



180 South Main Street
Martinsville, IN 46151
765-342-1007

MORGAN COUNTY BOARD OF COMMISSIONERS

AGENDA February 5, 2024 9:30 a.m.

I. CALL TO ORDER

- Pledge of Allegiance
- Prayer

II. NEW BUSINESS

- Minutes – 11/6/23, 1/2/24, 1/16/23
- Claims
- Introduction – Ordinance 2024-3 – Update to Flood Damage Prevention Ordinance
- Ordinance 2024-2- Technical Design Standards
- BOT III Agreement (*Build Operate Transfer*)
- Annual Contracts (*Hilldale Cemetery Assn., Morgan County Connect, CICOA Aging and In-Home Solutions, Morgan County Fair & 4-H Assn., Sycamore Services, Humane Society*)
- Farm Lease Agreements
- Engagement Letter - Appraisals
- Purchase Agreement – Radio Equipment

III. OLD BUSINESS/TABLED

IV. OTHER BUSINESS

- Request to Use Space Outside Courthouse

V. FOR THE GOOD OF THE COUNTY

VI. ADJOURNMENT

NEXT MEETING:
Tuesday, February 20, 2024
6:30 p.m.

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least 2 business days ahead of the scheduled meeting. Contact the ADA Coordinator at 180 S. Main Street, Martinsville, IN, 46151, Phone (765) 342-5364, or email dfry@morgancounty.in.gov as soon as possible for accommodations.

THE MORGAN COUNTY BOARD OF COMMISSIONERS MET IN A REGULAR SESSION ON MONDAY, NOVEMBER 6, 2023 AT 9:30 A.M.

MEMBERS PRESENT WERE BRYAN COLLIER, DON ADAMS, AND KENNY HALE. LINDA PRUITT, COUNTY AUDITOR AND DEB VERLEY, EXECUTIVE ASSISTANT WERE ALSO PRESENT.

PLEDGE

PRAYER – *Kenny Hale*

MINUTES – 10/16/23

Don Adams made a motion to approve the minutes of the October 16, 2023 meeting. Motion seconded by Kenny Hale. Motion carried 3-0.

CLAIMS

Don Adams made a motion to approve the October 13 and 27, 2023 payroll claims of \$728,232.59 and \$754,255.39; PERF \$65,804.64, and \$67,609.35; FICA \$52,978.55 and \$55,038.26; and monthly claims of \$3,277,219.27. Motion seconded by Kenny Hale. Motion carried 3-0.

BID OPENING – Paving

Justin Schneck, Morgan County Highway Engineer, opened Fall 2023/Spring 2024 Roadway Resurfacing Project Bids as follows:

Milestone	\$349,158
Baumgartner Asphalt Services	\$397,000
Howard Companies	\$342,665.20
Midwest Paving	\$376,909.08
Wallace Construction	\$431,696.31
E&B Paving	\$377,700

Mr. Schneck stated that he would review the bids and report back with the results.

PETITION TO VACATE EASEMENT – RR Kinton, Patton Park

Dale Coffey, attorney representing petitioners asking that easements in two different subdivisions in Jefferson Township be vacated, stated that when he appeared before the Board at the previous meeting, he had missed serving notice on one adjoining landowner. That has now been done. Mr. Coffey requested approval of Ordinance #2023-20, vacating various easements and splitting easements between property owners on each side of the particular easements. Mr. Coffey noted that the Board held a public hearing on October 2nd for this vacation. Bryan Collier asked if there were any comments from the public. There were none. Don Adams made a motion to approve the petition to vacate the easements. Motion seconded by Bryan Collier. Kenny Hale stated that the Auditor's Office suggested some minimal changes, but felt that they should be addressed. Mr. Coffey stated that he had no problem adding et al to the names. Don Adams amended his motion to approve Ordinance #2023-20 with the corrections. Motion seconded by Bryan Collier. Motion carried 3-0.

GRANT APPLICATION – Court Services

Miranda Beauchamp, Assistant Chief Probation Officer, was present to request approval of a FY24-25 Juvenile Community Corrections Grant not to exceed \$160,000 through the Indiana Department of Corrections. The funding would be available July 1, 20224 through June 30, 2025. This grant is used to fund juvenile officers' salaries and miscellaneous items for the office. They have been applying for and receiving the grant since 1989. Kenny Hale made a motion to approve the grant application. Motion seconded by Don Adams. Motion carried 3-0.

MEMORANDUM OF UNDERSTANDING – Health Department

Michelle Dyer, Public Health Nurse with the Morgan County Health Department, was present to request approval of a Memorandum of Understanding for expanded Adult and Child Health services for behavioral Health Programming and group support with Monroe-Gregg School District. These services would be provided through the school liaison grant monies. \$13,770 is available in this fund for the first year. Kenny Hale made a motion to approve the agreement. Motion seconded by Don Adams. Motion carried 3-0.

GRANT FUNDING

Bryan Collier noted that a few meetings ago, he had requested a list of grants that the county receives. The Auditor's Office provided a spreadsheet showing that the county receives \$1.4

million that is budgeted out of grants.

LEASE TERMINATION AGREEMENT

Bryan Collier stated that there are some questions regarding this agreement and until legal can advise, he is not comfortable acting on this item. Don Adams made a motion to table the agreement. Motion seconded by Kenny Hale. Motion carried 3-0.

RESOLUTION 2023-11-6A – Debt Policy

Josh Messmer stated that this resolution will also go before the Council at their November 8th meeting. During the budgeting process, both the Council and Board of Commissioners asked for a framework for debt and liquidity and for a reserve policy. They have been working with Baker Tilly to draft documents that give the current and future Commissioners and Council rails for operations. Bryan Collier stated that they should have had a plan like this years ago. Don Adams made a motion to approve Resolution 2023-11-6A – A Resolution of the Morgan County Commissioners Approving a Reserve Policy and Debt Policy. Motion seconded by Bryan Collier. Motion carried 3-0.

ORDINANCE #2023-25 – Veterans Burial Allowance

Courtney Kemp stated that from 2024 moving forward, they are requesting to increase the burial allowance to \$200.00. They surveyed the counties in the state and the average allowance is \$200.00. The current amount for Morgan County is \$100.00. Kenny Hale made a motion to approve the ordinance increasing the burial allotment to \$200 and to waive a second reading. Motion seconded by Don Adams. Motion carried 3-0.

APPOINTMENTS – Harrison Township Fire District, EMA Director

Kenny Hale stated that he is working on the Harrison Township Fire District appointment.

Bryan Collier stated that Mark Tumey, EMA Director notified the Board of Commissioners that he would be retiring effective November 3rd. The EMA Advisory Board met and reviewed candidates for the position of director and recommended that Abigail “Abby” Worth be appointed EMA Director. Ms. Worth introduced herself and outlined her experience and qualifications. Ms. Worth stated that she was looking forward to serving the county in this new role. Don Adams made a motion to approve the recommendation of the Advisory Board and appoint Abby Worth as EMA Director. Motion seconded by Don Adams. Motion carried 3-0.

Bryan Collier stated that it was impressive that little Morgan County updated and drafted spreadsheets after the April tornado and the state and FEMA have both adopted the spreadsheets. Mr. Collier thanked Ms. Worth for her service and congratulated her on the appointment.

RESOLUTION 2023-11-6B – Motor Fuel Budgeting Program

Josh Messmer stated that this resolution was provided as a template from the Indiana Bond Bank for a unique program that hedges increasing fuel prices. The Highway Department bids fuel for the year and has a set price; EMS, Sheriff and other fleet vehicles are subject to the whims of the market. This program allows the county to purchase options contracts at 15 cents per gallon. For example, if prices would rise from \$2 to \$3, the county would save \$1 on every contract that was purchased. The Council would also need to approve a Resolution. Mr. Messmer is working with outside counsel to finalize an exhibit (Qualified Entity Reimbursement Agreement) that is also part of the agreement, which can be finalized closer to the end of the year when they receive options pricing. Kenny Hale made a motion to approve the Resolution of the Board of Commissioners of Morgan County, Indiana Authorizing the Participation of Said County in the Motor Fuel Budgeting Program of the Indiana Bond Bank for the 2024 Budget Year, the Execution of the Qualified Entity Reimbursement Agreement in Connection Therewith and Other Related Matters. Motion seconded by Don Adams. Motion carried 3-0.

RESOLUTION #2023-11-6C – Authorization to Purchase Radio Equipment

Scott Hamilton, Morgan County 911 Dispatch Director, stated that when the Dispatch Center was built, only a third of the radio system installed was new equipment, the majority of it is at its end of life. The cost through Motorola is \$457,000 and the cost for the entire system through Kenwood is \$377,000. Don Adams made a motion to approve the resolution. Motion seconded by Kenny Hale. Motion carried 3-0.

ENGAGEMENT LETTER - BLN

Josh Messmer stated that this Engagement Letter is related to the BOT. State law requires an appraisal on the facility that is leased and the county will need to go through the same process for the BOT III phase (Courthouse renovation) as they did for the BOT I phase. BLN offers professional appraisal services for commercial buildings and this is the same firm that was used for the previous appraisal. Kenny Hale made a motion to approve the engagement letter. Motion

seconded by Don Adams. Motion carried 3-0.

REQUEST TO APPLY FOR FEDERAL FUNDING – Bridge #107

Justin Schneck, Morgan County Highway Engineer, presented a request to apply for federal funding for the design and construction of Bridge #107 on Measel Road. Over the last few years this bridge was originally in the INDOT system to be replaced, but was pulled due to internal issues; however, they have the funds in the five-year bridge plans and in the 2024 budget for this design and construction. Kenny Hale made a motion to approve the application for federal funding for Bridge #107. Motion seconded by Don Adams. Motion carried 3-0.

COUNTY-WIDE SMALL STRUCTURE INSPECTION

Mr. Schneck stated that every four to five years they would like to hire a consultant to inspect all the small structures across the county. This is an often overlooked asset that can have a big impact on the budget if it is not monitored. Mr. Schneck would like to send out an RFQ to consultants that are pre-qualified through INDOT to perform these inspections. This will get them back on track to plan the budget for the rehabilitation of these structures moving forward. Kenny Hale made a motion to approve the request to issue RFQs for the inspection. Motion seconded by Don Adams. Motion carried 3-0.

REQUEST TO DONATE TIME

Josh Messmer stated that there is an employee whose spouse has health concerns. They have used all their time and are on intermittent FMLA. There is an employee in this department who is moving to an elected position and would like to donate their time to this employee. Kenny Hale made a motion to approve the request. Motion seconded by Don Adams. Motion carried 3-0.

ROAD CONCERNS

Bryan Collier stated that there were a lot of unfamiliar faces in the crowd this evening and was told that there were people present that wanted to address concerns about County Road 1075 N and Beech Grove Lane. Mr. Collier asked if there was anyone present to discuss concerns with County Road 1075 N. There were no comments.

Mr. Collier asked if there was anyone present to discuss concerns about Beech Grove Lane. Ronald Westfall, a Morgan County resident and retired Brigadier General, United States Army, stated that he was present representing 24 citizens in the Beech Grove Lane neighborhood. Mr. Westfall stated that there is a safety concern as well as concern over declining property values in the neighborhood. Neighbors have filed several complaints regarding Ordinance 9-94-20 in 2022 and 2023. Those complaints have gone unanswered or were not acted upon. Mr. Westfall believes that the county's inaction has contributed to the further deterioration of 1486 Beech Grove Court. The deterioration led to the property being sold for \$74,500 to a known drug dealer out of Marion County. They have contacted the Morgan County Sheriff and Morgan County Drug Task Force. Mr. Westfall stated that he did not expect the Board of Commissioners could do anything to fix the current safety situation; however their intent is to voice their concerns as to how situations can escalate if county ordinances are not enforced.

Bill Mitchell, Clay Township Trustee, stated that there is a property on Beech Grove Road that is being used as a dumping area. Kenny Hale stated that IDEM is aware of the property and it is being cleaned up.

ROAD NAME

Sandy Mosier, Morgan County Plan Commission, stated that in 2015, Waverly Park Road was originally submitted and approved as Waverly Park Way. It was a few years before notices went out and notices went out as Waverly Park Road. Ms. Mosier asked that the Commissioners accept Waverly Park Road. Kenny Hale made a motion to approve the name change. Motion seconded by Don Adams. Motion carried 3-0

ROAD NAME LIST

Ms. Mosier stated that she submitted a list of road names for approval, but some spelling changes were needed. Don Adams stated that there were some names he would like to add. Kenny Hale stated that in the past, there were issues with citizens choosing road names and that is when the county started the procedure of assigning road names. Ms. Mosier stated that assigning the names from an approved list is a much faster process and does not delay home loans and closings or permits. Kenny Hale stated that it also eliminates confusion with similar road names. Kenny Hale made a motion to table the proposed Road Name List. Motion seconded by Bryan Collier. Motion carried 3-0.

TRANSFER LETTER

Josh Messmer stated that this transfers funds from one project to a different project. The Council appropriated money for the county to implement Sharepoint. They will not have to appropriate all the costs of the project because there are funds available to transfer. Don Adams made a motion to approve the transfer letter. Motion seconded by Kenny Hale. Motion carried 3-0.

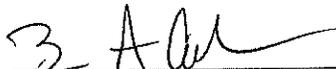
COMMENTS

Dana Lynn, a Morgan County resident, stated that the Town of Brooklyn is in violation of its own zoning ordinance. Ms. Lynn handed out paperwork and maps and stated that the setback lines for the mining company are not being observed; they are within 1,000 feet of the homes and built a new kiln without permits from IDEM. They are running the kiln at night. Ms. Lynn stated that it is a dirty operation and asked for the Commissioners to help. Bryan Collier stated that they would look into it.

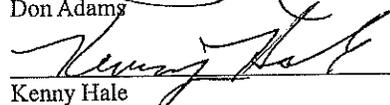
ADJOURNMENT

Kenny Hale made a motion to adjourn the meeting. Motion seconded by Don Adams. Motion carried 3-0.

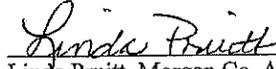
Morgan County Board of Commissioners


Bryan Collier


Don Adams


Kenny Hale

Attest:


Linda Pruitt, Morgan Co. Auditor

**THE MORGAN COUNTY BOARD OF COMMISSIONERS MET IN A REGULAR
SESSION ON TUESDAY, JANUARY 2, 2024 AT 9:30 A.M.**

MEMBERS PRESENT WERE BRYAN COLLIER, DON ADAMS, AND KENNY HALE.
LINDA PRUITT, COUNTY AUDITOR AND DEB VERLEY, EXECUTIVE ASSISTANT WERE
ALSO PRESENT.

PLEDGE

PRAYER – *Don Adams*

REORGANIZATION

Kenny Hale made a motion to nominate Don Adams as Chairman and Bryan Collier as Vice
Chairman. Motion seconded by Bryan Collier. Motion carried 3-0.

CLAIMS

Bryan Collier made a motion to approve the December 8 and 22, 2023 payroll claims of
\$774,883.49 and \$729,402.41; December 15 Longevity \$202,500.00; PERF \$68,228.44, and
\$64,899.45; 12/15 \$20,865.60; FICA \$56,650.01 and \$53,159.72; 12/15 \$15,491.25; and monthly
claims of \$1,698,620.63. Motion seconded by Kenny Hale. Motion carried 3-0.

TREASURER'S REPORT/CLERK'S REPORT

Bryan Collier made a motion to approve the reports as presented. Motion seconded by Kenny
Hale. Motion carried 3-0.

GRANT APPLICATION – EMA

Kenny Hale stated that the application for a \$200,000 HMGP 4704 grant through FEMA can only
be used for mitigation for the April 2023 tornados or preparedness activities for tornado/wind
events. The funds will be used to provide window reinforcements in schools throughout the
county and a public education program for students. EMA will be able to convert this program to
a community education initiative and provide approximately 2000 weather radios to families in the
county. Kenny Hale made a motion to approve the grant application. Motion seconded by Bryan
Collier. Kenny Hale noted that since this is an HMGP Grant, it would be a 75/25% split; the
county would be responsible for 25% of the costs, which could be an in-kind match. Motion
carried 3-0.

ENGAGEMENT LETTER

Bryan Collier stated that this agreement with Paganelli Law was mentioned at the previous
meeting, but the agreement was not signed. Kenny Hale made a motion to approve the
engagement letter. Motion seconded by Bryan Collier. Motion carried 3-0.

TAKE-HOME VEHICLE APPLICATION

Abby Worth, Morgan County EMA Director, stated that this request for a take-home vehicle is for
the deputy director. EMA has two vehicles and this would allow the use of the second vehicle as a
take-home vehicle. Bryan Collier made a motion to approve the application. Motion seconded by
Kenny Hale. Motion carried 3-0.

FOR THE GOOD OF THE COUNTY

Bryan Collier stated that he is involved in county government because he wanted to be involved in
the community and he wanted to make decisions as a parent that would want to make the next
generation come back. Mr. Collier stated that he had one of the greatest compliments occur from
his daughter Breanna; she is a world traveler (France, Italy, Spain, England as well as Washington
State and New York City) and she stated that after traveling everywhere, she is very happy to
come back to this little community; "It's not that bad." Mr. Collier thanked the citizens of Morgan
County for allowing him the opportunity to make decisions that hopefully influence the next
generation to want to come back home.

ADJOURNMENT

Bryan Collier made a motion to adjourn the meeting. Motion seconded by Kenny Hale. Motion
carried 3-0.

Morgan County Board of Commissioners

Don Adams

Attest:

Bryan A. Collier

Linda Pruitt, Morgan Co. Auditor

Kenny Hale

**THE MORGAN COUNTY BOARD OF COMMISSIONERS MET IN A REGULAR SESSION
ON TUESDAY, JANUARY 16, 2024 AT 9:30 A.M.**

MEMBERS PRESENT WERE BRYAN COLLIER, DON ADAMS, AND KENNY HALE. LINDA PRUITT, COUNTY AUDITOR DEB VERLEY, EXECUTIVE ASSISTANT; AND JOSH MESSMER, COUNTY ADMINISTRATOR, WERE ALSO PRESENT.

PLEDGE – *in honor of two deceased veterans, Sandy Perry and Emily Armstrong*

PRAYER – *Kenny Hale*

MINUTES

Bryan Collier made a motion to approve the December 18 and December 29, 2023. Motion seconded by Kenny Hale. Motion carried 3-0.

CLERK'S REPORT

Don Adams acknowledged that the Board had received the Clerk's Report per requirements of IC 33-17-2-3.

BOARD OF FINANCE (IC 5-13-6-7)

Terry Clelland presented the Investment Policy, a report showing the account balances at the beginning and ending of the year and the interest earned. Kenny Hale made a motion to approve the Investment Policy and appoint Don Adams as the Chairman of the Board of Finance. Motion seconded by Bryan Collier. Motion carried 3-0.

OCRA GRANT – Martinsville Youth Development Center

Shelby Burkett, Martinsville Youth and Development Center, stated that they currently occupy a 40,000 sq ft building, of which 10,000 is unfinished. In order to better serve the youth, they would like to expand the facility to have a large recreational space as well as an educational kitchen. They would like to apply for a \$500,000 grant through OCRA (Office of Community and Rural Affairs) and have obtained matching funds of over \$56,000. Kenny Hale made a motion to approve the request to apply for the OCRA grant. Bryan Collier seconded the motion and noted that the funds would be used for a community development project that include the following: mechanical, plumbing, electrical lighting upgrade, security improvements, exterior lighting, security cameras, new walls and doors, interior finish upgrades, parking lot and building entrance upgrades and new building signage. Motion carried 3-0.

PURDUE ANNUAL AGREEMENT

Rena Sheldon, Purdue Extension Agent, stated that a third of the funding comes from the county, a third comes from the state and a third is federal. They added an educator two years ago and this year that position is full time. Don Adams noted that the Extension service is an important service that started in 1914. Bryan Collier made a motion to approve the agreement between Purdue University and Morgan County. Motion seconded by Kenny Hale. Motion carried 3-0. Bryan Collier noted that programs that invest in youth hopefully deter them from being future residents in the "county facility" and save the county money.

TITLE VI IMPLEMENTATION PLAN UPDATE

Daree Frye, HR Director, stated that the County Highway Engineer applied for the Community Crossing Grant and realized that the Title VI Implementation Plan must be updated every year. The only change is the updated census information. Kenny Hale made a motion to approve the Title VI Implementation Plan for 2024. Motion seconded by Bryan Collier. Motion carried 3-0.

RESOLUTION 2024-1-16 – Approving the Title VI Implementation Plan

Bryan Collier made a motion to approve Resolution 2024-1-16, Resolution of the Board of Commissioners of Morgan County, Indiana Approving Updated Title VI Implementation Plan. Motion seconded by Kenny Hale. Motion carried 3-0.

ANNUAL STATEMENT OF RECEIPTS AND EXPENDITURES

Linda Pruitt stated that the beginning balance was \$101,990,695.85; receipts totaled \$229,807,844.87; expenditures totaled \$232,649,808.07 and an overall ending balance of \$99,148,732.65. Payroll for 498 employees totaled \$19,836,273.43. The average number of employees was 405. Bryan Collier made a motion to acknowledge the receipt of the Annual Statement of Receipts and Expenditures. Motion seconded by Don Adams; Motion carried 3-0.

CONFLICT OF INTEREST

Don Adams stated that the appointment to the Mooresville Public Library holds the position of treasurer on the board and also works at a bank. Bryan Collier made a motion to accept the Conflict of

Interest. Motion seconded by Kenny Hale. Motion carried 3-0.

