination for convenience fee will be payable in full to DAG within 30 days of the effective date of termination.
- 9.3. **Termination for Cause.** Either party may terminate these Terms and Conditions and the affected Order Schedule for cause upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. In addition, DAG may terminate this Agreement immediately for any failure of Customer to pay amounts due by it that are 45 days or more past due.
- 9.4. **Effect of Termination.** Termination will not relieve Customer of the obligation to pay any fees due or payable to DAG prior to the effective date of termination, including annual fees, implementation fees, subscription fees or any other fees or payments that Customer has committed to under the Agreement. Sections 4, 5, 6, 9.4, 10, 11, 12 and 13 will survive any termination or expiration of the Agreement.
- 9.5. **Return of Materials.** All Confidential Information, designs, drawings, formulas or other data, financial information, business plans, literature, and sales aids of every kind will remain the property of the Disclosing Party. No later than 30 days after termination, each party will prepare all such items in its possession for shipment to the other party at the Disclosing Party's expense. The Receiving Party will not make or retain any copies of any Confidential Information.
- 9.6. **Customer Data.** In the event of any termination of the applicable Order Schedule or these General Terms and Conditions, Customer Data will be made available to Customer from DAG for up to 30 days after termination. Customer agrees and acknowledges that DAG has no obligation to retain Customer Data, and may delete such Customer Data on the 31st day after termination.

10. Warranties

10.1. Authority. Each party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its incorporation and residence. Each party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

10.2. Warranty. DAG warrants that (i) the Services will function substantially in conformance with the Documentation, and (ii) any consulting services provided by DAG will be performed consistent with accepted industry standards.

10.3. Notices and Correction of Errors. Customer will notify DAG in writing of any Errors. DAG will use commercially reasonable efforts, at its own expense, to determine if there is an Error, and to correct or remedy Errors.

10.4. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DAG DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, SYSTEM, AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

10.5. Remedies. For any breach of the warranties contained in Section 10.2 above, Customer's exclusive remedy, and DAG's entire liability, shall be (i) in the case of an Error, the correction of Errors that cause breach of the warranty, or if DAG is unable to make the Services operate as warranted, Customer shall be entitled to terminate this Agreement; and (ii) in the case of a breach of warranty with respect to the consulting services, the reperformance of the consulting services, or if DAG is unable to perform the consulting services as warranted, Customer shall be entitled to recover the fees paid to DAG for the nonconforming services.

11. Indemnification

11.1. DAG Indemnification. DAG agrees to indemnify Customer against any losses or damages finally awarded against Customer incurred in connection with a third party claim alleging that the Customer's use of the unaltered Services or System infringes or misappropriates any rights, including, without limitation, U.S. patent, copyright, or trade secret of such third party, provided that Customer (a) provides written notice of such claim to DAG within ten (10) days of receiving written notice of such claim or potential claim, (b) grants DAG the sole right to defend such claim, and (c) provides to DAG all reasonable assistance in its defense of such claim. In the event of a claim or threatened claim under this Section by a third party, DAG may, at its sole option, (i) revise the Services and/or System so that they are no longer infringing upon or misappropriating any rights of such third party, (ii) obtain the right for Customer to continue using the Services and System, or (iii) terminate the Agreement upon 10 days notice. THIS SECTION 11.1 REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF DAG AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS.

11.2. Indemnification by Customer. Customer agrees to defend, indemnify and hold DAG harmless against any loss or damages finally awarded against DAG incurred in connection with claims made or brought against

DAG by a third party alleging that the collection and use of Customer Data infringes the rights of a third party; provided, that DAG (a) provides written notice of such claim to Customer within thirty (30) days of receiving written notice of such claim or potential claim, (b) grants Customer the sole right to defend such claim, and (c) provides to Customer, at no additional cost to DAG, all reasonable assistance in its defense of such claim. In the event of a claim or threatened claim under this Section by a third party, Customer may, at its sole option, revise its method of collection of or remove any Customer Data so that it is no longer infringing upon or misappropriating any rights of a third party.

11.3. Exclusive Remedy. THIS SECTION 11 REPRESENTS THE PARTIES SOLE AND EXCLUSIVE LIABILITY AND THEIR EXCLUSIVE REMEDY FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS.

12. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE LESSER OF \$100,000 OR THE TOTAL AMOUNT PAID TO DAG UNDER THIS AGREEMENT. DAG SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM TEMPORARY OUTAGES OR INTERRUPTIONS OF THE SERVICES INCLUDING ANY MECHANICAL, ELECTRONIC, COMMUNICATIONS OR THIRD PARTY SUPPLIER FAILURE.

13. GENERAL PROVISIONS

13.1. Notices. Except as otherwise specified in the Agreement, all notices under the Agreement will be in writing and will be delivered or sent by (a) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; (b) U.S. express mail, or national express courier with a tracking system, to the address specified in the applicable Order Schedule; or (c) on confirmation of receipt if delivered by telex, facsimile transmission, or email. Notices will be deemed given on the day actually received by the party to whom the notice is addressed.

13.2. Independent Contractors. The relationship of DAG and Customer is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

13.3. Governing Law Arbitration; Venue. The validity, construction and interpretation of the Agreement will be governed by the internal laws of the State of Indiana, excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim or action arising out of or relating to the Agreement will be settled by binding arbitration in Marion County, Indiana under the rules of the American Arbitration Association or such other arbitration service as the parties may, by mutual agreement, select. A single arbitrator shall be selected by the parties pursuant to AAA rules and procedures. Each party shall pay one-half of the cost of the arbitration, and the prevailing party, if and as determined by the arbitrator, shall be entitled to recover from the non-prevailing party its attorney's fees and all other costs incurred in connection with such arbitration or the enforcement of this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Marion County, Indiana for any action permitted under this Section, challenge to this Section, or judgment upon the award entered. If any provision of this Agreement is held to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as

possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

13.4. Assignment. The Agreement may not be assigned by either party by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld.

13.5. Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of the Agreement are delayed or prevented by revolution or other civil disorders; wars or acts of terrorism; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent.

13.6. Compliance With Laws. Each party will be responsible for compliance with all applicable laws and government regulations in the process of marketing, delivering and/or using the Services.

13.7. Press Release. DAG may use Customer's name and logo in DAG's marketing program including use of DAG's Customer website, marketing literature, and in press releases.

13.8. Miscellaneous. Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement. If any provision of the Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of the Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under the Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

13.9. Counterparts; Fax Signatures. The Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. The parties agree that facsimile and email signatures are valid signatures for enforcement of the Agreement.

13.10. Order of Precedence. These Terms and Conditions are hereby incorporated by reference for purposes of the Agreement between the parties. The Agreement constitutes the entire agreement between DAG and Customer with respect to the subject matter hereof. The Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. Additional Order Schedules may be added to the Agreement by reference to these Terms and Conditions, provided that each such Order Schedule is signed by both parties. To the extent that any provision in the Customer's Order Schedule that post dates these Terms and conditions and is signed by both Customer and DAG is inconsistent with these Terms and conditions, the inconsistent provisions of the Order Schedule shall prevail. No term or condition contained in Customer's purchase order or similar document will apply unless specifically agreed to by DAG in writing, even if DAG has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by DAG.

13.11. Amendment; Waiver. No amendments or modification of the Agreement will be effective unless contained in writing and signed by an authorized representative of each party. The failure of any party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Presentation of Opioid Settlement Funds Approved Grants

Friday, December 8, 2023 10:06 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.

Accept Highway Department Annual Bids

Wednesday, December 6, 2023 10:36 AM

The following bids were opened at the 11-27-23 Commissioner meeting:

Lincoln Park

S&G Excavating

Putnam County Aggregates

Pro-Ag, Inc.

Pavement Solutions

Newton Oil

Surbs Tire

CivilCon

Milestone Contractors

E-3 Bridge

Ceres Solutions

Corks Dust Control

US Aggregate

Asphalt Materials

Bane Auto

Engineering Aggregates

Pomps Tire

Morton Salt

Cargil

Compass Materials

Conrad Perry

Stello Signs

Final Reading 2023-31 Adopting a Policy for Recording Receipt of Real Estate and Personal Property Tax Payments

Wednesday, December 6, 2023 10:36 AM

Montgomery County Board of Commissioners

Ordinance 2023-31

Adopting a Policy for Recording Receipt of Real Estate and Personal Property Tax Payments

Whereas, the Montgomery County Treasurer is responsible for collecting real estate and personal property tax payments; and

Whereas, the Indiana State Board of Accounts has issued a directive that county treasurers adopt a policy to effectively implement the statutory requirements of Indiana Code 6-1.1-37-10 related to receipt of tax payments and the issuance of penalties in the cases of late payments; and

Whereas, the County Treasurer has procedures in place and now desires to adopt them into the County Code of Ordinances as official policy; and

Whereas, the Board finds that is in the best interest of the County to add a new section to the County Code to establish a policy for the procedure of receipt and notation or recording of all real estate and personal property tax payments received; and

It is further ordained that a new section of the Montgomery County Code, Section 36.42, is hereby added and this new section shall read as follows:

“§ 36.42 Receipt and Date Notation/Recordation of Real Estate and Personal Property Tax Payments Policy

For receiving and notating or recording real estate tax payments, the following procedure shall be followed:

- (A) **In-Person Payments.** For payments made in person at the Treasurer’s office, the Treasurer or Treasurer’s employee receipting payment will notate in the software system and by written receipt the date of payment.
- (B) **Drop-Box Payments.** For payments made at the drop-box located at the Montgomery County Government Center, the Treasurer or Treasurer’s employee will check the drop-box daily and use a “dated received” stamp to notate the date the payment was dropped off and notate in the software system the date of payment.

- (C) **Mail-In Payments.** For payments made by mail, the Treasurer or Treasurer’s employee will notate the date of payment in the software system as of the postmarked date and keep the envelope. If payment is received by mail without a postmarked date the Treasurer or Treasurer’s employee will notate the date of payment in the software system as of the date written on the check, and if the date written on the check is dated with a date after the due date the Treasurer or Treasurer’s employee will make a copy of the check, highlight the date on the check, and keep the envelope in the Treasurer’s records. If payment is received by mail without a postmarked date or dated check, the Treasurer or Treasurer’s employee will make a copy of the check and keep the copy with the envelope in the Treasurer’s records and will notate the date of payment in the software system as of the date received by the Treasurer’s office.
- (D) **Bank-Made and Online Payments.** For payments made through local banks or online the Treasurer or Treasurer’s employee will notate the date of payment in the software system as of the date provided by the bank or receipt from online.
- (E) **Compliance.** This policy is designed to comply with State Examiner Directive 2023-1 and to implement the requirements of this directive, Indiana Code §6-1.1-37-10, and any other applicable law.”

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

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

Ordained this ____ day of _____, 2023.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Introduction 2023-32 Amending Internal Controls To Adopt Segregation of Duties Policy

Wednesday, December 6, 2023 10:36 AM

Montgomery County Board of Commissioners

Ordinance 2023 - 32

Amending Internal Controls to Adopt Segregation of Duties Policy

Whereas, the Montgomery County Board of Commissioners maintains a local Internal Controls Policy and has responsibility for compliance with the Internal Controls Policy; and

Whereas, the Board has received the Annual Report from the Internal Controls Oversight Committee, and the Committee has recommended that the Board amend the Internal Controls Policy in order to provide for segregation of duties in the administration of grants; and

Whereas, the Montgomery County government is periodically the recipient of federal awards, such as federal grants, to complete projects or provide services; and

Whereas, when the County is a recipient of federal award, the County is responsible for administering the federal funds according to federal, state, and local laws, as well as according to the federal award itself; and

Whereas, the federal government requires the County to segregate duties associated the administration of federal awards whenever practical in order to effectively prevent, detect, or correct noncompliance with federal statutes, regulations, and the terms and conditions of the awards;

Whereas, the Board of Commissioners finds that it is in the best interest of the County to adopt an internal control policy addressing Segregation of Duties in order to ensure adequate controls over and compliance with federal awards.

Therefore, it is ordained, that the County Internal Controls Policy be amended to include the attached Segregation of Duties policy.

It is further ordained that this Ordinance shall become effective upon adoption.

It is further ordained that all other provisions of the Internal Controls Policy that are not specifically amended by this Ordinance shall remain in full force and effect.