FINANCIAL COMMITMENT LETTER – Community Crossings

Justin Schneck, Morgan County Highway Engineer, stated that he is working on the Community Crossings 2024-1 grant application. He is anticipating requesting \$2.4 million in funding. The state match the grant dollar for dollar up to \$1.5 million. In July, they anticipate fully utilizing the grant. Mr. Schneck requested approval of a financial commitment letter for this project. Bryan Collier made a motion to accept the proposal for the Morgan County Community Crossings application. Motion seconded by Kenny Hale. Motion carried 3-0.

Don Adams thanked the Highway Department for their work during the recent snowstorm.

DISCUSSION – Technical Design Standards

Mr. Schneck presented the technical design standards that the county will use for new development going forward. This means that all new roadways would need to adhere to these standards in conjunction with the Indiana Design Manual, Morgan County Thoroughfare Plan and Unified Development Ordinance. Mr. Schneck has reviewed the standards with the Plan Director, Laura Parker, and with Surveyor, Terry Brock. There will be an ordinance or resolution at the next meeting to adopt the standards. Kenny Hale asked if they could adopt a 10 ft. right of way because most grants for trails require that.

HIGHWAY UPDATE – Leonard Road

Mr. Schneck stated that a small structure on Leonard Road was shut down due to deficiencies. A citizen called regarding a dip in the road and upon further investigation, it was discovered that a timber bent cap was saturated with water and beginning to crush. Mr. Schneck did not feel that it was safe to leave this open to traffic and has been shut down. The structure is close to a floodway and a DNR permit will be required and it is anticipated that the structure will be shut down for nine to twelve months. They will begin design this year and will budget for the construction next year.

TAKE-HOME VEHICLE APPLICATION

Eddie Fisher, Morgan County Highway Superintendent, stated that his transfer to Superintendent opened a position for a crew boss for Highway District 3 and this position is an on-call position. Bryan Collier made a motion to approve the application. Motion seconded by Kenny Hale. Motion carried 3-0. Mr. Fisher stated that this would take effect the first of February.

DONATION OF TIME

Daree Fry stated that there are several couples that work for the county and one spouse approached her and asked that the other spouse be allowed to donate time. The employee will be using FMLA to care for a family member with a serious illness. Anne Cowgur (being the new county attorney) stated that she had not reviewed the employee handbook yet and asked several questions about the situation. Bryan Collier made a motion to approve the request. Motion seconded by Kenny Hale. Motion carried 3-0.

FOR THE GOOD OF THE COUNTY

Don Adams stated that the Executive Director of the Morgan County Economic Development Corporation, Mike Dellinger, will be having surgery and asked that everyone keep him in their thoughts and prayers.

Mr. Adams stated that they will be resuming “Coffee with the County” at Bran N Shorts on Saturday, February 3rd at 8:30 am.

ADJOURNMENT

Bryan Collier made a motion to adjourn the meeting. Motion seconded by Kenny Hale. Motion carried 3-0.

Morgan County Board of Commissioners

Don Adams

Bryan A. Collier

Attest:

Linda Pruitt, Morgan Co. Auditor

Kenny Hale

CLAIMS APPROVAL

THE MORGAN COUNTY BOARD OF COMMISSIONERS HAVE FEBRUARY 5, 2024 EXAMINED ALL CLAIMS PRESENTED, AND RECOMMENDS PAYMENT OF THE FOLLOWING, AND THE AUDITOR BE DIRECTED TO ISSUE ORDERS ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNTS ALLOWED:

PAYROLL:	1/5/24 \$865,254.58	1/19/24 \$843,571.25	1/26/24 \$69,850.00
			Uniforms
PERF-COUNTY PORTION:	1/5/24 \$75,783.65	1/19/24 \$73,616.42	1/26/24 \$3,396.40
FICA-COUNTY PORTION:	1/5/24 \$62,854.69	1/19/24 \$61,125.49	1/26/24 \$5,343.79

TOTAL PAYROLL: \$2,060,796.27

ACCOUNTS PAYABLE CLAIMS: \$5,502,160.09

TOTAL PAYROLL & ACCOUNTS PAYABLE CLAIMS: \$7,562,956.36

MORGAN COUNTY COMMISSIONERS:

Effective Date	Amount	Check
⊕ Payee Name 1 : 365 Labs, LLC (1 Items, 155,515.00)		
⊕ Payee Name 1 : A E Boyce Company Inc (2 Items, 426.08)		
⊕ Payee Name 1 : ADEMS Creations 1 (1 Items, 1,359.00)		
⊕ Payee Name 1 : Adult and Child Health (2 Items, 12,323.90)		
⊕ Payee Name 1 : AES Indiana (2 Items, 479.33)		
⊕ Payee Name 1 : Air Hydro Power (2 Items, 1,179.17)		
⊕ Payee Name 1 : Airworx Unmanned Solutions (1 Items, 17,000.00)		
⊕ Payee Name 1 : Aladtec Inc (1 Items, 572.09)		
⊕ Payee Name 1 : Amazon Capital Services, Inc (25 Items, 12,349.16)		
⊕ Payee Name 1 : American Stamp & Marking Pro (1 Items, 901.55)		
⊕ Payee Name 1 : American United Life Insurance (3 Items, 23,339.72)		
⊕ Payee Name 1 : Anderson Excavating & More Llc (2 Items, 47,600.00)		
⊕ Payee Name 1 : Andy Mohr Ford (1 Items, 1,071.60)		
⊕ Payee Name 1 : Apex Benefits Group, Inc (2 Items, 8,666.66)		
⊕ Payee Name 1 : Aramark Uniform & Career Appar (7 Items, 951.89)		
⊕ Payee Name 1 : Artesian Group, LLC (1 Items, 10,080.72)		
⊕ Payee Name 1 : Assoc Of Public Safety Communi (2 Items, 532.00)		
⊕ Payee Name 1 : Assoc.of Ind.Prof.Atty.Inc. (1 Items, 800.00)		
⊕ Payee Name 1 : AT&T (5 Items, 5,358.72)		
⊕ Payee Name 1 : AT&T Mobility (12 Items, 2,194.15)		
⊕ Payee Name 1 : Axis Forensic Toxicology, Inc (1 Items, 104.00)		
⊕ Payee Name 1 : Banning Engineering (2 Items, 4,900.00)		
⊕ Payee Name 1 : Barada Associates Inc (1 Items, 24.60)		
⊕ Payee Name 1 : Barber, Samantha Lynn (2 Items, 390.00)		
⊕ Payee Name 1 : Batteries Plus Bulbs (1 Items, 180.85)		
⊕ Payee Name 1 : Beam Longest & Neff LLC (6 Items, 17,012.10)		
⊕ Payee Name 1 : Bender Lumber Company Inc (9 Items, 1,293.43)		
⊕ Payee Name 1 : Best Kitchen Service & Parts (1 Items, 1,827.69)		
⊕ Payee Name 1 : BI Inc (2 Items, 5,323.00)		
⊕ Payee Name 1 : Bishop, Joni S (1 Items, 3,920.00)		
⊕ Payee Name 1 : Bloomington Ford Inc (1 Items, 2,241.98)		
⊕ Payee Name 1 : Bob Barker Co Inc (3 Items, 5,072.00)		
⊕ Payee Name 1 : BOKF, Na (3 Items, 2,256,750.00)		
⊕ Payee Name 1 : Bound Tree Medical, LLC (3 Items, 1,220.76)		
⊕ Payee Name 1 : Brock Safety Consultants, LLC (4 Items, 8,738.84)		
⊕ Payee Name 1 : Brummett, Reva (2 Items, 101.00)		
⊕ Payee Name 1 : Bull Dog Power Equipment (1 Items, 591.58)		
⊕ Payee Name 1 : C2IT Consulting, Inc (2 Items, 3,380.00)		
⊕ Payee Name 1 : Capital One, N.A. (16 Items, 1,257.82)		
⊕ Payee Name 1 : Card Service Center (11 Items, 1,712.36)		
⊕ Payee Name 1 : CDW Government Inc (1 Items, 73.14)		
⊕ Payee Name 1 : CenterPoint Energy Indiana (9 Items, 2,088.50)		
⊕ Payee Name 1 : Centerstone Of Indiana Inc (1 Items, 245,436.50)		
⊕ Payee Name 1 : Chappelow, John L (1 Items, 75.00)		
⊕ Payee Name 1 : Chardon Laboratories, Inc. (2 Items, 1,649.00)		
⊕ Payee Name 1 : Charm-Tex, Inc (4 Items, 30,230.90)		

Effective Date	Amount	Check
⊕ Payee Name 1 : ChildFirst. Indiana (2 Items, 1,400.00)		
⊕ Payee Name 1 : Christopher B Burke Eng, LLC (1 Items, 1,165.00)		
⊕ Payee Name 1 : Civil City Of Martinsville (2 Items, 1,602.46)		
⊕ Payee Name 1 : Clark Truck Equipment Co Inc (2 Items, 7,196.00)		
⊕ Payee Name 1 : Co-Alliance Cooperative, Inc (4 Items, 6,474.95)		
⊕ Payee Name 1 : Coffey, Dale S (1 Items, 75.00)		
⊕ Payee Name 1 : Comcast (911 IDACS) (1 Items, 126.85)		
⊕ Payee Name 1 : Comcast (Coroner) (1 Items, 341.51)		
⊕ Payee Name 1 : Comcast (Data) (1 Items, 391.84)		
⊕ Payee Name 1 : Comcast (Dispatch) (3 Items, 111.85)		
⊕ Payee Name 1 : Comcast (Dispatch/xfinity) (3 Items, 160.91)		
⊕ Payee Name 1 : Comcast (EMS 2) (1 Items, 276.72)		
⊕ Payee Name 1 : Comcast (EMS) (2 Items, 229.90)		
⊕ Payee Name 1 : Comcast (Sheriff) (1 Items, 116.90)		
⊕ Payee Name 1 : Community Ford Inc (3 Items, 94.93)		
⊕ Payee Name 1 : Computershare Trust Company (2 Items, 146,812.50)		
⊕ Payee Name 1 : Conners, Jeff (1 Items, 75.00)		
⊕ Payee Name 1 : Constellation Newenergy (10 Items, 4,143.89)		
⊕ Payee Name 1 : Cook's Correctional (2 Items, 1,329.74)		
⊕ Payee Name 1 : County Surveyor's Assoc Ind (1 Items, 100.00)		
⊕ Payee Name 1 : Crone, Gordon L (1 Items, 75.00)		
⊕ Payee Name 1 : Crowder-Detention Equipment (1 Items, 12,587.00)		
⊕ Payee Name 1 : CSI Computer Systems Inc (1 Items, 140.50)		
⊕ Payee Name 1 : Culligan Of Martinsville (9 Items, 393.01)		
⊕ Payee Name 1 : Davidson, Robin (1 Items, 61.50)		
⊕ Payee Name 1 : Deb'z-N-Stitches (1 Items, 6,898.00)		
⊕ Payee Name 1 : Dell Marketing L.p. (1 Items, 3,220.18)		
⊕ Payee Name 1 : Delta Dental (1 Items, 13,398.07)		
⊕ Payee Name 1 : Depoy, Melanie K (1 Items, 75.00)		
⊕ Payee Name 1 : Detro Trailers LLC (1 Items, 7,325.00)		
⊕ Payee Name 1 : Dials, William H (2 Items, 6,167.00)		
⊕ Payee Name 1 : DISA, Inc (1 Items, 394.50)		
⊕ Payee Name 1 : DLH Counseling & Consulting LL (1 Items, 700.00)		
⊕ Payee Name 1 : Drainage Solutions, Inc. (1 Items, 120.15)		
⊕ Payee Name 1 : Duke Energy Indiana Inc (21 Items, 22,609.38)		
⊕ Payee Name 1 : Eastern Engineering (2 Items, 530.56)		
⊕ Payee Name 1 : ECS, INC (2 Items, 2,827.50)		
⊕ Payee Name 1 : Emergency Medical Products Inc (10 Items, 11,036.28)		
⊕ Payee Name 1 : Employee Benefits Corporation (5 Items, 539.36)		
⊕ Payee Name 1 : Enterprise FM Trust (42 Items, 33,909.71)		
⊕ Payee Name 1 : Everside Health, LLC (3 Items, 47,007.21)		
⊕ Payee Name 1 : Express Steel, Inc (1 Items, 1,475.00)		
⊕ Payee Name 1 : Fast Access Healthcare, PLLC (2 Items, 129,962.50)		
⊕ Payee Name 1 : Fire Service Inc (1 Items, 644.95)		
⊕ Payee Name 1 : First Class Window Cleaning In (2 Items, 258.00)		
⊕ Payee Name 1 : Flex-Pac Inc (4 Items, 6,010.13)		

Effective Date	Amount	Check
⊕ Payee Name 1 : Foley, Foley & Peden (1 Items, 3,000.00)		
⊕ Payee Name 1 : Foley, Timothy (1 Items, 75.00)		
⊕ Payee Name 1 : Franciscan Alliance, Inc (1 Items, 1,294.93)		
⊕ Payee Name 1 : Franciscan Health Indpls-ESSC (1 Items, 5,550.00)		
⊕ Payee Name 1 : Franciscan Health-working Well (1 Items, 49.00)		
⊕ Payee Name 1 : Frye, Dustin (1 Items, 75.00)		
⊕ Payee Name 1 : Fultz, Brent A (1 Items, 272.44)		
⊕ Payee Name 1 : GadellNet Consulting Services, (1 Items, 11,300.00)		
⊕ Payee Name 1 : Galls LLC (4 Items, 2,981.71)		
⊕ Payee Name 1 : GateHouse Media Indiana Hold (2 Items, 603.90)		
⊕ Payee Name 1 : Geotab USA, Inc (7 Items, 1,538.77)		
⊕ Payee Name 1 : Grainger (12 Items, 10,142.11)		
⊕ Payee Name 1 : Haltom Equipment Co (1 Items, 11,250.00)		
⊕ Payee Name 1 : Hamilton, Rebecca (1 Items, 61.50)		
⊕ Payee Name 1 : Hamilton, Scott (1 Items, 23.52)		
⊕ Payee Name 1 : Heldman, Bethany (1 Items, 19.60)		
⊕ Payee Name 1 : HF Group, LLC (1 Items, 53,692.00)		
⊕ Payee Name 1 : Hudson Plumbing LLC (1 Items, 380.00)		
⊕ Payee Name 1 : Hurst, John H. (1 Items, 75.00)		
⊕ Payee Name 1 : Iccads (1 Items, 100.00)		
⊕ Payee Name 1 : IDEMIA Identity & Security USA (2 Items, 65.25)		
⊕ Payee Name 1 : In A Pinch? Rent It! Of Martin (1 Items, 303.00)		
⊕ Payee Name 1 : Ind Co Auditor Association Inc (1 Items, 1,184.19)		
⊕ Payee Name 1 : Ind.Dept. Of Workforce Develop (2 Items, 3,900.00)		
⊕ Payee Name 1 : Indiana Assoc Of County Council (1 Items, 140.00)		
⊕ Payee Name 1 : Indiana Bureau Of Motor Vehicl (1 Items, 15.00)		
⊕ Payee Name 1 : Indiana Clerk's Association (1 Items, 600.00)		
⊕ Payee Name 1 : Indiana Election Division (1 Items, 62.00)		
⊕ Payee Name 1 : Indiana Funeral Care & Cremato (1 Items, 200.00)		
⊕ Payee Name 1 : Indiana Office Of Technology (2 Items, 442.40)		
⊕ Payee Name 1 : Indiana Oxygen Company (1 Items, 75.64)		
⊕ Payee Name 1 : Indiana Recorders Association (1 Items, 685.82)		
⊕ Payee Name 1 : Indiana Salt Supply (1 Items, 9,212.00)		
⊕ Payee Name 1 : Indiana State Coroners Assoc. (1 Items, 600.00)		
⊕ Payee Name 1 : International Homicide (1 Items, 435.00)		
⊕ Payee Name 1 : Interstate All Battery Center (1 Items, 461.19)		
⊕ Payee Name 1 : iSimulate (1 Items, 16,090.00)		
⊕ Payee Name 1 : Jims Custom Trim Shop (1 Items, 295.00)		
⊕ Payee Name 1 : John Deere Financial (8 Items, 913.17)		
⊕ Payee Name 1 : Johnson Co.Treasurer-Juv.Deten (2 Items, 16,590.00)		
⊕ Payee Name 1 : Keller's Office Supply (7 Items, 2,933.17)		
⊕ Payee Name 1 : Kellwell Food Management (4 Items, 43,244.88)		
⊕ Payee Name 1 : Kimball Midwest (1 Items, 282.92)		
⊕ Payee Name 1 : Knowink, LLC (1 Items, 10,755.00)		
⊕ Payee Name 1 : Koorsen Fire & Security Inc (2 Items, 480.00)		
⊕ Payee Name 1 : Ksenak Law Firm (1 Items, 350.00)		

Effective Date	Amount	Check
⊕ Payee Name 1 : Kuszmaul, Kierra E (1 Items, 19.60)		
⊕ Payee Name 1 : L.L. Low Associates, Inc (1 Items, 300.00)		
⊕ Payee Name 1 : Langley, Tracey (3 Items, 1,147.49)		
⊕ Payee Name 1 : Larsan Beauty Supply Inc (1 Items, 13.30)		
⊕ Payee Name 1 : Law Enforcement Training Board (1 Items, 75.00)		
⊕ Payee Name 1 : Lawson Products Inc (5 Items, 1,467.33)		
⊕ Payee Name 1 : Lee Supply Corporation (1 Items, 25.00)		
⊕ Payee Name 1 : Legacy Business Consultants (3 Items, 26,843.56)		
⊕ Payee Name 1 : Legal and Liability Risk (1 Items, 200.00)		
⊕ Payee Name 1 : Lincoln Park Stone, Inc. (19 Items, 15,151.28)		
⊕ Payee Name 1 : Live Wire Consulting Inc (2 Items, 554.27)		
⊕ Payee Name 1 : Logansport State Hospital (1 Items, 13.28)		
⊕ Payee Name 1 : Lowes Home Centers Inc (8 Items, 634.32)		
⊕ Payee Name 1 : M & K Holding Company (4 Items, 579.97)		
⊕ Payee Name 1 : Macallister Machinery Co Inc (1 Items, 440.46)		
⊕ Payee Name 1 : Manatron Inc. (1 Items, 21,615.84)		
⊕ Payee Name 1 : Martinsville Ace Hardware (22 Items, 4,623.12)		
⊕ Payee Name 1 : Martinsville Municipal Water & (17 Items, 18,074.54)		
⊕ Payee Name 1 : Martinsville Youth & Developme (1 Items, 2,272.20)		
⊕ Payee Name 1 : Matthias, Warren Eugene (3 Items, 6,027.00)		
⊕ Payee Name 1 : MC Conv Visit & Tour Bur Inc (1 Items, 170,000.00)		
⊕ Payee Name 1 : McGrath, Gerard P (1 Items, 75.00)		
⊕ Payee Name 1 : McKesson Medical-Surgical Gov (14 Items, 1,663.80)		
⊕ Payee Name 1 : Med-Bill Corporation (2 Items, 23,630.95)		
⊕ Payee Name 1 : Medical Waste Solutions, Inc (1 Items, 180.00)		
⊕ Payee Name 1 : Menard Inc (3 Items, 160.18)		
⊕ Payee Name 1 : Meredith-Clark Funeral Home (1 Items, 280.00)		
⊕ Payee Name 1 : Microvote General Corp (1 Items, 13,000.00)		
⊕ Payee Name 1 : Midwest Stepsaver (2 Items, 869.09)		
⊕ Payee Name 1 : Mike's Automotive Inc (3 Items, 2,041.32)		
⊕ Payee Name 1 : Milestone Contractors LP (9 Items, 4,198.47)		
⊕ Payee Name 1 : Mitchell, William D (1 Items, 75.00)		
⊕ Payee Name 1 : Monroe County Tire & Supply In (3 Items, 4,311.50)		
⊕ Payee Name 1 : Mooresville Con School Corp (1 Items, 356.64)		
⊕ Payee Name 1 : Mooresville Welding Inc (2 Items, 235.26)		
⊕ Payee Name 1 : Morgan Co. Rural Water Inc (1 Items, 13.19)		
⊕ Payee Name 1 : Morgan County Commissary Fund (1 Items, 35,000.00)		
⊕ Payee Name 1 : Morgan County Correspondent (2 Items, 243.50)		
⊕ Payee Name 1 : Morgan County Court Services (6 Items, 330.00)		
⊕ Payee Name 1 : Morgan County Fair & 4-H Assn (1 Items, 950.00)		
⊕ Payee Name 1 : Morgan County History Center & (1 Items, 20,000.00)		
⊕ Payee Name 1 : Morgan Insurance Group (4 Items, 650.00)		
⊕ Payee Name 1 : Motorola Solutions Inc (3 Items, 65,879.89)		
⊕ Payee Name 1 : MPH Industries Inc (2 Items, 5,701.97)		
⊕ Payee Name 1 : Municipal Emergency Services I (10 Items, 4,047.84)		
⊕ Payee Name 1 : NACo (1 Items, 1,378.00)		