Ordained this ____ day of December, 2023.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Exhibit A

Policy 6: Segregation of Duties

Application. The Office of Management and Budget (the “OMB”) requires that Montgomery County establish and maintain internal controls that provide reasonable assurance that the County is managing any federal awards it receives in compliance with federal statutes, regulations, and the terms and conditions of the awards. The OMB further requires that such internal controls be compliant with the guidance contained in the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). This internal controls policy applies to the administration of all federal awards received by Montgomery County.

Purpose. It is the purpose of this internal controls policy to ensure appropriate reviews, approvals, and oversight are taking place in connection with federal awards, as required by Title 2 U.S. Code of Federal Regulations §200.303.

Assignment of Responsibility and Delegation of Authority

(1) Basic Guidelines

- a. Whenever practical, the responsibility for performing duties and responsibilities in connection with the administration of federal awards will be delegated amongst different staff members.
- b. The County Administrator and County Auditor will implement a system for defining such duties and responsibilities, assigning them to different staff members, and delegating authority whenever appropriate to reduce the risk of error, misuse, or fraud.
- c. If segregation of duties is not practical, the County Administrator and County Auditor shall select and develop alternative operations designed to achieve effective internal control of the administration of federal awards.

(2) Specific Segregation Required.

- a. This list of specific duties and responsibilities shall be divided or segregated among different people, if such division of responsibility is deemed practical by the County Administrator and County Auditor. This list is non-exclusive and may be supplemented as required:
 - i. Allowable Costs / Cost Principles—Individuals responsible for initiating transactions shall be different those responsible for approving the transactions and recording the transactions.
 - ii. Eligibility—Individuals responsible for determining the County’s eligibility for a federal award shall be different those responsible for reviewing and approving eligibility.

- iii. Equipment and Real Property Management—Individuals responsible for accounting for property and equipment shall be different those responsible for safeguarding the property.
- iv. Matching, Level of Effort, and Earmarking—Individuals responsible for accounting for match, level of effort, and earmarking requirements shall be different than those responsible for reviewing and approving of such.
- v. Period of Performance—Individuals responsible for initiating transactions shall be different than those responsible for approving those transactions.
- vi. Procurement and Suspension and Debarment—Individuals initiating procurements shall be different that those responsible for recording the resulting transactions or making disbursements.
- vii. Program Income—Individuals responsible for collecting cash or other receipts shall be different than those responsible for depositing receipts, generating invoices, recording general ledger activity, and reconciling statements.
- viii. Reporting—Individuals responsible for preparing required reports shall be different than those responsible for reviewing and filing required reports.
- ix. Subrecipient Monitoring—Individuals responsible for performing monitoring shall be different than those responsible for approving the conclusions made about the subrecipient’s compliance.

Introduction 2023-33 Amending Health Department Tattoo Parlor Fees

Friday, December 8, 2023 8:32 AM

Montgomery County Board of Commissioners

Ordinance 2023-33

Amending Health Department Tattoo Parlor Fees

Whereas, the Montgomery County Health Department periodically reviews the cost of providing services relating to issuance and administration of permits for and regulation of tattoo parlors, as provided for in Chapter 112 of the Montgomery County Code; and

Whereas, on the basis of this recent review, the Health Department has determined that the fees provided for in Chapter 112 should be increased; and

Whereas, the Board of Commissioners now finds that it is in the best interests of Montgomery County and its citizens that the fees identified by the Health Department as in need of revision should be increased as recommended by the Department.

It is, therefore ordained that Section 112.18 of the Montgomery County Code, is hereby revised to read as follows:

“§112.18 PERMITS

(A) Business. Each tattoo parlor operation shall obtain a permit from the Montgomery County Health Department. The permit shall provide the name and address of the owner of the business and the name and address of each and every tattoo artist located at each location. The cost for this permit shall be ~~\$50~~ **\$100** and shall not be transferable. The permit expires on December 31 of each year. Any holder of a permit shall be subject to inspection as set forth herein. The Montgomery County Health Department shall provide the appropriate forms for this permit. Said permit shall be posted at the tattoo parlor in the places where the tattoos are performed and clearly visible to the public.

(B) *Tattoo Artist.* Every person that desires to perform any tattoo shall obtain a “Tattoo artist permit” from the Montgomery County Health Department. This permit must be obtained before any tattoos are affixed to any person and after the requisite training. The applicant must satisfy the minimum requirements as set forth herein in § 112.06. The cost of said permit shall be ~~\$25~~ **\$50** and shall not be transferable. The permit expires on December 31 of each year. Any holder of a permit shall be subject to inspection as set forth herein. The Montgomery County Health Department shall provide the appropriate forms for this permit. Said permits shall be posted at the tattoo parlor in the place where the tattoos are performed and clearly visible to the public.

(C) *Withholding Permit if Property Taxes Delinquent.* Prior to issuing any new or renewal permit the tattoo parlor or tattoo artist shall be required to obtain from the Montgomery County Treasurer a certificate of clearance verifying that the tattoo parlor or tattoo artist is not delinquent in the payment of any personal property taxes. If the tattoo parlor or tattoo artist does not obtain such certificate of compliance, the Montgomery County Health Department shall withhold issuance of a new or renewal permit until any delinquent personal property taxes owed by the tattoo parlor or tattoo artist are paid in full, including penalties. (Ord. 2004-01, passed 10-26-04; Am. Commissioners Ord. 2008-6, passed 3-24-08); Am. Commissioners Ord. 2008-8, passed 6-23-08)”

It is further ordained that this ordinance shall become effective on January 1, 2024.

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

Ordained this ____ day of _____, 2023.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Introduction 2023-34 Amending Health Department Retail Food Establishment Fees

Wednesday, December 6, 2023 10:36 AM

Montgomery County Board of Commissioners

Ordinance 2023-34

Amending Health Department Retail Food Establishment Fees

Whereas, the Montgomery County Health Department periodically reviews the cost of providing services relating to issuance and administration of permits for and regulation of retail food establishments, as provided for in Chapter 111 of the Montgomery County Code; and

Whereas, on the basis of this recent review, the Health Department has determined that the fees provided for in Chapter 111 should be increased; and

Whereas, the Board of Commissioners now finds that it is in the best interests of Montgomery County and its citizens that the fees identified by the Health Department as in need of revision should be increased as recommended by the Department.

It is, therefore ordained that Section 111.21 of the Montgomery County Code, is hereby revised to read as follows:

“§111.21 PLAN REVIEW FEES

(A) Each new food establishment or bed and breakfast or any existing food establishment or bed and breakfast desiring to remodel or build any additions requiring a building or other permit which includes renovations to the food preparation area shall be required to pay an initial fee for the review of plans and specifications and for the initial inspection of the food establishment bed and breakfast. This fee is in addition to the permit fee. In the instance where there are multiple food establishments or areas within one building which will require staged final inspections at separate times, an application fee as set out below will be required for each final inspection.

REGISTRATION FEE - FARMERS MARKET

(a) Home Based Vendor	\$5.00	\$10.00
(b) Not-For-Profits	NO FEE - REGISTRATION ONLY	

PERMIT FEES – MICRO MARKET

(a) 1 to 20 food or beverage displays	\$100.00
(b) 21 to 50 machines	\$150.00
(c) 51 or more machines	\$175.00

PERMIT FEES - TEMPORARY FOOD SERVICE OR FOOD MARKET ESTABLISHMENT

(a) 3 days or less of operation	\$20.00	\$30.00
(1) Each additional day	\$ 5.00	
(b) 3 Month	\$30.00	\$40.00
(c) 6 Month	\$60.00	\$70.00
(d) 9 Month	\$90.00	

PERMIT FEES – BED AND BREAKFAST – no plan review fee required

(a) One year	\$100.00
--------------	----------

MISCELLANEOUS FEES

(1) Permit replacement fee	\$40.00	\$15.00
(2) Processing fee (in addition to permit fee) applicable to any new permit or transfer”	\$25.00	\$30.00

It is further ordained that this ordinance shall become effective on January 1, 2024.