Effective Date	Amount	Check
+ Payee Name 1 : Newton Oil Company, Inc (4 Items, 19,046.13)		
+ Payee Name 1 : NimboIP LLC (4 Items, 1,026.00)		
+ Payee Name 1 : Office 360 (1 Items, 72.78)		
+ Payee Name 1 : O'Reilly Auto Parts (5 Items, 743.27)		
+ Payee Name 1 : Owens Septic Service (1 Items, 300.00)		
+ Payee Name 1 : PACCAR Financial Corp (1 Items, 55,709.13)		
+ Payee Name 1 : Pacem Defense (1 Items, 2,124.00)		
+ Payee Name 1 : Painted Hills Utilities Corp (1 Items, 28.79)		
+ Payee Name 1 : Palmer Trucks Inc. (6 Items, 2,584.12)		
+ Payee Name 1 : Parsley Plumbing Inc (1 Items, 433.51)		
+ Payee Name 1 : PEI Maintenance & Contracting (1 Items, 1,120.00)		
+ Payee Name 1 : Perfection Group Inc (3 Items, 3,380.17)		
+ Payee Name 1 : Pitney Bowes Inc (3 Items, 1,893.58)		
+ Payee Name 1 : Pitney Bowes Reserve Acct (2 Items, 5,500.00)		
+ Payee Name 1 : Plymate Inc (4 Items, 594.38)		
+ Payee Name 1 : Pomp's Tire Service Inc (4 Items, 2,132.48)		
+ Payee Name 1 : PowerDMS, Inc (1 Items, 3,339.00)		
+ Payee Name 1 : Precision Data Solutions, LLC (8 Items, 27,560.00)		
+ Payee Name 1 : Professional Pride, Inc (1 Items, 1,573.60)		
+ Payee Name 1 : Proplo LS, LLC (1 Items, 4.55)		
+ Payee Name 1 : Purchase Power (1 Items, 2,015.00)		
+ Payee Name 1 : Quill Corporation (17 Items, 1,575.11)		
+ Payee Name 1 : Radar Man Inc (1 Items, 2,055.00)		
+ Payee Name 1 : Redwood Toxicology Laboratory, (1 Items, 2,209.35)		
+ Payee Name 1 : Regions Bank (2 Items, 5,027.40)		
+ Payee Name 1 : Reynolds Farm Equipment Inc (6 Items, 2,600.87)		
+ Payee Name 1 : Ricoh USA, Inc (1 Items, 88.04)		
+ Payee Name 1 : Rodenburg, Danny K (3 Items, 4,972.93)		
+ Payee Name 1 : Rogers Group, Inc (4 Items, 6,328.89)		
+ Payee Name 1 : Rogers, Randy R. (6 Items, 6,900.00)		
+ Payee Name 1 : Rumbaugh, William A Jr (2 Items, 150.00)		
+ Payee Name 1 : SafeHiring Solutions (1 Items, 277.20)		
+ Payee Name 1 : Saguaro Forensic Consulting (6 Items, 17,600.00)		
+ Payee Name 1 : Schneider Geospatial, LLC (7 Items, 2,958.00)		
+ Payee Name 1 : Security Automation Systems In (1 Items, 790.00)		
+ Payee Name 1 : Selch, Diane (1 Items, 200.00)		
+ Payee Name 1 : Service Sanitation, Inc. (2 Items, 532.20)		
+ Payee Name 1 : Serving Our Community Inc (1 Items, 10,000.00)		
+ Payee Name 1 : Sillivent, Jennifer M. (2 Items, 309.00)		
+ Payee Name 1 : Smithville Communications Inc (1 Items, 44.58)		
+ Payee Name 1 : Sonnega, Steve (1 Items, 15.99)		
+ Payee Name 1 : South Central Indiana Remc (3 Items, 233.36)		
+ Payee Name 1 : Southeastern Equipment Co Inc (6 Items, 3,170.91)		
+ Payee Name 1 : Southern District Clerks Assoc (1 Items, 225.00)		
+ Payee Name 1 : Speedway Auto Parts (14 Items, 2,497.76)		
+ Payee Name 1 : Staples Business Advantage (15 Items, 17,357.04)		

Effective Date	Amount	Check
+ Payee Name 1 : Steele Insurance & Financial S (1 Items, 277.50)		
+ Payee Name 1 : Stericycle, Inc (3 Items, 819.00)		
+ Payee Name 1 : Steven R Jenkins Co Inc (1 Items, 1,302.00)		
+ Payee Name 1 : Steve's Appliance Repair,Sales (1 Items, 55.63)		
+ Payee Name 1 : Stryker Sales Corp (3 Items, 3,336.48)		
+ Payee Name 1 : Suburban Propane, L.p. (3 Items, 1,288.00)		
+ Payee Name 1 : Super Sports LLC (1 Items, 1,215.00)		
+ Payee Name 1 : Taft Stettinius & Hollister LI (4 Items, 19,120.50)		
+ Payee Name 1 : Target Solutions Learning LLC (1 Items, 26,088.00)		
+ Payee Name 1 : Teeters, Rebecca (2 Items, 81.50)		
+ Payee Name 1 : Telemagen, LLC (1 Items, 5,673.44)		
+ Payee Name 1 : Terminal Supply Co Inc (1 Items, 670.91)		
+ Payee Name 1 : The American Police Canine (1 Items, 150.00)		
+ Payee Name 1 : The Huntington National Bank (1 Items, 61,488.00)		
+ Payee Name 1 : The Sherwin-Williams Company (3 Items, 1,539.01)		
+ Payee Name 1 : The Travelers Indemnity Compan (1 Items, 69.60)		
+ Payee Name 1 : The Waymire Group (2 Items, 288.40)		
+ Payee Name 1 : Thompson's Heating & Cooling (2 Items, 2,640.00)		
+ Payee Name 1 : Tirehub, LLC (1 Items, 2,700.00)		
+ Payee Name 1 : TK Elevator Corporation (3 Items, 1,349.69)		
+ Payee Name 1 : Tom Wood Outdoor Equipment (1 Items, 14,400.00)		
+ Payee Name 1 : Total Truck Parts (6 Items, 1,760.00)		
+ Payee Name 1 : Toy's Auto Parts (7 Items, 977.41)		
+ Payee Name 1 : TransUnion Risk & Alternative (2 Items, 240.00)		
+ Payee Name 1 : TransWorld Network Corp (1 Items, 388.80)		
+ Payee Name 1 : Tryon, Richard R (2 Items, 308.75)		
+ Payee Name 1 : U R Industrial Supply Co-Op LL (2 Items, 2,841.53)		
+ Payee Name 1 : UKG Kronos Systems LLC (2 Items, 3,104.00)		
+ Payee Name 1 : Uline Inc (4 Items, 18,563.13)		
+ Payee Name 1 : UMR (8 Items, 711,926.10)		
+ Payee Name 1 : Unifirst Corporation (4 Items, 1,908.53)		
+ Payee Name 1 : United Consulting (9 Items, 60,537.18)		
+ Payee Name 1 : United Tactical Systems, LLC (1 Items, 402.00)		
+ Payee Name 1 : Upkeep Technologies, Inc (1 Items, 252.72)		
+ Payee Name 1 : US Defense Solutions LLP (1 Items, 547.00)		
+ Payee Name 1 : Utility Associates, Inc (2 Items, 129,588.60)		
+ Payee Name 1 : Utter's (1 Items, 400.00)		
+ Payee Name 1 : Van Ausdall & Farrar Inc (1 Items, 340.00)		
+ Payee Name 1 : Verizon Wireless Services LLC (15 Items, 2,849.81)		
+ Payee Name 1 : Vincennes Police Department (1 Items, 400.00)		
+ Payee Name 1 : VIQ Solutions, Inc. (1 Items, 16,810.00)		
+ Payee Name 1 : Visa (4 Items, 319.12)		
+ Payee Name 1 : Vision Service Plan Insurance (1 Items, 3,013.90)		
+ Payee Name 1 : WA Jones (1 Items, 695.74)		
+ Payee Name 1 : Waggoner, Irwin, Scheele & Ass (2 Items, 1,853.75)		
+ Payee Name 1 : Wagner, Leroy (1 Items, 300.00)		

Effective Date	Amount	Check
+ Payee Name 1 : Wallace Construction Inc (9 Items, 81,922.00)		
+ Payee Name 1 : Walters, Richard (1 Items, 75.00)		
+ Payee Name 1 : Watkins Depositions (5 Items, 1,522.00)		
+ Payee Name 1 : Weidas Collision Center Inc (1 Items, 1,000.00)		
+ Payee Name 1 : Wesner, Deborah (1 Items, 20.58)		
+ Payee Name 1 : Wessler Engineering, Inc (2 Items, 2,282.50)		
+ Payee Name 1 : WEX Bank (9 Items, 15,858.30)		
+ Payee Name 1 : Wilson, Dannette L (1 Items, 27.93)		
+ Payee Name 1 : Withered Burns, LLP (1 Items, 1,625.00)		
+ Payee Name 1 : WM Corporate Services, Inc (3 Items, 2,047.21)		
+ Payee Name 1 : Wood II, Randy (1 Items, 3,500.00)		
+ Payee Name 1 : Youth First Inc (1 Items, 1,000.00)		
+ Payee Name 1 : Zoll Medical Corp (2 Items, 20,063.22)		
	5,502,160.09	

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Abram, Ryan S	2,482.62
01/05/2024	Adams, Donald R	1,443.85
01/05/2024	Adams, James J	2,071.91
01/05/2024	Agresta, Vincent P	2,198.52
01/05/2024	Allen, Jason E	1,779.90
01/05/2024	Allen, Randall L	812.28
01/05/2024	Armburgey, Amanda E	1,550.15
01/05/2024	Anderson, Chad R	2,062.24
01/05/2024	Anderson, Deborah L	2,906.19
01/05/2024	Anderson, Mark A	3,923.08
01/05/2024	Andrews, Robert E	3,389.76
01/05/2024	Armstrong, Michelle O	3,397.69
01/05/2024	Arthur, Michael L	4,224.00
01/05/2024	Atkins, Crystal D	1,771.60
01/05/2024	Babbs, Jacob D	3,692.12
01/05/2024	Babbs, Natasha K	1,668.75
01/05/2024	Baker, Army R	1,668.75
01/05/2024	Bastin, Brett A	2,906.19
01/05/2024	Bastin, Danny D	131.25
01/05/2024	Bastin, Joyce L	1,660.88
01/05/2024	Beasley, Samuel W	1,708.90
01/05/2024	Beauchamp, Miranda G	2,890.60
01/05/2024	Bellies, Melody A	1,773.00
01/05/2024	Bell, Mersades A	3,064.72
01/05/2024	Bernstein, Zachary P	2,839.68
01/05/2024	Bertelsen, Ashley D	2,183.46
01/05/2024	Bille, Dillon M	2,030.14
01/05/2024	Blackburn, Samantha J	1,602.60
01/05/2024	Blackman, Jackie L	2,383.50
01/05/2024	Blanchard, Allen E	2,839.68
01/05/2024	Blunk, Shelby A	1,047.03
01/05/2024	Boger, Eric A	2,565.12
01/05/2024	Boggess, Adam M	2,850.77

Check Date	Employee Name	Gross
01/05/2024	Boldt, Peter B	2,839.68
01/05/2024	Boucher, William J	2,839.68
01/05/2024	Bough, Angie D	1,550.15
01/05/2024	Bowman, Austin Q	476.06
01/05/2024	Briant, Joyce M	2,104.23
01/05/2024	Brock, Terry M	2,316.15
01/05/2024	Broderick, Paul E	1,601.15
01/05/2024	Brouwer, Alexandria H	2,729.60
01/05/2024	Brown, Myra L	280.00
01/05/2024	Brown, Summer E	3,580.46
01/05/2024	Broyer, Tina M	1,602.60
01/05/2024	Brummett, Angela R	1,782.90
01/05/2024	Brummett, Karen E	1,747.58
01/05/2024	Brummett, Reva M	2,636.35
01/05/2024	Bruner, Logan M	2,748.48
01/05/2024	Bryant, Niegel J	420.36
01/05/2024	Bunton, Terry D	3,793.60
01/05/2024	Burkett, Dena K	1,793.31
01/05/2024	Burns, Erik A	2,521.96
01/05/2024	Burton, James W	4,273.84
01/05/2024	Burton, Wendy S	1,660.88
01/05/2024	Carnell, Amanda S	654.55
01/05/2024	Carter, Candice L	2,431.12
01/05/2024	Chambers, Gregory A	2,023.12
01/05/2024	Champlin, Deborah M	1,660.88
01/05/2024	Chaplin, Richard A	377.25
01/05/2024	Christofferson, Charles W	194.01
01/05/2024	Clark, William S	3,509.08
01/05/2024	Clay, Justin R	2,837.66
01/05/2024	Clay, Robert E	1,779.90
01/05/2024	Clayton, Richard J	4,743.74
01/05/2024	Clelland, Terry L	2,391.08
01/05/2024	Clephane, Nikki L	4,040.72

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Colip, Stacey N	1,602.60
01/05/2024	Collier, Bryan A	1,443.85
01/05/2024	Conway, Kimberly K	1,495.76
01/05/2024	Cook, Laura L	1,660.88
01/05/2024	Cooley, Michelle J	2,238.73
01/05/2024	Coyell, Joseph D	2,748.48
01/05/2024	Cox, Jed A	2,158.91
01/05/2024	Cox, Tyler M	2,400.37
01/05/2024	Coy, Susan M	1,624.56
01/05/2024	Craney, Karianne R	1,904.24
01/05/2024	Creighton, Jody S	1,495.76
01/05/2024	Crocker, Robert C	3,413.37
01/05/2024	Culp, Brian N	624.81
01/05/2024	Dalbano, Joshua J	5,004.12
01/05/2024	Dalton, Kimberly S	1,495.76
01/05/2024	Davidson, Robin J	1,856.97
01/05/2024	Davis, Caleb D	1,779.90
01/05/2024	Davis, Connie S	1,550.15
01/05/2024	Davis, Madisen E	2,351.62
01/05/2024	Deckard, Michael D	1,973.20
01/05/2024	Dial McDonough, Meagan A	3,115.38
01/05/2024	Diddock, Shannon L	2,236.96
01/05/2024	Dillon, Rena E	1,706.00
01/05/2024	Dodson, Zachary T	4,391.78
01/05/2024	Dow, Risha R	1,054.00
01/05/2024	Dowden, Cindy D	2,818.09
01/05/2024	Downing, Dan Donald J	4,038.28
01/05/2024	Downing, Michele A	1,824.64
01/05/2024	Duncan, Hilary E	1,624.56
01/05/2024	Durnaj, Richard F	1,790.83
01/05/2024	Dyer, Michelle L	482.61
01/05/2024	Eby, Andrea D	3,749.60
01/05/2024	Edwards, Derrick E	2,071.91

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Edwards, Frank A	59.28
01/05/2024	Edwards, Lori A	1,660.88
01/05/2024	Eisenhut, Ricki R	2,824.00
01/05/2024	Ellis, Debra A	420.00
01/05/2024	Ellis, Michael P	1,621.00
01/05/2024	Ennis, Leigh A	622.54
01/05/2024	Ewert, Jacob S	2,976.96
01/05/2024	Farrall, Andrea J	1,668.75
01/05/2024	Faudree, Jeffery A	3,044.65
01/05/2024	Fenn, Matthew D	879.22
01/05/2024	Ferguson, Barry D	2,130.44
01/05/2024	Finley, Cathy J	1,624.56
01/05/2024	Fisher, Danielle N	2,814.48
01/05/2024	Fisher, Taylor L	2,183.46
01/05/2024	Fisher, William E	3,118.92
01/05/2024	Fleener, Cassie J	2,363.44
01/05/2024	Fogleman, David E	2,239.44
01/05/2024	Foley, Brian C	3,483.12
01/05/2024	Ford, Richard R	2,237.76
01/05/2024	Forler, Joseph J	3,421.34
01/05/2024	Forler, Kaitlin R	1,157.10
01/05/2024	Fowler, Jessica D	2,500.00
01/05/2024	Fox, Cathy A	1,790.83
01/05/2024	Fraker, Brayden P	2,496.96
01/05/2024	Fraker, Torie J	1,709.44
01/05/2024	Fraker, Trenton M	2,381.76
01/05/2024	Franzmann, Melissa R	523.36
01/05/2024	Freund, Shelby J	4,701.10
01/05/2024	Fritsche, Volitta P	228.55
01/05/2024	Fry, Sheri D	3,301.73
01/05/2024	Fugate, Jacob D	1,982.45
01/05/2024	Fullerton, Austin A	5,595.56
01/05/2024	Fultz, Brent A	2,906.19

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Gabehart, Brian K	4,237.44
01/05/2024	Garrett, Robin R	7,692.48
01/05/2024	Garrison, Judith K	545.00
01/05/2024	Goss, Colton T	2,561.86
01/05/2024	Goss, Robert L	1,973.20
01/05/2024	Gray, Dalin B	1,771.60
01/05/2024	Gray, Jana K	2,330.08
01/05/2024	Greene, Melissa K	624.81
01/05/2024	Greenup, Bethany K	1,700.81
01/05/2024	Gregory, Rodney D	3,500.18
01/05/2024	Grenier, John R	2,447.59
01/05/2024	Hacker, William R	2,366.40
01/05/2024	Hagee, Robert J	3,250.96
01/05/2024	Haggard, Kristine N	2,376.86
01/05/2024	Hale, Alyssa A	6,642.24
01/05/2024	Hale, Kenneth L	1,443.85
01/05/2024	Halterman, Jeffrey S	2,019.45
01/05/2024	Halterman, Kathy S	1,901.76
01/05/2024	Hamilton, Amy N	1,660.88
01/05/2024	Hamilton, Elizabeth J	1,141.92
01/05/2024	Hamilton, Rebecca K	1,790.83
01/05/2024	Hamilton, Scott A	3,294.38
01/05/2024	Hamilton, Shelley R	1,624.56
01/05/2024	Hancock, Karen A	1,471.51
01/05/2024	Hargrove, Wendy J	787.50
01/05/2024	Harris, Lindsay N	2,760.58
01/05/2024	Harris, Timothy L	2,279.76
01/05/2024	Hastings, Tracy L	1,495.76
01/05/2024	Hayden, James D	3,870.72
01/05/2024	Hazelgrove, Lacy N	285.48
01/05/2024	Heldman, Bethany C	1,602.60
01/05/2024	Helms, Jeremy I	1,771.60
01/05/2024	Higgins, Kierra L	2,067.24

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Hollanders, Joseph W	2,400.00
01/05/2024	Hope, Todd O	4,273.84
01/05/2024	Hopkins, Cheryl L	1,771.60
01/05/2024	Ikemire, Michael L	2,900.80
01/05/2024	Illy, Alex R	2,680.32
01/05/2024	Ingle, Carl S	3,229.44
01/05/2024	Inlow, Logan N	1,053.06
01/05/2024	Jennings, Kari M	2,371.00
01/05/2024	Jessee, Jennifer L	1,709.44
01/05/2024	Jessup, Teresa A	2,400.00
01/05/2024	Johnson, Joel E	3,143.96
01/05/2024	Johnson, Karen S	1,495.76
01/05/2024	Johnson, Stephen D	2,401.85
01/05/2024	Johnson, Trevor D	3,177.08
01/05/2024	Johnston, Tonya L	6,970.74
01/05/2024	Jones, Angel K	1,495.76
01/05/2024	Julian, Cody W	2,954.88
01/05/2024	Karr, Dana S	5,074.35
01/05/2024	Karr, Jonathan S	2,839.68
01/05/2024	Katterhenry, Danielle B	2,321.92
01/05/2024	Keith, Terry W	4,038.46
01/05/2024	Keller, William R	624.81
01/05/2024	Kelley, Rozalin J	2,400.00
01/05/2024	Kemp, Courtney B	1,903.46
01/05/2024	Kemp, Nataiya	1,550.15
01/05/2024	Kent, Anthony J	3,026.08
01/05/2024	Kenworthy, Betty L	6,200.60
01/05/2024	Kester, Amanda M	3,250.96
01/05/2024	Kivett, Erick W	2,521.38
01/05/2024	Kivett, Victoria J	624.81
01/05/2024	Knieriem, Robert P	2,210.88
01/05/2024	Kukman, Nikki L	1,782.90
01/05/2024	Kuszmaul, Kierra E	1,602.60

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Lafary, Corey W	3,637.77
01/05/2024	Lamphire, Ryan A	2,760.58
01/05/2024	Langley, Tracey L	21.88
01/05/2024	Law, Jodie L	1,660.88
01/05/2024	Lawson, Kristopher L	4,374.72
01/05/2024	Leitz, Kristen M	2,318.80
01/05/2024	Lesniewski, Evan W	1,281.70
01/05/2024	Lidell, Richard T	2,898.84
01/05/2024	Long, Jeremy D	3,962.88
01/05/2024	Long, Sandra L	1,771.60
01/05/2024	Lopez, Aerikah T	2,416.22
01/05/2024	Lowry, Taylor J	2,839.68
01/05/2024	Lucas, Bryon K	1,935.99
01/05/2024	Lyday, Steven W	1,928.78
01/05/2024	Lynn, Braeden M	2,381.76
01/05/2024	Macphee, Lisa S	2,491.62
01/05/2024	Manley, Scott D	2,156.32
01/05/2024	Marsh, Trisha K	2,376.86
01/05/2024	Marshall, Michael M	2,954.88
01/05/2024	Martin, James B	3,177.08
01/05/2024	Martin, Sorin C	3,681.86
01/05/2024	Martin, Vienna C	3,664.32
01/05/2024	Massey, Chelsi V	2,904.00
01/05/2024	Massey, Christopher H	2,183.46
01/05/2024	Maxwell, Jason J	699.81
01/05/2024	Mayes, Kaitlyn J	2,839.68
01/05/2024	McBride, Allan D	2,676.48
01/05/2024	McCallister, Christina M	2,976.80
01/05/2024	McCallister, John C	2,634.40
01/05/2024	McElroy, Dustin M	2,539.92
01/05/2024	McGill, Jami M	1,550.15
01/05/2024	McKinney, Traci E	1,602.60
01/05/2024	McLary, Tamara A	1,668.75

View History by Check

Check Date	Employee Name	Gross
01/05/2024	Meadows, Karen S	1,550.15
01/05/2024	Meece, Jason W	1,902.64
01/05/2024	Mellady, Cassandra	119.50
01/05/2024	Merideth, Kim S	624.81
01/05/2024	Merriman, Caleb M	3,371.70
01/05/2024	Merriman, Kaycee J	1,578.08
01/05/2024	Messmer, Joshua A	4,191.92
01/05/2024	Messmer, Melissa A	2,413.04
01/05/2024	Metcalfe, Marilyn L	1,771.60
01/05/2024	Millikan, Jason W	2,210.88
01/05/2024	Mills, Katelyn M	2,381.76
01/05/2024	Minton, James D	4,122.24
01/05/2024	Moore, Joel A	3,230.58
01/05/2024	Mosier, Sandra K	1,771.60
01/05/2024	Mowery, David P	3,326.76
01/05/2024	Muffikin, Eric A	3,692.12
01/05/2024	Myers, Dustin R	2,748.48
01/05/2024	Myers, Nona K	1,771.60
01/05/2024	Myers, Richard W	5,482.12
01/05/2024	Neal, Jason R	3,607.30
01/05/2024	Neal, Joseph H	1,709.44
01/05/2024	Newell, Mark R	2,237.76
01/05/2024	Norris, Shane M	4,924.48
01/05/2024	O Neal, Kathryn L	1,495.76
01/05/2024	Oliver, Suzan J	3,568.72
01/05/2024	Ooley, Joseph R	1,803.54
01/05/2024	Owens, Jeffrey E	2,062.24
01/05/2024	Owens, Randi R	411.25
01/05/2024	Owens, Ronald L	2,311.23
01/05/2024	Painter, Marzella F	241.68
01/05/2024	Paquin Reese, Bobbie L	23.79
01/05/2024	Parker, Laura J	3,143.96
01/05/2024	Parker, Tammy J	2,449.62

Check Date	Employee Name	Gross
01/05/2024	Patterson, Brittany K	1,660.88
01/05/2024	Payne, Courtney D	1,837.23
01/05/2024	Payne, Julia L	1,668.75
01/05/2024	Perry, Brandon L	2,524.88
01/05/2024	Peters, Brandon L	1,982.45
01/05/2024	Petro, Nicole M	2,216.25
01/05/2024	Phillips, Austin D	3,221.40
01/05/2024	Plummer, Lisa A	1,771.60
01/05/2024	Poe, Jerry W	1,973.20
01/05/2024	Poindexter, Nancy V	2,642.08
01/05/2024	Polston, Tyler M	3,643.05
01/05/2024	Portish, Larry E	174.56
01/05/2024	Powers, Tina M	993.13
01/05/2024	Poynter, Cody A	3,046.08
01/05/2024	Presslor, Terry L	4,742.00
01/05/2024	Pruitt, Linda A	2,805.62
01/05/2024	Quinlan, Benjamin A	2,100.00
01/05/2024	Ralph, Nathanael R	3,116.99
01/05/2024	Ramsey, Patricia E	5,927.50
01/05/2024	Rhoden, Heather L	1,782.90
01/05/2024	Richmond, Katie M	2,383.47
01/05/2024	Rihm, Shelby N	644.48
01/05/2024	Rodenbeck, Kimberly A	2,860.11
01/05/2024	Roe, Justen B	2,839.68
01/05/2024	Rogers, David A	4,195.66
01/05/2024	Rogers, Randy R	1,984.80
01/05/2024	Rosales, Miguel A	2,785.92
01/05/2024	Ruggles, Thomas A	4,084.08
01/05/2024	Runkel, Amy R	335.77
01/05/2024	Russell, Andrew C	2,545.60
01/05/2024	Russell, Sheri L	1,782.90
01/05/2024	Sanders, Larry D	2,370.80
01/05/2024	Sasse, Broderick C	2,952.00

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Check Date	Employee Name	Gross
01/05/2024	Sawyers, Brennan L	2,740.70
01/05/2024	Sawyers, Gabriel L	2,652.38
01/05/2024	Schiefelbein, Evan D	2,839.68
01/05/2024	Schneck, Justin M	4,240.38
01/05/2024	Schultheis, Isaac W	439.44
01/05/2024	Scott, Abbagale N	2,381.76
01/05/2024	Scott, Audra L	109.86
01/05/2024	Scott, Chelsea J	2,371.00
01/05/2024	Seward, Kyle A	3,046.08
01/05/2024	Sharp, Mark A	1,080.29
01/05/2024	Shields, Emily R	1,195.87
01/05/2024	Shireman, Brandon L	3,125.84
01/05/2024	Shireman, Vicki L	1,901.76
01/05/2024	Short, Elizabeth N	2,068.01
01/05/2024	Shuler, Royeen K	525.00
01/05/2024	Sichting, Brighton P	3,412.80
01/05/2024	Sichting, Mark E	3,105.60
01/05/2024	Silcox, Karrie A	1,495.76
01/05/2024	Sillivent, Jennifer M	1,709.44
01/05/2024	Sillivent, Nicholas R	3,125.84
01/05/2024	Skaggs, David A	592.99
01/05/2024	Smith, Keith A	2,699.52
01/05/2024	Smith, Lindsay C	2,180.08
01/05/2024	Smith, Todd E	1,199.00
01/05/2024	Sneed, Rachel A	2,766.38
01/05/2024	Snider, Michael L	1,939.60
01/05/2024	Sonnega, Steve P	177.19
01/05/2024	Sparrow, Joshua D	4,512.00
01/05/2024	Sprinkle, Troy A	624.81
01/05/2024	Spurgeon, Raeann M	1,660.88
01/05/2024	Steinbrook, Josiah B	2,562.38
01/05/2024	Stevens, Stephen M	323.36
01/05/2024	Stierwalt, Sharon K	2,400.00

Check Date	Employee Name	Gross
01/05/2024	Stine, Janette M	1,602.60
01/05/2024	Stogsdill, David K	2,474.16
01/05/2024	Summers, Terri L	1,782.90
01/05/2024	Surber, Cody E	2,381.76
01/05/2024	Tarr, Jessica J	1,578.08
01/05/2024	Teeters, Rebecca K	1,829.29
01/05/2024	Terry, McKenna S	2,635.77
01/05/2024	Thompson, Kevin R	3,046.08
01/05/2024	Thompson, Marcia K	73.24
01/05/2024	Thompson, Ryan M	4,301.32
01/05/2024	Thrasher, Tiffany N	2,656.32
01/05/2024	Tolan, David S	4,059.32
01/05/2024	Tolan, Sierra L	1,814.60
01/05/2024	Townsend, Mackenzie A	1,724.80
01/05/2024	Trout, John S	2,156.32
01/05/2024	Tryon, Richard R	1,771.60
01/05/2024	Tyler Black, Marlene M	1,697.10
01/05/2024	VanBibber, Zachary K	1,771.60
01/05/2024	VanWinkle, Julie M	1,790.83
01/05/2024	Verley, Debra I	2,043.76
01/05/2024	Voyles, Anna M	1,495.76
01/05/2024	Wagner, Kimberly L	1,782.90
01/05/2024	Wagoner, Laura I	1,709.44
01/05/2024	Walls, Matthew R	2,381.76
01/05/2024	Walls, William T	2,839.68
01/05/2024	Walter, Janet K	1,495.76
01/05/2024	Weber, Sarah L	350.00
01/05/2024	Weddle, David T	423.94
01/05/2024	Wesner, Deborah Y	1,602.60
01/05/2024	Wetzel, Shauna V	2,519.20
01/05/2024	Williams, Patrick R	4,318.58
01/05/2024	Wilson, Charles N	3,555.47
01/05/2024	Wilson, Dannette L	1,602.60

Check Date	Employee Name	Gross
01/05/2024	Wilson, Karly D	1,550.15
01/05/2024	Wilson, Mark E	4,855.50
01/05/2024	Witt, Samuel W	1,928.64
01/05/2024	Wood, Brandon L	2,472.96
01/05/2024	Wood, Brooklyn E	2,519.04
01/05/2024	Woodard, Kerstin A	1,737.12
01/05/2024	Woodard, Phoenix R	695.62
01/05/2024	Woodard, Shane E	1,117.20
01/05/2024	Worth, Abigail D	3,343.73
01/05/2024	Worth, Brent W	3,580.46
01/05/2024	Worth, Zachary A	3,230.31
01/05/2024	York, Amber R	1,709.44
01/05/2024	Young, Elizabeth A	2,210.88

Check Date	Employee Name	Gross
01/19/2024	Abram, Ryan S	2,266.88
01/19/2024	Adams, Donald R	1,533.85
01/19/2024	Adams, James J	2,400.58
01/19/2024	Agresta, Vincent P	1,839.49
01/19/2024	Allen, Jason E	1,779.90
01/19/2024	Allen, Jillian R	1,111.14
01/19/2024	Allen, Randall L	2,026.00
01/19/2024	Amburgey, Amanda E	1,550.15
01/19/2024	Anderson, Chad R	2,361.91
01/19/2024	Anderson, Deborah L	2,906.19
01/19/2024	Anderson, Mark A	3,923.08
01/19/2024	Andrews, Robert E	3,107.28
01/19/2024	Armstrong, Michelle O	3,397.69
01/19/2024	Arthur, Michael L	3,454.00
01/19/2024	Atkins, Crystal D	1,771.60
01/19/2024	Babbs, Jacob D	3,692.12
01/19/2024	Babbs, Natasha K	1,668.75
01/19/2024	Baker, Amy R	1,668.75
01/19/2024	Bales, Jeffrey R	273.58
01/19/2024	Bastin, Brett A	2,906.19
01/19/2024	Bastin, Danny D	843.75
01/19/2024	Bastin, Joyce L	1,660.88
01/19/2024	Beasley, Samuel W	1,708.90
01/19/2024	Beauchamp, Miranda G	2,890.60
01/19/2024	Bellies, Melody A	2,535.39
01/19/2024	Bell, Mersades A	2,570.00
01/19/2024	Bernstein, Zachary P	2,603.04
01/19/2024	Bertelsen, Ashley D	2,183.46
01/19/2024	Bille, Dillon M	2,192.21
01/19/2024	Blackburn, Samantha J	1,602.60
01/19/2024	Blackman, Jackie L	2,383.50
01/19/2024	Blanchard, Allen E	2,603.04
01/19/2024	Blunk, Shelby A	769.25

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Check Date	Employee Name	Gross
01/19/2024	Boger, Eric A	2,466.56
01/19/2024	Bogges, Adam M	1,124.04
01/19/2024	Boldt, Peter B	2,603.04
01/19/2024	Boucher, William J	2,603.04
01/19/2024	Bough, Angie D	1,550.15
01/19/2024	Briant, Joyce M	2,104.23
01/19/2024	Brock, Terry M	2,391.15
01/19/2024	Broderick, Paul E	1,601.15
01/19/2024	Brouwer, Alexandria H	2,826.00
01/19/2024	Brown, Myra L	446.25
01/19/2024	Brown, Summer E	3,580.46
01/19/2024	Broyer, Tina M	1,602.60
01/19/2024	Brummett, Angela R	1,782.90
01/19/2024	Brummett, Karen E	1,495.76
01/19/2024	Brummett, Reva M	2,828.65
01/19/2024	Bruner, Logan M	2,519.44
01/19/2024	Bryant, Joshua D	2,951.72
01/19/2024	Bryant, Niegel J	538.92
01/19/2024	Burton, Terry D	4,172.96
01/19/2024	Burkett, Dena K	1,793.31
01/19/2024	Burns, Erik A	2,521.96
01/19/2024	Burton, James W	3,648.40
01/19/2024	Burton, Wendy S	1,660.88
01/19/2024	Carnell, Amanda S	422.94
01/19/2024	Carter, Candice L	2,431.12
01/19/2024	Chambers, Gregory A	2,023.12
01/19/2024	Champlin, Deborah M	1,660.88
01/19/2024	Chaplin, Richard A	851.50
01/19/2024	Christofferson, Charles W	323.36
01/19/2024	Clark, William S	2,940.04
01/19/2024	Clay, Justin R	2,601.19
01/19/2024	Clay, Robert E	2,012.43
01/19/2024	Clayton, Richard J	4,649.28

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Check Date	Employee Name	Gross
01/19/2024	Clelland, Terry L	2,391.08
01/19/2024	Clephane, Nikki L	4,526.75
01/19/2024	Coffman, Kenneth L	91.55
01/19/2024	Colip, Stacey N	1,602.60
01/19/2024	Collier, Bryan A	1,533.85
01/19/2024	Conway, Kimberly K	2,254.33
01/19/2024	Cook, Laura L	1,660.88
01/19/2024	Cooley, Michelle J	2,238.73
01/19/2024	Coryell, Joseph D	2,519.44
01/19/2024	Cox, Jed A	2,062.24
01/19/2024	Cox, Tyler M	2,183.28
01/19/2024	Coy, Susan M	1,624.56
01/19/2024	Creighton, Jody S	1,495.76
01/19/2024	Crocker, Robert C	2,862.44
01/19/2024	Culp, Brian N	624.81
01/19/2024	Daibano, Joshua J	3,293.07
01/19/2024	Dalton, Kimberly S	1,495.76
01/19/2024	Davidson, Robin J	1,856.97
01/19/2024	Davis, Caleb D	1,771.60
01/19/2024	Davis, Connie S	1,550.15
01/19/2024	Davis, Madisen E	2,155.65
01/19/2024	Deckard, Michael D	1,973.20
01/19/2024	Dial McDonough, Meagan A	10,903.74
01/19/2024	Diddock, Shannon L	2,236.96
01/19/2024	Dillon, Rena E	2,388.40
01/19/2024	Dodson, Zachary T	3,138.00
01/19/2024	Dowden, Cindy D	2,861.18
01/19/2024	Downey, Jeffery O	355.69
01/19/2024	Downing, Dan Donald J	4,038.28
01/19/2024	Downing, Michele A	1,824.64
01/19/2024	Duncan, Hilary E	1,624.56
01/19/2024	Duncan, Shelby M	470.10
01/19/2024	Dumal, Richard F	1,996.49

View History by Check

Check Date	Employee Name	Gross
01/19/2024	Dyer, Michelle L	1,206.52
01/19/2024	Eby, Andrea D	2,064.00
01/19/2024	Edwards, Derrick E	2,071.91
01/19/2024	Edwards, Frank A	150.90
01/19/2024	Edwards, Lori A	1,660.88
01/19/2024	Eisenhut, Ricki R	2,942.11
01/19/2024	Ellis, Debra A	450.00
01/19/2024	Ellis, Michael P	1,621.00
01/19/2024	Ennis, Leigh A	805.64
01/19/2024	Ewert, Jacob S	2,728.88
01/19/2024	Farrall, Andrea J	1,668.75
01/19/2024	Faudree, Jeffery A	3,044.65
01/19/2024	Fenn, Matthew D	879.22
01/19/2024	Ferguson, Barry D	2,481.92
01/19/2024	Finley, Cathy J	1,624.56
01/19/2024	Fisher, Danielle N	4,000.21
01/19/2024	Fisher, Taylor L	2,183.46
01/19/2024	Fisher, William E	3,555.46
01/19/2024	Fleener, Cassie J	2,682.70
01/19/2024	Fogleman, David E	2,239.44
01/19/2024	Foley, Brian C	3,483.12
01/19/2024	Ford, Richard R	2,248.25
01/19/2024	Forler, Joseph J	3,796.52
01/19/2024	Forler, Kaitlin R	1,047.38
01/19/2024	Fowler, Jessica D	2,500.00
01/19/2024	Fox, Cathy A	1,790.83
01/19/2024	Fraker, Brayden P	2,298.48
01/19/2024	Fraker, Tonie J	1,709.44
01/19/2024	Fraker, Trenton M	2,462.39
01/19/2024	Franzmann, Melissa R	2,616.80
01/19/2024	Freund, Shelby J	2,901.90
01/19/2024	Fritsche, Volitta P	903.33
01/19/2024	Fry, Sheri D	3,301.73

View History by Check

Check Date	Employee Name	Gross
01/19/2024	Fugate, Jacob D	1,982.45
01/19/2024	Fullerton, Austin A	4,599.74
01/19/2024	Fultz, Brent A	2,906.19
01/19/2024	Gabehart, Brian K	3,893.92
01/19/2024	Garrison, Judith K	537.22
01/19/2024	Goss, Colton T	2,348.37
01/19/2024	Goss, Denna G	700.00
01/19/2024	Goss, Robert L	2,213.68
01/19/2024	Gray, Dalin B	1,771.60
01/19/2024	Gray, Jana K	2,330.08
01/19/2024	Greene, Melissa K	624.81
01/19/2024	Greenup, Bethany K	1,700.81
01/19/2024	Gregory, Rodney D	3,864.32
01/19/2024	Grenier, John R	2,898.64
01/19/2024	Hacker, William R	2,366.40
01/19/2024	Hagee, Robert J	3,250.96
01/19/2024	Haggard, Kristine N	2,178.79
01/19/2024	Hale, Alyssa A	4,858.26
01/19/2024	Hale, Kenneth L	1,608.85
01/19/2024	Halterman, Jeffrey S	2,259.93
01/19/2024	Halterman, Kathy S	1,901.76
01/19/2024	Hamilton, Amy N	1,660.88
01/19/2024	Hamilton, Elizabeth J	1,141.92
01/19/2024	Hamilton, Rebecca K	1,790.83
01/19/2024	Hamilton, Scott A	3,294.38
01/19/2024	Hamilton, Sheilley R	1,624.56
01/19/2024	Hancock, Karen A	864.22
01/19/2024	Hancock, Karen A	436.00
01/19/2024	Hargrove, Wendy J	945.00
01/19/2024	Harless, Clay M	219.72
01/19/2024	Harris, Lindsay N	2,530.53
01/19/2024	Harris, Timothy L	3,160.88
01/19/2024	Hastings, Tracy L	1,495.76

View History by Check

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01/19/2024	Hayden, James D	3,557.76
01/19/2024	Hazelgrove, Lacy N	285.48
01/19/2024	Heldman, Bethany C	1,602.60
01/19/2024	Helms, Jeremy I	1,771.60
01/19/2024	Higgins, Kierra L	2,060.80
01/19/2024	Hollanders, Joseph W	2,200.00
01/19/2024	Hope, Todd O	3,472.50
01/19/2024	Hopkins, Cheryl L	1,771.60
01/19/2024	Howser, Ryan P	439.44
01/19/2024	Ikemire, Michael L	2,900.80
01/19/2024	Illy, Alex R	2,466.56
01/19/2024	Ingle, Carl S	2,969.92
01/19/2024	Inlow, Logan N	73.24
01/19/2024	Jennings, Kari M	3,443.88
01/19/2024	Jessee, Jennifer L	1,709.44
01/19/2024	Jessup, Teresa A	2,200.00
01/19/2024	Johnson, Joel E	3,143.96
01/19/2024	Johnson, Karen S	1,495.76
01/19/2024	Johnson, Stephen D	2,401.85
01/19/2024	Johnson, Trevor D	3,177.08
01/19/2024	Jones, Angel K	1,495.76
01/19/2024	Jones, Rhianna C	570.96
01/19/2024	Julian, Cody W	2,718.24
01/19/2024	Karr, Dana S	4,271.44
01/19/2024	Karr, Jonathan S	2,603.04
01/19/2024	Katterhenny, Danielle B	2,321.92
01/19/2024	Keith, Terry W	4,038.46
01/19/2024	Keller, William R	624.81
01/19/2024	Kelley, Peggy L	40.00
01/19/2024	Kelley, Rozalin J	2,200.00
01/19/2024	Kemp, Courtney B	1,903.46
01/19/2024	Kemp, Nataliya	1,550.15
01/19/2024	Kent, Anthony J	2,621.36

View History by Check

Check Date	Employee Name	Gross
01/19/2024	Kester, Amanda M	3,250.96
01/19/2024	Kivett, Erick W	2,521.38
01/19/2024	Kivett, Victoria J	624.81
01/19/2024	Knieriem, Robert P	2,210.88
01/19/2024	Kocher, Brandy R	219.72
01/19/2024	Kukman, Nikki L	1,782.90
01/19/2024	Kuszmaul, Kierra E	1,602.60
01/19/2024	Ladish, Misty D	1,244.69
01/19/2024	Lafary, Corey W	2,769.42
01/19/2024	Lamphire, Ryan A	2,530.53
01/19/2024	Langley, Tracey L	26.25
01/19/2024	Law, Jodie L	1,660.88
01/19/2024	Lawson, Kristopher L	4,685.31
01/19/2024	Leitz, Kristen M	2,400.64
01/19/2024	Lesniewski, Evan W	1,208.46
01/19/2024	Lidell, Richard T	2,691.78
01/19/2024	Lirville, Angela M	441.88
01/19/2024	Long, Jeremy D	4,019.76
01/19/2024	Long, Sandra L	1,771.60
01/19/2024	Lopez, Aerikah T	2,145.66
01/19/2024	Lowry, Taylor J	2,647.41
01/19/2024	Lucas, Bryon K	2,212.56
01/19/2024	Lyday, Steven W	1,928.78
01/19/2024	Lynn, Braeden M	1,829.74
01/19/2024	Macphee, Lisa S	2,491.62
01/19/2024	Manley, Scott D	2,156.32
01/19/2024	Marsh, Trisha K	2,773.01
01/19/2024	Marshall, Michael M	2,718.24
01/19/2024	Martin, James B	3,177.08
01/19/2024	Martin, Sorin C	3,924.62
01/19/2024	Martin, Vienna C	3,358.96
01/19/2024	Massey, Chelsi V	2,934.25
01/19/2024	Massey, Christopher H	2,183.46