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

Ordained this ____ day of _____, 2023.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Montgomery County Board of Commissioners

Ordinance 2023-34

Amending Health Department Retail Food Establishment Fees

Whereas, the Montgomery County Health Department periodically reviews the cost of providing services relating to issuance and administration of permits for and regulation of retail food establishments, as provided for in Chapter 111 of the Montgomery County Code; and

Whereas, on the basis of this recent review, the Health Department has determined that the fees provided for in Chapter 111 should be increased; and

Whereas, the Board of Commissioners now finds that it is in the best interests of Montgomery County and its citizens that the fees identified by the Health Department as in need of revision should be increased as recommended by the Department.

It is, therefore ordained that Section 111.21 of the Montgomery County Code, is hereby revised to read as follows:

“§111.21 PLAN REVIEW FEES

(A) Each new food establishment or bed and breakfast or any existing food establishment or bed and breakfast desiring to remodel or build any additions requiring a building or other permit which includes renovations to the food preparation area shall be required to pay an initial fee for the review of plans and specifications and for the initial inspection of the food establishment bed and breakfast. This fee is in addition to the permit fee. In the instance where there are multiple food establishments or areas within one building which will require staged final inspections at separate times, an application fee as set out below will be required for each final inspection.

PLAN REVIEW FEE

~~\$150.00~~ **\$175.00**

(B) Additional inspections or review. In those circumstances where building or remodeling of a food establishment results in more than three inspections of the food establishment's premises or continuing review of or consultations regarding the plans thereof by the Health Officer, and which inspections or review or consultations are necessitated due to failure to have the plans completed or finalized at the time of application for a permit or the failure to implement construction or remodeling consistent with the original plans, or any other cause within the control of the food establishment which results in continuing and extra review of or consultation regarding the plans for the food establishment, there shall be an additional fee of \$100.00 payable prior to opening the food establishment.

It is further ordained that Section 111.22 of the Montgomery County Code is hereby amended to read as follows:

“§111.22 FEES FOR RENEWAL

Upon renewal or transfer (not requiring plan review) of permits, the following fees will apply:

PERMIT FEES - RETAIL FOOD MARKET ESTABLISHMENT

(a) Up to 10,000 square feet:	\$100.00	\$125.00
(b) 10,001 to 35,000 square feet:	\$150.00	\$175.00
(c) 35,001 to 60,000 square feet:	\$200.00	\$225.00
(d) 60,001 square feet and over:	\$300.00	\$325.00

PERMIT FEES - RETAIL FOOD SERVICE ESTABLISHMENT

(a) 1 through 10 employees:	\$100.00	\$125.00
(b) 11 through 40 employees:	\$150.00	\$175.00
(c) 41 and more employees:	\$225.00	\$250.00

REGISTRATION FEE - FARMERS MARKET

(a) Home Based Vendor	\$5.00	\$10.00
(b) Not-For-Profits	NO FEE - REGISTRATION ONLY	

PERMIT FEES – MICRO MARKET

(a) 1 to 20 food or beverage displays	\$100.00
(b) 21 to 50 machines	\$150.00
(c) 51 or more machines	\$175.00

PERMIT FEES - TEMPORARY FOOD SERVICE OR FOOD MARKET ESTABLISHMENT

(a) 3 days or less of operation	\$20.00	\$30.00
(1) Each additional day	\$ 5.00	
(b) 3 Month	\$30.00	\$40.00
(c) 6 Month	\$60.00	\$70.00
(d) 9 Month	\$90.00	

PERMIT FEES – BED AND BREAKFAST – no plan review fee required

(a) One year	\$100.00
--------------	----------

MISCELLANEOUS FEES

(1) Permit replacement fee	\$10.00	\$15.00
(2) Processing fee (in addition to permit fee) applicable to any new permit or transfer”	\$25.00	\$30.00

It is further ordained that this ordinance shall become effective on January 1, 2024.

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

Ordained this ____ day of _____, 2023.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Introduction 2023-35 Amending Health Department Swimming Pool and Spa Operation Fees

Wednesday, December 6, 2023 10:37 AM

Montgomery County Board of Commissioners

Ordinance 2023-35

Amending Health Department Swimming Pool and Spa Operation Fees

Whereas, the Montgomery County Health Department periodically reviews the cost of providing services relating to issuance and administration of licenses and permits for and regulation of public and semi-public swimming pools and spa operations, as provided for in Chapter 158 of the Montgomery County Code; and

Whereas, on the basis of this recent review, the Health Department has determined that the fees provided for in Chapter 158 should be increased; and

Whereas, the Board of Commissioners now finds that it is in the best interests of Montgomery County and its citizens that the fees identified by the Health Department as in need of revision should be increased as recommended by the Department.