Check Date	Employee Name	Gross
01/19/2024	Maxwell, Jason J	699.81
01/19/2024	Mayes, Kaitlyn J	2,603.04
01/19/2024	McBride, Allan D	2,453.44
01/19/2024	McCallister, Christina M	2,976.80
01/19/2024	McCallister, John C	2,862.70
01/19/2024	McElroy, Dustin M	2,183.28
01/19/2024	McGill, Jami M	1,550.15
01/19/2024	McKinney, Traci E	1,602.60
01/19/2024	McLary, Tamera A	1,668.75
01/19/2024	Meadows, Karen S	2,516.23
01/19/2024	Meece, Jason W	1,902.64
01/19/2024	Mellady, Cassandra	119.50
01/19/2024	Merideth, Kim S	624.81
01/19/2024	Merriman, Caleb M	3,254.80
01/19/2024	Merriman, Kaycee J	1,578.08
01/19/2024	Messmer, Joshua A	4,191.92
01/19/2024	Messmer, Melissa A	2,413.04
01/19/2024	Metcalf, Marilyn L	1,771.60
01/19/2024	Metz, Kyle B	285.48
01/19/2024	Millikan, Jason W	2,210.88
01/19/2024	Mills, Katelyn M	2,183.28
01/19/2024	Minton, James D	3,886.07
01/19/2024	Moore, Joel A	3,230.58
01/19/2024	Mossier, Sandra K	1,771.60
01/19/2024	Mowery, David P	3,067.24
01/19/2024	Mullikin, Eric A	3,692.12
01/19/2024	Myers, Dustin R	2,519.44
01/19/2024	Myers, Nona K	1,771.60
01/19/2024	Myers, Richard W	5,482.12
01/19/2024	Neal, Jason R	3,306.69
01/19/2024	Neal, Joseph H	1,709.44
01/19/2024	Newell, Mark R	2,237.76
01/19/2024	Norris, Shane M	4,044.21

Check Date	Employee Name	Gross
01/19/2024	O Neal, Kathryn L	1,495.76
01/19/2024	Oliver, Suzan J	3,287.47
01/19/2024	Ooley, Joseph R	2,110.23
01/19/2024	Owens, Jeffrey E	2,400.58
01/19/2024	Owens, Randi R	560.00
01/19/2024	Owens, Ronald L	2,814.72
01/19/2024	Painter, Marzella F	362.52
01/19/2024	Parker, Laura J	3,143.96
01/19/2024	Parker, Tammy J	2,449.62
01/19/2024	Patterson, Brittany K	1,660.88
01/19/2024	Payne, Courtney D	1,837.23
01/19/2024	Payne, Julia L	1,679.87
01/19/2024	Perry, Brandon L	2,388.40
01/19/2024	Peters, Brandon L	1,982.45
01/19/2024	Petro, Nicole M	2,482.20
01/19/2024	Phillips, Austin D	2,867.36
01/19/2024	Plummer, Lisa A	1,771.60
01/19/2024	Poe, Jerry W	1,982.45
01/19/2024	Poindexter, Nancy V	2,642.08
01/19/2024	Polston, Tyler M	2,969.92
01/19/2024	Portish, Larry E	304.24
01/19/2024	Powers, Tina M	1,133.13
01/19/2024	Poynter, Cody A	3,053.71
01/19/2024	Presslor, Terry L	3,888.44
01/19/2024	Pruitt, Linda A	2,805.62
01/19/2024	Quinlan, Benjamin A	2,100.00
01/19/2024	Quinn Metz, Jeannine A	609.00
01/19/2024	Ralph, Nathanael R	2,669.60
01/19/2024	Ramsey, Patricia E	3,906.22
01/19/2024	Rhoden, Heather L	1,782.90
01/19/2024	Richmond, Katie M	2,383.47
01/19/2024	Rihm, Shelby N	161.12
01/19/2024	Rodenbeck, Kimberly A	2,824.80

Check Date	Employee Name	Gross
01/19/2024	Roe, Justen B	2,603.04
01/19/2024	Rogers, David A	4,195.66
01/19/2024	Rogers, Randy R	1,984.80
01/19/2024	Rosales, Miguel A	4,172.96
01/19/2024	Ruggles, Thomas A	4,891.92
01/19/2024	Runkel, Amy R	569.92
01/19/2024	Russell, Andrew C	1,720.00
01/19/2024	Russell, Sheri L	1,782.90
01/19/2024	Sanders, Larry D	2,412.30
01/19/2024	Sasse, Broderick C	2,434.96
01/19/2024	Sawyers, Brennan L	2,512.31
01/19/2024	Sawyers, Gabriel L	2,431.35
01/19/2024	Schiefelbein, Evan D	2,647.41
01/19/2024	Schneck, Justin M	4,240.38
01/19/2024	Schultheis, Isaac W	856.44
01/19/2024	Schwab, Mallory K	2,939.20
01/19/2024	Scott, Abbagale N	2,183.28
01/19/2024	Scott, Audra L	393.66
01/19/2024	Scott, Chelsea J	3,566.82
01/19/2024	Seward, Kyle A	2,801.84
01/19/2024	Sharp, Mark A	1,171.84
01/19/2024	Shields, Emily R	2,198.32
01/19/2024	Shireman, Brandon L	2,592.16
01/19/2024	Shireman, Vicki L	1,901.76
01/19/2024	Short, Elizabeth N	3,192.55
01/19/2024	Shuler, Royeen K	420.00
01/19/2024	Sichting, Brighton P	3,138.00
01/19/2024	Sichting, Mark E	3,040.90
01/19/2024	Silcox, Karrie A	1,495.76
01/19/2024	Sillivent, Jennifer M	1,709.44
01/19/2024	Sillivent, Nicholas R	2,439.68
01/19/2024	Smith, Keith A	2,973.12
01/19/2024	Smith, Lindsay C	2,180.08

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01/19/2024	Smith, Todd E	1,199.00
01/19/2024	Sneed, Rachel A	2,999.07
01/19/2024	Snider, Michael L	1,939.60
01/19/2024	Somerville, John B	369.08
01/19/2024	Sonnega, Steve P	177.19
01/19/2024	Sparrow, Joshua D	4,145.60
01/19/2024	Sprinkle, Troy A	624.81
01/19/2024	Spurgeon, Raeann M	1,660.88
01/19/2024	Steinbrook, Josiah B	2,266.88
01/19/2024	Stienwalt, Sharon K	2,200.00
01/19/2024	Stine, Janette M	1,602.60
01/19/2024	Stogsdill, David K	2,486.06
01/19/2024	Summers, Terri L	1,782.90
01/19/2024	Surber, Cody E	2,192.58
01/19/2024	Tarr, Jessica J	1,578.08
01/19/2024	Teeters, Rebecca K	1,829.29
01/19/2024	Terry, McKenna S	2,247.66
01/19/2024	Thompson, Kevin R	2,801.84
01/19/2024	Thompson, Ryan M	3,389.68
01/19/2024	Thrasher, Tiffany N	2,434.96
01/19/2024	Tolan, David S	2,886.32
01/19/2024	Tolan, David S	47.24
01/19/2024	Tolan, Sierra L	2,386.50
01/19/2024	Townsend, Mackenzie A	1,724.80
01/19/2024	Trout, John S	2,156.32
01/19/2024	Tryon, Richard R	1,771.60
01/19/2024	Tyler Black, Marlene M	1,697.10
01/19/2024	VanBibber, Zachary K	1,771.60
01/19/2024	VanWinkle, Julie M	1,790.83
01/19/2024	Verley, Debra I	2,043.76
01/19/2024	Voyles, Anna M	1,747.58
01/19/2024	Wagner, Kimberly L	1,782.90
01/19/2024	Wagoner, Laura I	1,709.44

Check Date	Employee Name	Gross
01/19/2024	Walls, Matthew R	2,192.58
01/19/2024	Walls, William T	2,603.04
01/19/2024	Walter, Janet K	1,495.76
01/19/2024	Weber, Sarah L	560.00
01/19/2024	Weddie, David T	69.82
01/19/2024	Wesner, Deborah Y	1,602.60
01/19/2024	Wetzel, Shauna V	2,519.20
01/19/2024	Williams, Patrick R	3,649.50
01/19/2024	Wilson, Charles N	2,901.04
01/19/2024	Wilson, Dannelle L	1,602.60
01/19/2024	Wilson, Karyl D	1,550.15
01/19/2024	Wilson, Mark E	4,145.60
01/19/2024	Witt, Samuel W	1,937.68
01/19/2024	Wood, Brandon L	2,266.88
01/19/2024	Wood, Brooklyn E	2,309.12
01/19/2024	Woodard, Kerstin A	1,737.12
01/19/2024	Woodard, Shane E	1,122.19
01/19/2024	Worth, Abigail D	3,343.73
01/19/2024	Worth, Brent W	3,580.46
01/19/2024	Worth, Zachary A	3,230.31
01/19/2024	York, Amber R	1,709.44
01/19/2024	Young, Elizabeth A	2,210.88

View History by Check

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01/26/2024	Abram, Ryan S	550.00
01/26/2024	Anderson, Mark A	1,100.00
01/26/2024	Andrews, Robert E	550.00
01/26/2024	Babbs, Jacob D	550.00
01/26/2024	Bernstein, Zachary P	1,100.00
01/26/2024	Blanchard, Allen E	1,100.00
01/26/2024	Boger, Eric A	550.00
01/26/2024	Bogges, Adam M	550.00
01/26/2024	Boldt, Peter B	1,100.00
01/26/2024	Boucher, William J	1,100.00
01/26/2024	Bruner, Logan M	550.00
01/26/2024	Bryant, Joshua D	1,100.00
01/26/2024	Clayton, Richard J	1,100.00
01/26/2024	Coryell, Joseph D	550.00
01/26/2024	Cox, Tyler M	550.00
01/26/2024	Crocker, Robert C	1,100.00
01/26/2024	Dodson, Zachary T	1,100.00
01/26/2024	Dow, Risha R	550.00
01/26/2024	Dowden, Cindy D	550.00
01/26/2024	Downing, Dan Donald J	1,100.00
01/26/2024	Ewert, Jacob S	550.00
01/26/2024	Fowler, Jessica D	550.00
01/26/2024	Fraker, Brayden P	1,100.00
01/26/2024	Fraker, Trenton M	550.00
01/26/2024	Gregory, Rodney D	550.00
01/26/2024	Hacker, William R	550.00
01/26/2024	Hayden, James D	1,100.00
01/26/2024	Higgins, Kierra L	550.00
01/26/2024	Hollanders, Joseph W	550.00
01/26/2024	Ikemire, Michael L	550.00
01/26/2024	Illy, Alex R	550.00
01/26/2024	Ingle, Carl S	1,100.00
01/26/2024	Jessup, Teresa A	550.00

Check Date	Employee Name	Gross
01/26/2024	Julian, Cody W	550.00
01/26/2024	Karr, Dana S	1,100.00
01/26/2024	Karr, Jonathan S	1,100.00
01/26/2024	Keith, Terry W	1,100.00
01/26/2024	Kelley, Rozalin J	550.00
01/26/2024	Lafary, Corey W	550.00
01/26/2024	Lawson, Kristopher L	1,100.00
01/26/2024	Lidell, Richard T	1,100.00
01/26/2024	Long, Jeremy D	1,100.00
01/26/2024	Lowry, Taylor J	1,100.00
01/26/2024	Lynn, Braeden M	550.00
01/26/2024	Marshall, Michael M	550.00
01/26/2024	Martin, Vienna C	550.00
01/26/2024	Mayes, Kaithyn J	550.00
01/26/2024	McCallister, Christina M	550.00
01/26/2024	McCallister, John C	550.00
01/26/2024	McElroy, Dustin M	550.00
01/26/2024	Merriman, Caleb M	1,100.00
01/26/2024	Mills, Katelyn M	550.00
01/26/2024	Moore, Joel A	550.00
01/26/2024	Mowery, David P	1,100.00
01/26/2024	Mullikin, Eric A	550.00
01/26/2024	Myers, Dustin R	550.00
01/26/2024	Myers, Richard W	1,100.00
01/26/2024	Norris, Shane M	1,100.00
01/26/2024	Phillips, Austin D	550.00
01/26/2024	Polston, Tyler M	550.00
01/26/2024	Poynter, Cody A	1,100.00
01/26/2024	Quinlan, Benjamin A	550.00
01/26/2024	Ralph, Nathanael R	1,100.00
01/26/2024	Rodenbeck, Kimberly A	550.00
01/26/2024	Roe, Justen B	1,100.00
01/26/2024	Rogers, David A	550.00

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Morgan County

Check Date	Employee Name	Gross
01/26/2024	Rogers, David A	550.00
01/26/2024	Rogers, Randy R	550.00
01/26/2024	Sanders, Larry D	550.00
01/26/2024	Sanders, Larry D	550.00
01/26/2024	Sasse, Broderick C	550.00
01/26/2024	Schiefelbein, Evan D	1,100.00
01/26/2024	Schwab, Mallory K	1,100.00
01/26/2024	Scott, Abbagale N	550.00
01/26/2024	Seward, Kyle A	1,100.00
01/26/2024	Sighting, Brighton P	1,100.00
01/26/2024	Sneed, Rachel A	550.00
01/26/2024	Sparrow, Joshua D	1,100.00
01/26/2024	Steinbrook, Josiah B	550.00
01/26/2024	Stienwalt, Sharon K	550.00
01/26/2024	Surber, Cody E	550.00
01/26/2024	Thompson, Kevin R	550.00
01/26/2024	Thompson, Ryan M	1,100.00
01/26/2024	Thrasher, Tiffany N	550.00
01/26/2024	Tolan, David S	1,100.00
01/26/2024	Walls, Matthew R	550.00
01/26/2024	Walls, William T	1,100.00
01/26/2024	Wetzel, Shauna V	550.00
01/26/2024	Williams, Patrick R	1,100.00
01/26/2024	Wilson, Mark E	1,100.00
01/26/2024	Wood, Brandon L	550.00
01/26/2024	Wood, Brooklyn E	550.00

FLOOD DAMAGE PREVENTION ORDINANCE
For Morgan County and The Towns of Bethany, Brooklyn and Paragon

Ordinance No. 2024-3

Article 1. Statutory Authorization, Findings of Fact, Purpose, and Methods

Section A. Statutory Authorization

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

Section B. Findings of Fact

The flood hazard areas of Morgan County and the Towns of Bethany, Brooklyn, and Paragon are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare. Additionally, structures that are inadequately elevated, floodproofed, or otherwise protected from flood damage also contribute to the flood loss. In order to minimize the threat of such damages and to achieve the purposes hereinafter set forth, these regulations are adopted. A FEH-based river corridor map shows the area a river needs to accommodate equilibrium conditions, specifically the meanders (stream length) and slope requirement of a stable stream channel. It also shows the land most vulnerable to erosion from flooding. Preventing further encroachment into the river corridor will minimize fluvial erosion hazards and property loss from flooding, enhance public safety, maximize channel stability, and maintain or improve water quality and habitat function.

Section C. Statement of Purpose

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

- (1) Protect human life and health.
- (2) Minimize expenditure of public money for costly flood control projects.
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (4) Minimize prolonged business interruptions.
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains.
- (6) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight area.
- (7) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- (8) Minimize the impact of development on adjacent properties within and near flood prone areas.
- (9) To not allow any new primary building in the SFHA / FEHA.

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

Section D. Methods of Reducing Flood Loss (section title changed)

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

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

Article 2. Definitions

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

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

- (1) Accessory structures are considered walled and roofed where the structure includes at least two outside rigid walls and a fully secured roof.
- (2) Examples of accessory structures include but are not necessarily limited to two-car detached garages (or smaller), carports, storage and tool sheds, and small boathouses.
- (3) The following may have uses that are incidental or accessory to the principal structure on a parcel but are generally not considered to be accessory structures by the NFIP:
 - a. Structures in which any portion is used for human habitation, whether as a permanent residence or as temporary or seasonal living quarters, such as a detached garage or carriage house that includes an apartment or guest quarters, or a detached guest house on the same parcel as a principal residence.
 - b. Structures used by the public, such as a place of employment or entertainment.
 - c. Development that does not meet the NFIP definition of a structure for floodplain management purposes. Examples include, but are not necessarily limited to, a gazebo, pavilion, picnic shelter, or carport that is open on all sides (roofed but not walled).

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

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

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

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

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

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

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

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

Building – See "Structure."

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

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

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

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

(8) storage of materials; or

(9) any other activity that might change the direction, height, or velocity of flood or surface waters.

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

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

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

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

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

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

FEMA means the Federal Emergency Management Agency.

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

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

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

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

Flood hazard area means areas subject to the one percent (1%) annual chance flood. (See "Special Flood Hazard Area")

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

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

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

Flood Protection Grade (FPG) is the BFE plus three (3) feet at any given location in the SFHA. (See “Freeboard”)

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

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

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

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

Floodproofing certificate is a form used to certify compliance for non-residential structures as an alternative to elevating structures to or above the FPG (three feet above the base flood elevation). This certification must be by a Registered Professional Engineer or Architect.

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

Fluvial Erosion is erosion caused by streams and rivers. Fluvial erosion can be catastrophic when a flood event causes a rapid adjustment of the stream channel size and/or location.

Fluvial Erosion Hazard Area (FEHA) included the stream and adjacent lands necessary to accommodate the slope and plan form requirements of a geomorphically stable channel, and is subject to fluvial erosion as defined by the Indiana Fluvial Erosion Hazard Mitigation Program and delineated on the current Fluvial Erosion Hazard Map (FEHM).

Fluvial Erosion Hazard Map (FEHM) means the Indiana Silver Jacket Project Fluvial Erosion Hazard Regional Map of the Upper White Watershed for Morgan County dated March 25, 2014.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood. Morgan County requires three (3) feet of freeboard.

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

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

Hardship (as related to variances of this ordinance) means the exceptional hardship that would result from a failure to grant the requested variance. The Board of Zoning Appeals requires that the variance is exceptional, unusual, and peculiar to the

property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

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

Historic structure means any structure that is:

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

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

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

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

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

- (1) **Conditional Letter of Map Revision (CLOMR)** means FEMA's comment on a proposed project that would, upon construction, result in modification of the SFHA through the placement of fill outside the existing regulatory floodway.
- (2) **Conditional Letter of Map Revision Based on Fill (CLOMR-F)** means a letter from FEMA stating that a proposed structure that will be elevated by fill would not be inundated by the base flood.
- (3) **Letter of Map Amendment (LOMA)** means an amendment by letter to the currently effective FEMA map that establishes that a building or area of land is not located in a SFHA through the submittal of property specific elevation data. A LOMA is only issued by FEMA.

- (4) **Letter of Map Amendment Out as Shown (LOMA-OAS)** means an official determination by FEMA that states the property or building is correctly shown outside the SFHA as shown on an effective NFIP map. Therefore, the mandatory flood insurance requirement does not apply. An out-as-shown determination does not require elevations.
- (5) **Letter of Map Revision (LOMR)** means an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.
- (6) **Letter of Map Revision Based on Fill (LOMR-F)** means FEMA's modification of the SFHA shown on the FIRM based on the placement of fill outside the existing regulatory floodway.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary building means a building (including any structure that is attached in a substantial way, such as a roof) on a property in which it is the principal use of the property. With respect to residential use, it means the main dwelling. With respect to a commercial / industrial use, it means the main operational center or main building for the business. This does not include an accessory building. (New primary buildings not allowed in the SFHA / FEHA.)

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

Recreational vehicle means a vehicle which is:

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

Regulatory flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The regulatory flood elevation at any location is as defined in Article 3, B of this ordinance. The "Regulatory Flood" is also known by the term "Base Flood", “One-Percent Annual Chance Flood”, and “100-Year Flood”.

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

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

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

Special Flood Hazard Area (SFHA), synonymous with “areas of special flood hazard” and floodplain, means those lands within the jurisdiction of Morgan County and the Towns of Bethany, Brooklyn, and Paragon are subject to a one percent (1%) or greater chance of flooding in any given year. Special flood hazard areas are designated by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Flood Insurance Studies, Flood Boundary and Floodway Maps and Flood Hazard Boundary Maps as Zones A, AE, AH, AO, A1-30, A99, or VE. The SFHA includes areas that are flood prone and designated from other federal, state or local sources of data including but not limited to best available flood layer maps provided by or approved by the Indiana Department of Natural Resources, historical flood information reflecting high water marks, previous flood inundation areas, and flood prone soils associated with a watercourse.

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

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

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

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred “repetitive loss” or “substantial damage” regardless of the actual repair work performed. The term does not include improvements of structures to correct existing violations of state or local health, sanitary, or safety code requirements which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

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

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

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

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

Article 3. General Provisions

Section A. Lands to Which This Ordinance Applies

This ordinance shall apply to all SFHAs / FEHAs within the jurisdiction of Morgan County and the Towns of Bethany, Brooklyn, and Paragon, Indiana as identified in Article 3, Section B, including any additional areas of special flood hazard annexed by Morgan County and the Towns of Bethany, Brooklyn, and Paragon, Indiana.

Section B. Basis for Establishing the Areas of Special Flood Hazard

- (1) The regulatory flood elevation, floodway, and fringe limits for the studied SFHAs within the jurisdiction of Morgan County, Indiana and the Towns of Bethany, Brooklyn, and Paragon, delineated as an "AE Zone" on the Morgan County, Indiana and Incorporated Areas Flood Insurance Rate Map dated October 2, 2014 shall be determined from the one-percent annual chance flood profiles in the Flood Insurance Study of Morgan County, Indiana and Incorporated Areas and the corresponding Flood Insurance Rate Maps (FIRM) dated October 2, 2014 as well as any subsequent updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date. Should the floodway limits not be delineated on the Flood Insurance Rate Map for a studied SFHA designated as an "AE Zone", the limits of the floodway will be according to the best available flood layer as provided by the Indiana Department of Natural Resources.
- (2) The regulatory flood elevation, floodway, and fringe limits for each of the SFHAs within the jurisdiction of Morgan County, Indiana and the Towns of Bethany, Brooklyn, and Paragon,, delineated as an "A Zone" on the Morgan County, Indiana and Incorporated Areas Flood Insurance Rate Map, dated October 2, 2014, as well as any subsequent updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date, shall be according to the best available flood layer provided by the Indiana Department of Natural Resources, provided the upstream drainage area from the subject site is greater than one square mile. Whenever a party disagrees with the best available flood layer data, the party needs to replace existing data with better data that meets current engineering standards. To be considered, this data must be submitted to the Indiana Department of Natural Resources for review and subsequently approved.
- (3) In the absence of a published FEMA map, or absence of identification on a FEMA map, the regulatory flood elevation, floodway, and fringe limits of any watercourse in the community's known flood prone areas shall be according to the best available flood layer as provided by the Indiana Department of Natural Resources, provided the upstream drainage area from the subject site is greater than one square mile.
- (4) Upon issuance of a Letter of Final Determination (LFD), any more restrictive data in the new (not yet effective) mapping/study shall be utilized for permitting and construction (development) purposes, replacing all previously effective less restrictive flood hazard data provided by FEMA.

Section C. Basis for Establishing Fluvial Erosion Hazard Map

The FEHAs shall be as identified on the Indiana Silver Jacket Project Fluvial Erosion Hazard Regional Map of the Upper White Watershed for Morgan County, Indiana dated March 25, 2014. The map was developed by the Indiana Fluvial Erosion Hazard (FEH) Mitigation Program. The refined corridor shows areas of potential lateral channel migration. These areas have been derived from predicted channel meander belt width. No assumptions are made or implied regarding when lateral channel migration might occur. It also is not implied that areas outside of the refined corridor will not experience lateral channel migration: only that there is a higher potential for erosion inside the refined corridor. Only streams with a drainage

area of great than 2 square miles have been mapped. This map is designed to be used to a maximum scale of 1:10,000. Use of this map at a high resolution may be misleading. Additional details about why and how this map was produced, and its intended uses are available at the FEH program web-site.

Section D. Establishment of Floodplain Development Permit

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

Section E. Compliance

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

Section F. Abrogation and Greater Restrictions

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

Section G. Discrepancy between Mapped Floodplain and Actual Ground Elevations

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

Section H. Interpretation

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

- (1) Considered as minimum requirements.
- (2) Liberally construed in favor of the governing body.

- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Section I. Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods can and will occur on rare occasions. Therefore, this ordinance does not create any liability on the part of Morgan County and the Towns of Bethany, Brooklyn, and Paragon, the Indiana Department of Natural Resources, or the State of Indiana, for any flood damage that results from reliance on this ordinance, or any administrative decision made lawfully thereunder.

Section J. Penalties for Violation

Failure to obtain a Floodplain Development Permit in the SFHA / FEHA or failure to comply with the requirements of a Floodplain Development Permit or conditions of a variance shall be deemed to be a violation of this ordinance. All violations shall be considered a common nuisance and be treated as such in accordance with the provisions of the Morgan County **Unified Development Ordinance** as amended, and the penalty provisions thereof. (correction)

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

Article 4. Administration.

Section A. Designation of Administrator

The Morgan County Plan Director shall administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator.

Section B. Floodplain Development Permit and Certification Requirements (revised heading)

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

- (1) Application Stage.
 - a. A description of the proposed development.
 - b. Location of the proposed development sufficient to accurately locate property and structure(s) in relation to existing roads and streams.

- c. A legal description of the property site.
- d. For the reconstruction, rehabilitation, or improvement of an existing structure, or an addition to an existing building, a detailed quote and description of the total work to be completed including but not limited to interior work, exterior work, and labor as well as a certified valuation of the existing (pre-improved or pre-damaged) structure.
- e. A site development plan showing existing and proposed development locations and existing and proposed land grades.
- f. A letter from a licensed professional surveyor or engineer noting that an elevation reference benchmark has been established or confirmed for those projects requiring elevations to be met. (new item)
- g. Verification that connection to either a public sewer system or to an approved on-site septic system is available and approved by the respective regulatory agency for proposed structures to be equipped with a restroom, kitchen or other facilities requiring disposal of wastewater.
- h. Plans showing elevation of the top of the planned lowest floor (including basement) of all proposed structures in Zones A, AH, and AE. Elevation should be in NAVD 88.
- i. Plans showing elevation (in NAVD 88) to which any non-residential structure will be floodproofed.
- j. Plans showing location and specifications for flood openings for any proposed structure with enclosed areas below the flood protection grade.
- k. Plans showing materials to be used below the flood protection grade for any proposed structure are flood resistant.
- l. Plans showing how any proposed structure will be anchored to resist flotation or collapse.
- m. Plans showing how any electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities are designed and/or located. Elevation should be in NAVD 88.
- n. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. A hydrologic and hydraulic engineering analysis is required, and any watercourse changes submitted to DNR for approval. Once DNR approval is obtained, a FEMA Conditional Letter of Map Revision must be obtained prior to construction. (See Article 4, Section C (8) and Article 4, Section E for additional information.)
- o. Any additional information, as requested by the Floodplain Administrator, which may be necessary to determine the disposition of a proposed development or structure with respect to the requirements of this ordinance.

(2) Construction Stage.

- a. Upon establishment of the lowest floor of an elevated structure or structure constructed on fill, it shall be the duty of the applicant to submit to the Floodplain Administrator an elevation certificate for the building under construction. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. The Floodplain Administrator shall review the elevation certificate. Any deficiencies detected during the review shall be corrected by the applicant before work is allowed to continue. Failure to submit the survey or failure to make said corrections required hereby shall be

cause to issue a stop-work order for the project. Any work undertaken prior to submission of the elevation certification shall be at the applicant's risk.

(3) Finished Construction.

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

Section C. Duties and Responsibilities of the Floodplain Administrator

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

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

- (1) Enforce the provisions of this ordinance.
- (2) Evaluate application for permits to develop in special flood hazard areas / fluvial erosion hazard areas to assure that the permit requirements of this ordinance have been satisfied.
- (3) Interpret floodplain boundaries and provide flood hazard and flood protection elevation information.
- (4) Issue permits to develop in special flood hazard areas / fluvial erosion hazard areas when the provisions of these regulations have been met or refuse to issue the same in the event of noncompliance.
- (5) Advise permittee that additional Federal, State and/or local permits may be required. If specific Federal, State and/or local permits are known, require that copies of such permits be provided and maintained on file with the Floodplain Development Permit.
- (6) Conduct substantial damage determinations to determine whether existing structures, damaged from any source and in special flood hazard areas / fluvial erosion hazard areas, must meet the development standards of these regulations.
- (7) For applications to improve structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator shall:
 - a. Verify and document the market value of the pre-damaged or pre-improved structure.
 - b. Compare the cost to perform the improvement; or the cost to repair a damaged building to its pre-damaged condition; or, the combined costs of improvements and repair, if applicable, to the market value of the pre-

damaged or pre-improved structure. The cost of all work must be included in the project costs, including work that might otherwise be considered routine maintenance. Items/activities that must be included in the cost shall be in keeping with guidance published by FEMA to ensure compliance with the NFIP and to avoid any conflict with future flood insurance claims of policyholders within the community.

- c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of “substantial improvement” for proposed work to repair damage caused by flood, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of substantial damage.
 - d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the applicable general and specific standards in Article 5 of this ordinance are required.
- (8) Notify adjacent communities and the State Floodplain Coordinator prior to any alteration or relocation of a watercourse and submit copies of such notifications to FEMA.
 - (9) Ensure that construction authorization has been granted by the Indiana Department of Natural Resources for all development projects subject to Article 5, Section A (1), Section A (3) (a) and Section A (4) of this ordinance. Maintain a record of such authorization (either copy of actual permit/authorization or floodplain analysis/regulatory assessment).
 - (10) Verify the upstream drainage area of any proposed development site near any watercourse not identified on a FEMA map to determine if Article 4, Section C (9) is applicable.
 - (11) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
 - (12) Verify and record the actual elevation of the lowest floor (including basement) of all new or substantially improved structures, in accordance with Article 4, Section B.
 - (13) Verify and record the actual elevation to which any new or substantially improved structures have been floodproofed in accordance with Article 4, Section B.
 - (14) Make on-site inspections of projects in accordance with Article 4, Section D.
 - (15) Coordinate with insurance adjusters prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either a substantially damaged structure or a repetitive loss structure) to ensure eligibility for Increased Cost of Compliance (ICC) funds.
 - (16) Ensure that an approved connection to a public sewer system or an approved on-site septic system is planned for any structures (residential or non-residential) to be equipped with a restroom, kitchen or other facilities requiring disposal of wastewater.
 - (17) Provide information, testimony, or other evidence as needed during variance hearings.
 - (18) Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with Article 4, Section D.
 - (19) Maintain for public inspection and furnish upon request local permit documents, damaged structure inventories, substantial damage determinations, regulatory flood data, SFHA maps, Letters of Map Change (LOMC), copies of DNR permits, letters of authorization, and floodplain analysis and regulatory assessments (letters of

recommendation), federal permit documents, and “as-built” elevation and floodproofing data for all buildings constructed subject to this ordinance in accordance with Section Article 4, Section D.

- (20) Coordinate map maintenance activities and associated FEMA follow-up in accordance with Article 4, Section E.
- (21) Utilize and enforce all Letters of Map Change (LOMC) or Physical Map Revisions (PMR) issued by FEMA for the currently effective SFHA maps of the community.
- (22) Request any additional information which may be necessary to determine the disposition of a proposed development or structure with respect to the requirements of this ordinance.

Section D. Administrative Procedures (section heading added, language pulled out of Section C above)

- (1) Inspections of Work in Progress. As the work pursuant to a permit progresses, the Floodplain Administrator shall make as many inspections of the work, minimum of three, as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and terms of the permit. The first upon the establishment of the Flood Protection Grade reference mark at the development site; the second upon the establishment of the structure’s footprint/establishment of the lowest floor; and the final inspection upon completion and submission of the required finished construction elevation certificate. In exercising this power, authorized county or town officials have the right, upon presentation of proper credential, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
- (2) Stop Work Orders.
 - a. Upon notice from the Floodplain Administrator, work on any building, structure or premises that is being done contrary to the provisions of this ordinance shall immediately cease.
 - b. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.
- (3) Revocation of Permits.
 - a. The Floodplain Administrator may revoke a permit or approval, issued under the provisions of the ordinance, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - b. The Floodplain Administrator may revoke a permit upon determination by the Floodplain Administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.
- (4) Floodplain Management Records.
 - a. Regardless of any limitation on the period required for retention of public records, records of actions associated with the administration of this ordinance shall be kept on file and maintained under the direction of the Floodplain Administrator in perpetuity. These records include permit applications, plans, certifications, Flood Insurance Rate Maps; Letter of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations required by this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance.

- b. These records shall be available for public inspection at the Morgan County Administration Building, Plan Commission Office, 180 South Main Street, Martinsville, IN 46151.

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

Section E. Map Maintenance Activities (added this section)

To meet NFIP minimum requirements to have flood data reviewed and approved by FEMA, and to ensure that the Morgan County, Indiana and Incorporated Areas flood maps, studies and other data identified in Article 3, Section B accurately represent flooding conditions so appropriate floodplain management criteria are based on current data, the following map maintenance activities are identified:

(1) Requirement to Submit New Technical Data

- a. For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical data reflecting such changes be submitted to FEMA within six months of the date such information becomes available. These development proposals include:
 - i. Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries.
 - ii. Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area.
 - iii. Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and Subdivision or large-scale development proposals requiring the establishment of base flood elevations.
- b. It is the responsibility of the applicant to have required technical data for a Conditional Letter of Map Revision or Letter of Map Revision and submitted to FEMA. The Indiana Department of Natural Resources will review the submittals as part of a partnership with FEMA. The submittal should be mailed to the Indiana Department of Natural Resources at the address provided on the FEMA form (MT-2) or submitted through the online Letter of Map Change website. Submittal and processing fees for these map revisions shall be the responsibility of the applicant.
- c. The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a Floodplain Development Permit for proposed floodway encroachments that increase the base flood elevation.
- d. Floodplain Development Permits issued by the Floodplain Administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to this section.

(2) Right to Submit New Technical Data

The Floodplain Administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the Board of Commissioners of Morgan County, Indiana and may be submitted to FEMA at any time.

(3) Annexation / Detachment

Upon occurrence, the Floodplain Administrator shall notify FEMA in writing whenever the boundaries of Morgan County and the Towns of Bethany, Brooklyn, and Paragon have been modified by annexation or the community has assumed authority over an area, or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that the Morgan County, Indiana and Incorporated Areas Flood Insurance Rate Map accurately represents Morgan County and the Towns of Bethany, Brooklyn, and Paragon boundaries, include within such notification a copy of a map of Morgan County and the Towns of Bethany, Brooklyn, and Paragon suitable for reproduction, clearly showing the new corporate limits or the new area for which Morgan County and the Towns of Bethany, Brooklyn, and Paragon have assumed or relinquished floodplain management regulatory authority.

Section F. Variance Procedures (language relocated here from Article 7 in previous ordinance)

- (1) The Board of Zoning Appeals shall hear and decide appeals and requests for variances from requirements of this ordinance.
- (2) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Morgan County Circuit Court.
- (3) In considering such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - a. the danger to life and property due to flooding or erosion damage.
 - b. the danger that materials may be swept onto other lands to the injury of others.
 - c. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - d. the importance of the services provided by the proposed facility to the community.
 - e. the necessity to the facility of a waterfront location, where applicable.
 - f. the compatibility of the proposed use with existing and anticipated development.
 - g. the availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.
 - h. the safety of access to the property in times of flood for ordinary and emergency vehicles.
 - i. the expected height, velocity, duration, rate of rise, and sediment transport of the floodwaters at the site.
 - j. the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (4) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (5) Variances from the provisions of this ordinance shall only be granted when the board can make positive findings of fact based on evidence submitted at the hearing for the following:
 - a. A showing of good and sufficient cause.
 - b. A determination that failure to grant the variance would result in exceptional hardship as defined in Article 2.

- c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances.
- (6) No variance for a residential use within a floodway subject to Article 5, Section A (1), Section A (3) (a) or Section A (4) of this ordinance may be granted.
- (7) Any variance granted in a floodway subject to Article 5, Section A (1), Section A (3) (a) or Section A (4) will require a permit from the Indiana Department of Natural Resources. Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (8) Variances to the Provisions for Flood Hazard Reduction of Article 5 may be granted only when a new structure is to be located on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the flood protection grade.
- (9) Variances may be issued for the repair or rehabilitation of “historic structures” upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.
- (10) Variances may be issued for new construction, substantial improvements, and other development necessary for the conduct of a functionally dependent use.
- (11) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (12) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (13) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Flood Protection Grade and the elevation to which the lowest floor is to be built and stating that the cost of the flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (14) The Floodplain Administrator shall maintain the records of appeal actions and report any variances to the Federal Emergency Management Agency or the Indiana Department of Natural Resources upon request.

Article 5. Provisions for Flood Hazard Reduction

Section A. Floodplain Status Standards (section heading inserted, language pulled from other sections)

(1) Floodways (Riverine)

Located within SFHAs, established in Article 3, Section B, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and has erosion potential. Under the provisions of the Flood Control Act (IC 14-28-1) a permit for construction in a floodway from the Indiana Department of Natural Resources is required prior to the issuance of a local building permit for any excavation, deposit, construction, or obstruction activity located in the floodway. This includes land preparation activities such as filling, grading, clearing, and paving undertaken before the actual start of construction of the structure. General licenses and exemptions to the requirements of the Flood Control Act (IC 14-28-1 and 312 IAC 10) may apply to qualified additions/improvements to existing lawful residential structures, rural bridges, logjam removals, wetland restoration, utility line crossings, outfall projects, creek rock removal, and prospecting.

- a. If the site is in a regulatory floodway as established in Article 3, Section B, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources and apply for approval for construction in a floodway, provided the activity does not qualify for a general license or exemption (IC 14-28-1 or 312 IAC 10).
- b. No action shall be taken by the Floodplain Administrator until approval has been granted by the Indiana Department of Natural Resources for construction in the floodway, or evidence provided by an applicant that the development meets specified criteria to qualify for a general license or exemption to the requirement of the Flood Control Act. The Floodplain Development Permit shall meet the provisions contained in this article.
- c. The Floodplain Development Permit cannot be less restrictive than an approval issued for construction in a floodway issued by the Indiana Department of Natural Resources, or the specified criteria used to qualify for a general license or exemption to the Flood Control Act for a specific site/project. However, a community's more restrictive regulations (if any) shall take precedence.
- d. In floodway areas identified on the FIRM, development shall cause no increase in flood levels during the occurrence of the base flood discharge without first obtaining a Conditional Letter of Map Revision and meeting requirements of Article 4, Section E (1). A Conditional Letter of Map Revision cannot be issued for development that would cause an increase in flood levels affecting a structure and such development should not be permitted.
- e. In floodway areas identified by the Indiana Department of Natural Resources through detailed or approximate studies but not yet identified on the effective FIRM as floodway areas, the total cumulative effect of the proposed development, when combined with all other existing and anticipated development, shall not adversely affect the efficiency of, or unduly restrict the capacity of the floodway. This adverse effect is defined as an increase in the elevation of the regulatory flood of at least fifteen-hundredths (0.15) of a foot as determined by comparing the regulatory flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.
- f. For all projects involving channel modifications or fill (including levees) the County and the Towns shall submit the data and request that the Federal Emergency Management Agency revise the regulatory flood data per mapping standard regulations found at 44 CFR § 65.12.

(2) Fringe (Riverine)

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

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

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

If the site is in an identified floodplain where the limits of the floodway and fringe have not yet been determined, and the drainage area upstream of the site is greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources for review and comment.

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

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

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

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

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

(4) SFHAs not Identified on a Map

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

Section B. General Standards

New primary buildings are not allowed to be constructed in SFHAs and known flood prone areas. For all other development, the following provisions are required:

- (1) All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage below the FPG (three feet above the base flood elevation).
- (3) New construction and substantial improvements must incorporate methods and practices that minimize flood damage.
- (4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be located at/above the FPG for residential structures. Electrical, heating, ventilation, plumbing, air conditioning equipment,

and other service facilities shall be located at/above the FPG or designed so as to prevent water from entering or accumulating within the components below the FPG for non-residential structures. Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed service facilities may be located below the FPG (three feet above the base flood elevation).

- (5) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Any alteration, repair, reconstruction, or improvements to a structure that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance.
- (9) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions), greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (10) Where an existing or proposed structure or other development is affected by multiple flood zones, by multiple base flood elevations, or both, the development activity must comply with the provisions of this ordinance applicable to the most restrictive flood zone and the highest base flood elevation affecting any part of the existing or proposed structure; or for other developments, affecting any part of the area of the development.
- (11) Fill projects that do not involve a structure must be protected against erosion and scour during flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than 3’ horizontal to 1’ vertical.
- (12) Whenever any portion of the SFHA is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the BFE shall be compensated for and balanced by an equivalent volume of excavation taken below the BFE. The excavation volume shall be at least equal to the volume of storage lost (replacement ratio of 1 to 1) due to the fill or structure.
 - a. The excavation shall take place in the floodplain and in the same watershed in which the authorized fill or structure is located.
 - b. Under certain circumstances, the excavation may be allowed to take place outside of but adjacent to the floodplain provided that the excavated volume will be below the regulatory flood elevation, will be in the same watershed in which the authorized fill or structure is located, will be accessible to the regulatory flood water, will not be subject to ponding when not inundated by flood water, and that it shall not be refilled.
 - c. The excavation shall provide for true storage of floodwater but shall not be subject to ponding when not inundated by flood water.
 - d. The fill or structure shall not obstruct a drainage way leading to the floodplain.
 - e. The grading around the excavation shall be such that the excavated area is accessible to the regulatory flood water.
 - f. The fill or structure shall be of a material deemed stable enough to remain firm and in place during periods of flooding and shall include provisions to protect adjacent property owners against any increased runoff or drainage resulting from its placement.