It is, therefore ordained that Section 158.16 of the Montgomery County Code, is hereby revised to read as follows:

“§158.16 LICENSE FEES

(A) *Application Fees.* License fees shall be charged prior to the issuance of a license to operate a swimming pool in Montgomery County. The fees shall be as follows:

- | | |
|---|----------|
| (1) Seasonal Pools: \$100.00; | \$125.00 |
| (2) Seasonal Water Park: | \$125.00 |
| (3) Baby Pool / Splash Pad: | \$ 50.00 |
| (4) Annual Pools: \$125.00; | \$175.00 |
| (5) Annual Pools and Spas: \$175.00; | \$225.00 |

(6) Schools: Exempt.

(B) *Renewal Fees.* Each year, the holder of a valid license may apply for renewal. The fee for such renewal is the same as the license fee provided for in Section 158.16(A).

(C) *Additional Inspection Fees:* For re-inspection due to violations, closures and revocations, an additional inspection fee in the amount of \$50.00 per inspection shall be paid by the operator. Schools are subject to this fee.

(D) *Pool License Fund.* The fees payable under this Chapter shall be deposited into the Pool License Fund. These funds may be used by the Health Department to pay any and all expenses associated with the regulation of pools as provided for in this section, including but not limited to salaries, supplies, services, and capital equipment. This shall be a non-reverting fund.

(Ord. 2013-4, passed 5-28-2013)”

It is further ordained that this ordinance shall become effective on January 1, 2024.

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

Ordained this ____ day of _____, 2023.

Montgomery County Board of Commissioners:

John Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor

Introduction 2023-36 Creating 2024/2025 Title IV-E Incentive Payment Program Grant Fund

Friday, December 8, 2023 8:38 AM

MONTGOMERY COUNTY BOARD OF COMMISSIONERS

Ordinance 2023-36

AN ORDINANCE CREATING

2024/2025 TITLE IV-E INCENTIVE PAYMENT PROGRAM GRANT FUND

Whereas, the Public Defender Commission has awarded Montgomery County a reimbursable \$18,000 grant for all three Montgomery County Courts and the amount of the Grant will be \$12,000 for Year 1 and \$6,000 for Year 2. The program shall extend over two years (eight consecutive quarterly submissions). Public Defenders Commission will provide \$1,000 per Court per quarter for the first four quarters and with \$500 per Court per quarter for quarters five through eight. This grant runs from October 1, 2023 to December 31, 2025.

Whereas, the use of funds from this award is controlled by the Grant Agreement executed by the Montgomery County Public Defender’s Office. This agreement requires the creation of a new fund;

Whereas, the Montgomery County Board of Commissioners finds that a new fund, for the 2024-2025 Title IV-E Incentive Payment Program Grant Fund should be created in order to receive the funds and to provide a mechanism for appropriation and accounting for the funds used.

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

§ 35.____ 2024-2025 TITLE IV-E INCENTIVE PAYMENTS PROGRAM GRANT FUND

(A) *Source of Funds.* The Montgomery County Board of Commissioners hereby

establish the 2024-2025 Title IV-E Incentive Payments Program Grant Fund awarded by the Public Defenders Commission non-capital reimbursement program. The program shall extend over two years (eight consecutive quarterly submissions). Public Defenders Commission will provide Grantee with \$1,000 per Court per quarter for the first four quarters and with \$500 per Court per quarter for quarters five through eight. Because Grantee has three Courts, the amount of the Grant will be \$12,000 for Year 1 and \$6,000 for Year 2. The fund shall consist of monies received by the Montgomery County Public Defender's office; and

(B) *Use of Funds.* All money in the Fund will be used by Montgomery County in a manner consistent with the terms and conditions of the Title IV-E Incentive Payment Programs.

(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 _____, 2023.

Montgomery County Board of
Commissioners:

John E. Frey, President

James D. Fulwider, Vice President

Dan Guard, Member

Attest:

Mindy Byers, Auditor