- g. Plans depicting the areas to be excavated and filled shall be submitted prior to the actual start of construction or any site work; once site work is complete, but before the actual start of construction, the applicant shall provide to the Floodplain Administrator a certified survey of the excavation and fill sites demonstrating the fill and excavation comply with this article.

(13) Non-conversion agreements shall be required for all new or substantially improved elevated structures with an enclosure beneath the elevated floor, accessory structures, and open-sided shelters. (new language)

(14) Construction of new solid waste disposal facilities, hazard waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in areas of special flood hazard. (new language)

Section C. Specific Standards

In all SFHAs, the following provisions are required:

- (1) **Building Protection Requirement.** In addition to the requirements of Article 5, Section B, all structures to be located in the SFHA (except for new primary buildings, which are not allowed in SFHAs) shall be protected from flood damage below the FPG (three feet above the base flood elevation). This building protection requirement applies to the following situations:
 - a. Construction or placement of any structure having a floor area greater than 400 square feet.
 - b. Addition or improvement made to an existing structure where the cost of the addition or improvement equals or exceeds 50% of the value of the existing structure (excluding the value of the land). An addition and/or improvement project that is continuous in scope or time is considered as one project for permitting purposes.
 - c. Reconstruction or repairs made to a damaged structure where the costs of restoring the structure to its before damaged condition equals or exceeds 50% of the market value of the structure (excluding the value of the land) before damage occurred (the costs of any proposed additions or improvements beyond restoring the damaged structure to its before damaged condition must be included in the cost).
 - d. Installing a manufactured home on a new site or a new manufactured home on an existing site. This ordinance does not apply to returning the existing manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage.
 - e. Installing a travel trailer or recreational vehicle on a site for more than 180 days.
 - f. Reconstruction or repairs made to a repetitive loss structure.
 - g. Addition or improvement made to any existing structure with a previous repair, addition or improvement constructed since the community's first floodplain ordinance.
- (2) **Residential Construction.** (explanation of residential construction standards was expanded here to provide more detail and clarity)
 - a. New construction or substantial improvement of any residential structures shall meet provisions described in Article 5, Section A and applicable general standards described in Article 5, Section B.
 - b. In **Zone A and Zone AE**, new construction or substantial improvement of any residential structure shall have the lowest floor; including basement, at or above the FPG (three feet above the base flood elevation). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Article 5, Section C (4) (c). Should fill be used to elevate a structure, the standards of Article 5, Section C (4) (d) must be met.

- c. **Fully enclosed areas** formed by foundation and other exterior walls below the flood protection grade shall meet the following requirement:
- i. Designed to preclude finished living space and designed to allow for the automatic entry and exit of floodwaters to equalize hydrostatic flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered flood openings must be designed and certified by a registered design professional (requires supporting engineering certification or make/model specific ICC-ES Report), or meet the following criteria for non-engineered flood openings:
 - A. Provide a minimum of two openings located in a minimum of two exterior walls (having a total net area of not less than one square inch for every one square foot of enclosed area).
 - B. The bottom of all openings shall be no more than one foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher.
 - C. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - D. Access to the enclosed area shall be the minimum necessary to allow for parking for vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
 - E. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
 - F. The interior grade of such enclosed area shall be at an elevation at or higher than the exterior grade.
 - G. Openings are to be not less than 3 inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.
 - H. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section B. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance. The affidavit shall be recorded in the office of the Morgan County Recorder.
 - I. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor (where the interior height of the enclosure exceeds 6 feet) shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area. The non-conversion agreement shall be recorded in the office of the Morgan County Recorder.
- d. A residential structure may be constructed on a **fill** in accordance with the following:
- i. Fill shall be placed in layers no greater than 1 foot deep before compacting to 95% of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file.
 - ii. Fill shall extend 10 feet beyond the foundation of the structure before sloping below the BFE.

- iii. Fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than 3' horizontal to 1' vertical.
- iv. Fill shall not adversely affect the flow of surface drainage from or onto neighboring properties.
- v. The top of the lowest floor including basements shall be at or above the FPG (three feet above the base flood elevation).
- vi. Fill shall be composed of clean granular or earthen material.
- vii. The County will have the right to review all (LOMR-F). The applicant is responsible for any and all review fees.

e. A residential structure may be constructed using a **stem wall foundation** (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill) must be backfilled with compacted structural fill, concrete, or gravel that supports the floor slab. No flood openings are required for this type of construction. (addition of clarifying language)

(3) **Non-Residential Construction.** (explanation of non-residential construction standards was expanded here to provide more detail and clarity)

- a. New construction or substantial improvement of any non-residential structures (excludes accessory structures) shall meet provisions described in Article 5, Section A and applicable general standards described in Article 5, Section B.
- b. In **Zone A and Zone AE**, new construction, or substantial improvement of any commercial, industrial, or non-residential structure (excludes accessory structures) shall either have the lowest floor, including basement, elevated to or above the FPG or be floodproofed to or above the FPG. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Article 5, Section C (4) (c). Should fill be used to elevate a structure, the standards of Article 5, Section C (4) (d) must be met.
- c. **Fully enclosed areas** formed by foundation and other exterior walls below the flood protection grade shall meet the following requirement:
 - i. Designed to preclude finished living space and designed to allow for the automatic entry and exit of floodwaters to equalize hydrostatic flood forces on exterior walls. Flood openings must be designed and installed in compliance with criteria set out in FEMA Technical Bulletin 1. Engineered flood openings must be designed and certified by a registered design professional (requires supporting engineering certification or make/model specific ICC-ES Report), or meet the following criteria for non-engineered flood openings:
 - A. Provide a minimum of two openings located in a minimum of two exterior walls (having a total net area of not less than one square inch for every one square foot of enclosed area).
 - B. The bottom of all openings shall be no more than one foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher.
 - C. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

- D. Access to the enclosed area shall be the minimum necessary to allow for parking for vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
 - E. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
 - F. The interior grade of such enclosed area shall be at an elevation at or higher than the exterior grade.
 - G. Openings are to be not less than 3 inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.
 - H. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section B. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance. The affidavit shall be recorded in the office of the Morgan County Recorder.
 - I. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor (where the interior height of the enclosure exceeds 6 feet) shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area. The non-conversion agreement shall be recorded in the office of the Morgan County Recorder.
- d. A non-residential structure may be constructed on **fill** in accordance with the following:
- i. Fill shall be placed in layers no greater than 1 foot deep before compacting to 95% of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file.
 - ii. Fill shall extend 10 feet beyond the foundation of the structure before sloping below the BFE.
 - iii. Fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or bulk heading. If vegetative cover is used, the slopes shall be no steeper than 3' horizontal to 1' vertical.
 - iv. Fill shall not adversely affect the flow of surface drainage from or onto neighboring properties.
 - v. The top of the lowest floor including basements shall be at or above the FPG (three feet above the base flood elevation).
 - vi. **Fill shall be composed of clean granular or earthen material.** (added provision for non-residential)
 - vii. The County will have the right to review all (LOMR-F). The applicant is responsible for any and all review fees.
- e. A non-residential structure may be **floodproofed** in accordance with the following:
- i. A Registered Professional Engineer or Architect shall certify that the structure has been designed so that below the FPG, the structure and attendant utility facilities are watertight and capable of resisting the effects of the regulatory flood. The structure design shall take into account flood velocities, duration, rate of rise, hydrostatic pressures, and impacts from debris or ice. Such certification shall be provided to the Floodplain Administrator.

ii. Floodproofing measures shall be operable without human intervention and without an outside source of electricity.

f. A non-residential structure may be constructed using a **stem wall foundation** (also called chain wall, raised-slab-on-grade, and slab-on-stem-wall-with-fill). Any backfilled stem wall foundation must be backfilled with compacted structural fill, concrete, or gravel that supports the floor slab. No flood openings are required for this type of construction. (new clarifying language added)

(4) **Elevated Structures.** New construction or substantial improvements of elevated structures shall have the lowest floor at or above the FPG (three feet above the base flood elevation).

Elevated structures with fully enclosed areas formed by foundation and other exterior walls below the flood protection grade shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Designs must meet the following minimum criteria:

- a. Provide a minimum of two openings located in a minimum of two exterior walls (having a total net area of not less than one square inch for every one square foot of enclosed area).
- b. The bottom of all openings shall be no more than one foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher.
- c. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- d. Access to the enclosed area shall be the minimum necessary to allow for parking for vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- e. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- f. The interior grade of such enclosed area shall be at an elevation at or higher than the exterior grade.
- g. Openings are to be not less than 3 inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.
- h. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section B. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance. The affidavit shall be recorded in the office of the Morgan County Recorder.
- i. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor (where the interior height of the enclosure exceeds 6 feet) shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area. The non-conversion agreement shall be recorded in the office of the Morgan County Recorder.

(5) **Manufactured Homes and Recreational Vehicles.**

- a. These requirements apply to all manufactured homes to be placed on a site in the SFHA:

- i. The manufactured home shall be elevated on a permanent foundation such that the lowest floor shall be at or above the FPG and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - ii. Fully enclosed areas formed by foundation and other exterior walls below the FPG shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Article 5, Section C (2) (c).
 - iii. Flexible skirting and rigid skirting not attached to the frame or foundation of a manufactured home are not required to have openings. (new language)
- b. Recreational vehicles placed on a site in the SFHA shall either:
- i. Be on site for less than 180 days and be fully licensed and ready for use on a public highway (defined as being on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions), or
 - ii. Meet the requirements for “manufactured homes” as stated earlier in this section.

(6) Accessory Structures

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

- a. Shall have a floor area of 400 square feet or less.
- b. Use shall be limited to parking of vehicles and limited storage.
- c. Shall not be used for human habitation.
- d. Shall be constructed of flood resistant materials.
- e. Shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters.
- f. Shall be firmly anchored to prevent flotation.
- g. Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the FPG.
- h. Shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Article 5, Section C (3) (c).
- i. Shall not have subsequent additions or improvements that would preclude the structure from its continued designation as an accessory structure.

(7) Free-standing Pavilions, Gazebos, Decks, Carports, and Similar Development. (added to list of structure types)

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

- a. Shall have open sides (having not more than one rigid wall).
- b. Shall be anchored to prevent flotation or lateral movement.

- c. Shall be constructed of flood resistant materials below the FPG.
- d. Any electrical, heating, plumbing and other service facilities shall be located at/above the FPG.
- e. Shall not have subsequent additions or improvements that would preclude the development from its continued designation as a free-standing pavilion, gazebo, carport, or similar open-sided development.

(8) Above Ground Gas or Liquid Storage Tanks.

Within SFHAs, all newly placed aboveground gas or liquid storage tanks shall meet the requirements for a non-residential structure as required in Article 5, Section C (3).

Section D. Standards for Subdivision and Other New Developments (section heading change)

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

Section E. Standards for Critical Facilities

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

Article 6. Standards for the Fluvial Erosion Hazard Areas (FEHA)

In all FEHAs, the following provisions are required:

- a. New primary buildings are not allowed to be constructed in FEHAs;
- b. Improvements to existing structures, and any associated fill as needed to comply with elevation requirements in the SFHA shall not decrease the distance between the existing structures and the top of bank and must comply with all Article 5 Sections B (12), Section C (2)(d) and Section C (3)(d);
- c. Development shall not increase the potential for fluvial erosion damage on the property or on neighboring properties;
- d. Development shall not increase the potential of material being swept onto other lands or into stream and causing damage to other properties from fluvial erosion;
- e. Development shall not cause an undue burden on public services and facilities including roads, bridges, culverts and emergency service providers during and after fluvial erosion events.

Article 7. Legal Status Provisions

Section A. Severability.

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

Section B. Effective Date.

This ordinance shall be in full force and effect upon adoption.

Passed by the Commissioners of Morgan County, Indiana on the _____ day of _____, 2024.

Board of Commissioners
Morgan County, Indiana

Don Adams

Bryan Collier

Kenny Hale

Attest: _____
Linda Pruitt, Auditor

ORDINANCE FOR FLOOD HAZARD AREAS & FLUVIAL EROSION HAZARD AREAS
FOR MORGAN COUNTY AND
THE TOWNS OF BETHANY, BROOKLYN, AND PARAGON

Ordinance No. 17-3-17.2

Article 1. Statutory Authorization, Findings of Fact, Purpose, and Objectives.

Section A. Statutory Authorization.

The Indiana Legislature has in IC 36-7-4 granted the power to local government units to control land use within their jurisdictions. Therefore, the Board of Commissioners of Morgan County, Indiana does hereby adopt the following floodplain management regulations.

Section B. Findings of Fact.

- (1) The flood hazard areas of Morgan County and the Towns of Bethany, Brooklyn, and Paragon are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, inadequately flood-proofed, or otherwise unprotected from flood damages.
- (3) Benefits of FEH-based River Corridors Maps: A river corridor map shows the area a river needs to accommodate equilibrium conditions, specifically the meanders (stream length) and slope requirement of a stable stream channel. It also shows the land most vulnerable to erosion from flooding. Preventing further encroachment into the river corridor will minimize fluvial erosion hazards and property loss from flooding, enhance public safety, maximize channel stability, and maintain or improve water quality and habitat function.

Section C. Statement of Purpose.

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

- (1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities.
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

- (4) Control filling, grading, dredging, and other development which may increase erosion or flood damage.
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- (6) Make federal flood insurance available for structures and their contents in Morgan County and the Towns of Bethany, Brooklyn, and Paragon by fulfilling the requirements of the National Flood Insurance Program.

Section D. Objectives.

The objectives of this ordinance are:

- (1) To protect human life and health.
- (2) To minimize expenditure of public money for costly flood control projects.
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (4) To minimize prolonged business interruptions.
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets, and bridges located in floodplains.
- (6) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas.
- (7) To not allow any new primary building in the (SFHA) / (FEHA).

Article 2. Definitions.

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

A zone means portions of the SFHA in which the principal source of flooding is runoff from rainfall, snowmelt, or a combination of both. In A zones, floodwaters may move slowly or rapidly, but waves are usually not a significant threat to buildings. These areas are labeled as Zone A, Zone AE, Zones A1-A30, Zone AO, Zone AH, Zone AR and Zone A99 on a FIRM. The definitions are presented below:

Zone A: Areas subject to inundation by the one-percent annual chance flood event. Because detailed hydraulic analyses have not been performed, no base flood elevation or depths are shown.

Zone AE and A1-A30: Areas subject to inundation by the one-percent annual chance flood event determined by detailed methods. Base flood elevations are shown within these zones. (Zone AE is on new and revised maps in place of Zones A1-A30.)

Zone AO: Areas subject to inundation by one-percent annual chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.

Zone AH: Areas subject to inundation by one-percent annual chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.

Zone AR: Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

Zone A99: Areas subject to inundation by the one-percent annual chance flood event, but which will ultimately be protected upon completion of an under-construction Federal flood protection system. These are areas of special flood hazard where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. Zone A99 may only be used when the flood protection system has reached specified statutory progress toward completion. No base flood elevations or depths are shown.

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

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) means the elevation of the one-percent annual chance flood.

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

Boundary River means the part of the Ohio River that forms the boundary between Kentucky and Indiana.

Boundary River Floodway means the floodway of a boundary river.

Building - see "Structure."

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

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

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

Development means any man-made change to improved or unimproved real estate including but not limited to:

- (1) construction, reconstruction, or placement of a structure or any addition to a structure;
- (2) installing a manufactured home on a site, preparing a site for a manufactured home or installing a recreational vehicle on a site for more than 180 days;
- (3) installing utilities, erection of walls and fences, construction of roads, or similar projects;

- (4) construction of flood control structures such as levees, dikes, dams, channel improvements, etc.;
- (5) mining, dredging, filling, grading, excavation, or drilling operations;
- (6) construction and/or reconstruction of bridges or culverts;
- (7) storage of materials; or
- (8) any other activity that might change the direction, height, or velocity of flood or surface waters.

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

Elevated structure means a non-basement structure built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, filled stem wall foundations (also called chain walls), pilings, or columns (posts and pliers).

Elevation Certificate is a certified statement that verifies a structure's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates on all insurable structures in that community before the effective date of the initial FIRM.

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

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

FEMA means the Federal Emergency Management Agency.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM) means an official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration (FIA) has delineated the areas of flood hazards and regulatory floodway.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

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

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

Flood Protection Grade (FPG) is the elevation of the regulatory flood plus three feet at any given location in the SFHA. (see "Freeboard")

Floodplain means the channel proper and the areas adjoining any wetland, lake, or watercourse which have been or hereafter may be covered by the regulatory flood. The floodplain includes both the floodway and the fringe districts.

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

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage. Floodplain management regulations are also referred to as floodplain regulations, floodplain ordinance, flood damage prevention ordinance, and floodplain management requirements.

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

Floodproofing certificate is a form used to certify compliance for non-residential structures as an alternative to elevating structures to or above the FPG (three feet above the base flood elevation). This certification must be by a Registered Professional Engineer or Architect.

Floodway is the channel of a river or stream and those portions of the floodplains adjoining the channel which are reasonably required to efficiently carry and discharge the peak flood flow of the regulatory flood of any river or stream.

Fluvial Erosion is erosion caused by streams and rivers. Fluvial erosion can be catastrophic when a flood event causes a rapid adjustment of the stream channel size and/or location.

Fluvial Erosion Hazard Area (FEHA) includes the stream and adjacent lands necessary to accommodate the slope and plan form requirements of a geomorphically stable channel, and is subject to fluvial erosion as defined by the Indiana Fluvial Erosion Hazard Mitigation Program and delineated on the current Fluvial Erosion Hazard Map (FEHM).

Fluvial Erosion Hazard Map (FEHM) means the Indiana Silver Jacket Project Fluvial Erosion Hazard Regional Map of the Upper White Watershed for Morgan County dated March 25, 2014

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

Fringe is those portions of the floodplain lying outside the floodway.

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

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

Historic structures means any structures individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.

Increased Cost of Compliance (ICC) means the cost to repair a substantially damaged structure that exceeds the minimal repair cost and that is required to bring a substantially damaged structure into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are elevation, relocation, demolition, or any combination thereof. All renewal and new business flood insurance policies with effective dates on or after June 1, 1997, will include ICC coverage.

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

Letter of Map Change (LOMC) is a general term used to refer to the several types of revisions and amendments to FEMA maps that can be accomplished by letter. They include Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), and Letter of Map Revision based on Fill (LOMR-F). The definitions are presented below:

Letter of Map Amendment (LOMA) means an amendment by letter to the currently effective FEMA map that establishes that a property is not located in a SFHA through the submittal of property specific elevation data. A LOMA is only issued by FEMA.

Letter of Map Revision (LOMR) means an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F) means an official revision by letter to an effective NFIP map. A LOMR-F provides FEMA's determination concerning whether a structure or parcel has been elevated on fill above the BFE and excluded from the SFHA.

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

Lowest floor means the lowest elevation described among the following:

- (1) The top of the lowest level of the structure.
- (2) The top of the basement floor.
- (3) The top of the garage floor, if the garage is the lowest level of the structure.
- (4) The top of the first floor of a structure elevated on pilings or pillars.
- (5) The top of the floor level of any enclosure, other than a basement, below an elevated structure where the walls of the enclosure provide any resistance to the flow of flood waters unless:
 - a) the walls are designed to automatically equalize the hydrostatic flood forces on the walls by allowing for the entry and exit of flood waters by providing a minimum of two openings (in addition to doorways and windows) in a minimum of two exterior walls; if a structure has more than one enclosed area, each shall have openings on exterior walls;
 - b) the total net area of all openings shall be at least one (1) square inch for every one square foot of enclosed area; the bottom of all such openings shall be no higher than one (1) foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher; and,

c) such enclosed space shall be usable solely for the parking of vehicles and building access.

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

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

Market value means the building value, excluding the land (as agreed to between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (actual cash value), or adjusted assessed values.

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

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) of 1929 as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means any structure for which the "start of construction" commenced after the effective date of the community's first floodplain ordinance.

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

Non-boundary river floodway means the floodway of any river or stream other than a boundary river.

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

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

One-percent annual chance flood is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to the one-percent annual chance flood. See "Regulatory Flood".

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

Primary Building means a building (including any building that is attached in a substantial way, such as a roof) on a property in which it is the principal use of the property. With respect to residential use, it means the main dwelling. With respect to a commercial / industrial use, it means the main operational center or main building for the business. This does not include an accessory building. (NEW PRIMARY BUILDING NOT ALLOW IN THE (SFHA) / (FEHA).

Public safety and nuisance means anything which is injurious to the safety or health of an entire community, neighborhood or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

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

Regular program means the phase of the community's participation in the NFIP where more comprehensive floodplain management requirements are imposed and higher amounts of insurance are available based upon risk zones and elevations determined in a FIS.

Regulatory flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year, as calculated by a method and procedure that is acceptable to and approved by the Indiana Department of Natural Resources and the Federal Emergency Management Agency. The regulatory flood elevation at any location is as defined in Article 3 (B) of this ordinance. The "Regulatory Flood" is also known by the term "Base Flood", "One-Percent Annual Chance Flood", and "100-Year Flood".

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

Section 1316 is that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that the Administrator finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Special Flood Hazard Area (SFHA) means those lands within the jurisdiction of Morgan County and the Towns of Bethany, Brooklyn, and Paragon subject to inundation by the regulatory flood. The SFHAs of Morgan County, the Town of Bethany, the Town of Brooklyn, and the Town of Paragon are generally identified as such on the Morgan County, Indiana and Incorporated Areas Flood Insurance Rate Map dated October 2, 2014 as well as any future updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date. (These areas are shown on a FIRM as Zone A, AE, A1- A30, AH, AR, A99, or AO).

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

Structure means a structure that is principally above ground and is enclosed by walls and a roof. The term includes a gas or liquid storage tank, a manufactured home, or a prefabricated building. The term also includes recreational vehicles to be installed on a site for more than 180 days.

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

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

Suspension means the removal of a participating community from the NFIP because the community has not enacted and/or enforced the proper floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief from the requirements of this ordinance, which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation, other certification, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

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

X zone means the area where the flood hazard is less than that in the SFHA. Shaded X zones shown on recent FIRMs (B zones on older FIRMs) designate areas subject to inundation by the flood with a 0.2 percent chance of being equaled or exceeded (the 500-year flood). Unshaded X zones (C zones on older FIRMs) designate areas where the annual exceedance probability of flooding is less than 0.2 percent.

Zone means a geographical area shown on a FIRM that reflects the severity or type of flooding in the area.

Zone A (see definition for A zone)

Zone B, C, and X means areas identified in the community as areas of moderate or minimal hazard from the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Flood insurance is available in participating communities but is not required by regulation in these zones. (Zone X is used on new and revised maps in place of Zones B and C.)

Article 3. General Provisions.

Section A. Lands to Which This Ordinance Applies.

This ordinance shall apply to all SFHAs / FEHAs and known flood prone areas within the jurisdiction of Morgan County and the Towns of Bethany, Brooklyn, and Paragon.

Section B. Basis for Establishing Regulatory Flood Data.

This ordinance's protection standard is the regulatory flood. The best available regulatory flood data is listed below.

- (1) The regulatory flood elevation, floodway, and fringe limits for the studied SFHAs within the jurisdiction of Morgan County, the Town of Bethany, the Town of Brooklyn, and the Town of Paragon shall be as delineated on the one-percent annual chance flood profiles in the Flood Insurance Study of Morgan County, Indiana and Incorporated Areas and the corresponding Flood Insurance Rate Map dated October 2, 2014 as well as any future updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date.
- (2) The regulatory flood elevation, floodway, and fringe limits for each of the SFHAs within the jurisdiction of Morgan County, the Town of Bethany, the Town of Brooklyn, and the Town of Paragon, delineated as an "A Zone" on the Morgan County, Indiana and Incorporated Areas Flood Insurance Rate Map dated October 2, 2014 as well as any future updates, amendments, or revisions, prepared by the Federal Emergency Management Agency with the most recent date, shall be according to the best data available as provided by the Indiana Department of Natural Resources; provided the upstream drainage area from the subject site is greater than one square mile. Whenever a party disagrees with the best available data, the party needs to replace existing data with better data that meets current engineering standards. To be considered, this data must be submitted to the Indiana Department of Natural Resources for review and subsequently approved.
- (3) In the absence of a published FEMA map, or absence of identification on a FEMA map, the regulatory flood elevation, floodway, and fringe limits of any watercourse in the communities' known flood prone areas shall be according to the best data available as provided by the Indiana Department of Natural Resources; provided the upstream drainage area from the subject site is greater than one square mile.
- (4) Upon issuance of a Letter of Final Determination (LFD), any more restrictive data in the new (not yet effective) mapping/study shall be utilized for permitting and construction (development) purposes, replacing all previously effective less restrictive flood hazard data provided by FEMA.

Section C. Basis for Establishing Fluvial Erosion Hazard Map.

The FEHAs shall be identified on the Indiana Silver Jacket Project Fluvial Erosion Hazard Regional Map of the Upper White Watershed for Morgan County dated March 25, 2014. The map was developed by the Indiana Fluvial Erosion (FEH) Mitigation Program. The refined corridor shows areas of potential lateral channel migration. These areas have been derived from predicted channel meander belt width. No assumptions are made or implied regarding when lateral channel migration might occur. It also is not implied that areas outside of the refined corridor will not experience lateral channel migration; only that there is a higher potential for erosion inside the refined corridor. Only streams with a drainage area of >2mi have been mapped. This map is designed to be used at a maximum scale of 1:10,000. Use of this map at a high resolution may be misleading. Additional details about why and how this map was produced and its intended uses, are available at the (FEH) program web-site.

Section D. Establishment of Floodplain Development Permit.

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

Section E. Compliance.

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

Section F. Abrogation and Greater Restrictions.

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

Section G. Discrepancy between Mapped Floodplain and Actual Ground Elevations.

- (1) In cases where there is a discrepancy between the mapped floodplain (SFHA) on the FIRM and the actual ground elevations, the elevation provided on the profiles shall govern.
- (2) If the elevation of the site in question is below the base flood elevation, that site shall be included in the SFHA and regulated accordingly.
- (3) If the elevation (natural grade) of the site in question is above the base flood elevation and not located within the floodway, that site shall be considered outside the SFHA and the floodplain regulations will not be applied. The property owner shall be advised to apply for a LOMA.

Section H. Interpretation.

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

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

Section I. Warning and Disclaimer of Liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods can and will occur on rare occasions. Therefore, this ordinance does not create any liability on the part of Morgan County, the Town of Bethany, the Town of Brooklyn, the Town of Paragon, the Indiana Department of Natural Resources, or the State of Indiana, for any flood damage that results from reliance on this ordinance or any administrative decision made lawfully thereunder.

Section J. Penalties for Violation.

Failure to obtain a Floodplain Development Permit in the SFHA / FEHA or failure to comply with the requirements of a Floodplain Development Permit or conditions of a variance shall be deemed to be a violation of this ordinance. All violations shall be considered a common nuisance and be treated as such in accordance with the provisions of the Morgan County Zoning Ordinance as amended, and the penalty provisions thereof.

- (1) A separate offense shall be deemed to occur for each day the violation continues to exist.

- (2) The Floodplain Administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
- (3) Nothing herein shall prevent the County or the Towns from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

Article 4. Administration.

Section A. Designation of Administrator.

The Morgan County Plan Director shall administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator.

Section B. Permit Procedures.

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically the following information is required:

(1) Application Stage.

- a) A description of the proposed development.
- b) Location of the proposed development sufficient to accurately locate property and structure(s) in relation to existing roads and streams.
- c) A legal description of the property site.
- d) A site development plan showing existing and proposed development locations and existing and proposed land grades.
- e) Elevation of the top of the planned lowest floor (including basement) of all proposed buildings. Elevation should be in NAVD 88 or NGVD.
- f) Elevation (in NAVD 88 or NGVD) to which any non-residential structure will be floodproofed.
- g) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development. A hydrologic and hydraulic engineering study is required and any watercourse changes submitted to DNR for approval and then to FEMA as a Letter of Map Revision. (See Article 4, Section C. (6) for additional information.)

(2) Construction Stage.

Upon establishment of the lowest floor of an elevated structure or structure constructed on fill, it shall be the duty of the applicant to submit to the Floodplain Administrator a certification of the NAVD 88 or NGVD elevation of the lowest floor, as built. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by the same. The Floodplain Administrator shall review the lowest floor elevation survey data submitted. The applicant shall correct deficiencies detected by such review before any further work is allowed to proceed. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-

work order for the project. Any work undertaken prior to submission of the elevation certification shall be at the applicant's risk.

Upon establishment of the floodproofed elevation of a floodproofed structure, it shall be the duty of the applicant to submit to the Floodplain Administrator a floodproofing certificate. Certification shall be prepared by or under the direct supervision of a registered professional engineer and certified by same. (The Floodplain Administrator shall review the floodproofing certification submitted.) The applicant shall correct any deficiencies detected by such review before any further work is allowed to proceed. Failure to submit the floodproofing certification or failure to make correction required shall be cause to issue a stop-work order for the project.

(3) Finished Construction.

Upon completion of construction, a FEMA elevation certificate, Form 81-31, which depicts all finished construction, is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate, Form 81-65, is required to be submitted by the applicant to the Floodplain Administrator.

Section C. Duties and Responsibilities of the Floodplain Administrator.

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

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

- (1) Review all floodplain development permits to assure that the permit requirements of this ordinance have been satisfied.
- (2) Inspect and inventory damaged structures in the SFHA / FEHA and complete substantial damage determinations.
- (3) Ensure that construction authorization has been granted by the Indiana Department of Natural Resources for all development projects subject to Article 5, Section E and G (1) of this ordinance, and maintain a record of such authorization (either copy of actual permit/authorization or floodplain analysis/regulatory assessment).
- (4) Ensure that all necessary federal or state permits have been received prior to issuance of the local floodplain development permit. Copies of such permits/authorizations are to be maintained on file with the floodplain development permit.
- (5) Maintain and track permit records involving additions and improvements to residences located in the floodway.
- (6) Notify adjacent communities and the State Floodplain Coordinator prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA.
- (7) Maintain for public inspection and furnish upon request local permit documents, damaged structure inventories, substantial damage determinations, regulatory flood data, SFHA maps, Letters of Map Change (LOMC), copies of DNR permits, letters of authorization, and floodplain analysis and regulatory assessments (letters of recommendation), federal permit documents, and "as-built" elevation and floodproofing data for all buildings constructed subject to this ordinance.
- (8) Utilize and enforce all Letters of Map Change (LOMC) or Physical Map Revisions (PMR) issued by FEMA for the currently effective SFHA maps of the community.

(9) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

(10) The county will have the right to review all (LOMR-F). Applicant is responsible for any and all review fees.

(11) Review certified plans and specifications for compliance.

(12) Verify and record the actual elevation of the lowest floor (including basement) of all new or substantially improved structures, in accordance with Article 4 Section B.

(13) Verify and record the actual elevation to which any new or substantially improved structures have been floodproofed in accordance with Article 4, Section B.

(14) Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first upon the establishment of the Flood Protection Grade reference mark at the development site; the second upon the establishment of the structure's footprint/establishment of the lowest floor; and the final inspection upon completion and submission of the required finished construction elevation certificate. Authorized County or Town Officials shall have the right to enter and inspect properties located in the SFHA.

(15) Stop Work Orders

a) or premises Upon notice from the floodplain administrator, work on any building, structure that is being done contrary to the provisions of this ordinance shall immediately cease.

b) Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

(16) Revocation of Permits

a) The floodplain administrator may revoke a permit or approval, issued under the provisions of the ordinance, in cases where there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

b) The floodplain administrator may revoke a permit upon determination by the floodplain administrator that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

Article 5. Provisions for Flood Hazard Reduction.

Section A. General Standards.

New Primary buildings are not allowed to be constructed in SFHAs and known flood prone areas. For all other development, the following provisions are required:

(1) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

(2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage below the FPG (three feet above the base flood elevation).
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment, utility meters, and other service facilities shall be located at/above the FPG (three feet above the base flood elevation) or designed so as to prevent water from entering or accumulating within the components below the FPG (three feet above the base flood elevation). Water and sewer pipes, electrical and telephone lines, submersible pumps, and other waterproofed service facilities may be located below the FPG (three feet above the base flood elevation).
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a structure that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.
- (10) Whenever any portion of the SFHA is authorized for use, the volume of space which will be occupied by the authorized fill or structure below the BFE shall be compensated for and balanced by an equivalent volume of excavation taken below the BFE. The excavation volume shall be at least equal to the volume of storage lost (replacement ratio of 1 to 1) due to the fill or structure.
 - a) The excavation shall take place in the floodplain and in the same watershed in which the authorized fill or structure is located.
 - b) Under certain circumstances, the excavation may be allowed to take place outside of but adjacent to the floodplain provided that the excavated volume will be below the regulatory flood elevation, will be in the same watershed in which the authorized fill or structure is located, will be accessible to the regulatory flood water, will not be subject to ponding when not inundated by flood water, and that it shall not be refilled.
 - c) The excavation shall provide for true storage of floodwater but shall not be subject to ponding when not inundated by flood water.
 - d) The fill or structure shall not obstruct a drainage way leading to the floodplain.
 - e) The grading around the excavation shall be such that the excavated area is accessible to the regulatory flood water.
 - f) The fill or structure shall be of a material deemed stable enough to remain firm and in place during periods of flooding and shall include provisions to protect adjacent property owners against any increased runoff or drainage resulting from its placement.
 - g) Plans depicting the areas to be excavated and filled shall be submitted prior to the actual start of construction or any site work; once site work is complete, but before the actual start of construction,

the applicant shall provide to the Floodplain Administrator a certified survey of the excavation and fill sites demonstrating the fill and excavation comply with this article.

Section B. Specific Standards.

In all SFHAs / FEHAs, the following provisions are required:

- (1) In addition to the requirements of Article 5, Section A, all structures to be located in the SFHA (except for new primary buildings, which are not allowed in SFHAs) shall be protected from flood damage below the FPG (three feet above the base flood elevation). This building protection requirement applies to the following situations:
 - a) Construction or placement of any structure having a floor area greater than 400 square feet.
 - b) Addition or improvement made to any existing structure where the cost of the addition or improvement equals or exceeds 50% of the value of the existing structure (excluding the value of the land).
 - c) Reconstruction or repairs made to a damaged structure where the costs of restoring the structure to it's before damaged condition equals or exceeds 50% of the market value of the structure (excluding the value of the land) before damage occurred.
 - d) Installing a travel trailer or recreational vehicle on a site for more than 180 days.
 - e) Installing a manufactured home on a new site or a new manufactured home on an existing site. This ordinance does not apply to returning the existing manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage.
 - f) Reconstruction or repairs made to a repetitive loss structure.
 - g) Addition or improvement made to any existing structure with a previous addition or improvement constructed since the community's first floodplain ordinance.
- (2) Residential Structures. Substantial improvement of any residential structure (or manufactured home) shall have the lowest floor, including basement, at or above the FPG (three feet above the base flood elevation). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Article 5, Section B (4).
- (3) Non-Residential Structures. Substantial improvement of any commercial, industrial, or non-residential structure (or manufactured home) shall either have the lowest floor, including basement, elevated to or above the FPG (three feet above the base flood elevation) or be floodproofed to or above the FPG (three feet above the base flood elevation). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with the standards of Article 5, Section B (4). Structures located in all "A Zones" may be floodproofed in lieu of being elevated if done in accordance with the following:
 - a) A Registered Professional Engineer or Architect shall certify that the structure has been designed so that below the FPG (three feet above the base flood elevation), the structure and attendant utility facilities are watertight and capable of resisting the effects of the regulatory flood. The structure design shall take into account flood velocities, duration, rate of rise, hydrostatic pressures, and impacts from debris or ice. Such certification shall be provided to the official as set forth in Article 4, Section C (12).

- b) Floodproofing measures shall be operable without human intervention and without an outside source of electricity.

(4) **Elevated Structures.** New construction or substantial improvements of elevated structures shall have the lowest floor at or above the FPG (three feet above the base flood elevation).

Elevated structures with fully enclosed areas formed by foundation and other exterior walls below the flood protection grade shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Designs must meet the following minimum criteria:

- a) Provide a minimum of two openings located in a minimum of two exterior walls (having a total net area of not less than one square inch for every one square foot of enclosed area).
- b) The bottom of all openings shall be no more than one foot above the exterior grade or the interior grade immediately beneath each opening, whichever is higher.
- c) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- d) Access to the enclosed area shall be the minimum necessary to allow for parking for vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
- e) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- f) The interior grade of such enclosed area shall be at an elevation at or higher than the exterior grade.
- g) Openings are to be not less than 3 inches in any direction in the plane of the wall. This requirement applies to the hole in the wall, excluding any device that may be inserted such as typical foundation air vent device.
- h) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, B. (4). Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance. The affidavit shall be recorded in the office of the Morgan County Recorder.
- i) Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor (where the interior height of the enclosure exceeds 6 feet) shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area. The non-conversion agreement shall be recorded in the office of the Morgan County Recorder.

(5) **Structures Constructed on Fill.** A residential or nonresidential structure may be constructed on a permanent land fill in accordance with the following:

- a) The fill shall be placed in layers no greater than 1 foot deep before compacting to 95% of the maximum density obtainable with either the Standard or Modified Proctor Test method. The results of the test showing compliance shall be retained in the permit file.
- b) The fill shall extend 10 feet beyond the foundation of the structure before sloping below the BFE.
- c) The fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or bulkheading. If vegetative cover is used, the slopes shall be no steeper than 3 horizontal to 1 vertical.

- d) The fill shall not adversely affect the flow of surface drainage from or onto neighboring properties.
 - e) The top of the lowest floor including basements shall be at or above the FPG (three feet above the base flood elevation).
 - f) Fill shall be composed of clean granular or earthen material.
 - g) The County will have the right to review all (LOMR-F). Applicant is responsible for any and all review fee.
- (6) Standards for Manufactured Homes and Recreational Vehicles. Manufactured homes and recreational vehicles to be installed or substantially improved on a site for more than 180 days must meet one of the following requirements:
- a) These requirements apply to all manufactured homes to be placed on a site outside a manufactured home park or subdivision; in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood:
 - (i) The manufactured home shall be elevated on a permanent foundation such that the lowest floor shall be at or above the FPG (three feet above the base flood elevation) and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - (ii) Fully enclosed areas formed by foundation and other exterior walls below the FPG (three feet above the base flood elevation) shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Article 5, Section B. 4.
 - (iii) Flexible skirting and rigid skirting not attached to the frame or foundation of a manufactured home are not required to have openings.
 - b) These requirements apply to all manufactured homes to be placed on a site in an existing manufactured home park or subdivision that has not been substantially damaged by a flood:
 - (i) The manufactured home shall be elevated so that the lowest floor of the manufactured home chassis is supported by reinforced piers or other foundation elevations that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - (ii) Fully enclosed areas formed by foundation and other exterior walls below the FPG (three feet above the base flood elevation) shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Article 5, Section B. 4.
 - (iii) Flexible skirting and rigid skirting not attached to the frame or foundation of a manufactured home are not required to have openings.
 - c) Recreational vehicles placed on a site shall either:
 - (i) be on site for less than 180 days;
 - (ii) be fully licensed and ready for highway use (defined as being on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
 - (iii) meet the requirements for "manufactured homes" as stated earlier in this section.

- (7) **Accessory Structures.** Relief to the elevation or dry floodproofing standards may be granted for accessory structures. Accessory structures have a floor area less than 400 square feet. Such structures must meet the following standards:
- a) Shall not be used for human habitation.
 - b) Shall be constructed of flood resistant materials.
 - c) Shall be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters.
 - d) Shall be firmly anchored to prevent flotation.
 - e) Service facilities such as electrical and heating equipment shall be elevated or floodproofed to or above the FPG (three feet above the base flood elevation).
 - f) Shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls as required for elevated structures in Article 5, Section B. 4.
- (8) **Above Ground Gas or Liquid Storage Tanks.** All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement.

Section C. Standards for Subdivision Proposals.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than the lesser of fifty (50) lots or five (5) acres.
- (5) All subdivision proposals shall minimize development in the SFHA and/or limit density of development permitted in the SFHA.
- (6) All subdivision proposals shall ensure safe access into/out of SFHA for pedestrians and vehicles (especially emergency responders).

Section D. Critical Facility.

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

Section E. Standards for Identified Floodways.

Located within SFHAs, established in Article 3, Section B, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and has

erosion potential. If the site is in an identified floodway, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources and apply for a permit for construction in a floodway. Under the provisions of IC 14-28-1 a permit for construction in a floodway from the Indiana Department of Natural Resources is required prior to the issuance of a local building permit for any excavation, deposit, construction, or obstruction activity located in the floodway. This includes land preparation activities such as filling, grading, clearing and paving etc. undertaken before the actual start of construction of the structure. However, it does exclude non-substantial additions/improvements to existing (lawful) residences in a non-boundary river floodway. (IC 14-28-1-26 allows construction of a non-substantial addition/ improvement to a residence in a non-boundary river floodway without obtaining a permit for construction in the floodway from the Indiana Department of Natural Resources. Please note that if fill is needed to elevate an addition above the existing grade, prior approval for the fill is required from the Indiana Department of Natural Resources.)

No action shall be taken by the Floodplain Administrator until a permit or letter of authorization (when applicable) has been issued by the Indiana Department of Natural Resources granting approval for construction in the floodway. Once a permit for construction in a floodway or letter of authorization has been issued by the Indiana Department of Natural Resources, the Floodplain Administrator may issue the local Floodplain Development Permit, provided the provisions contained in Article 5 of this ordinance have been met. The Floodplain Development Permit cannot be less restrictive than the permit for construction in a floodway issued by the Indiana Department of Natural Resources. However, a community's more restrictive regulations (if any) shall take precedence.

No development shall be allowed, which acting alone or in combination with existing or future development, that will adversely affect the efficiency of, or unduly restrict the capacity of the floodway. This adverse affect is defined as an increase in the elevation of the regulatory flood of at least fifteen-hundredths (0.15) of a foot as determined by comparing the regulatory flood elevation under the project condition to that under the natural or pre-floodway condition as proven with hydraulic analyses.

For all projects involving channel modifications or fill (including levees) the Floodplain Administrator shall submit the data and request that the Federal Emergency Management Agency revise the regulatory flood data per mapping standard regulations found at 44 CFR § 65.12.

Section F. Standards for Identified Fringe.

If the site is located in an identified fringe, then the Floodplain Administrator may issue the local Floodplain Development Permit provided the provisions contained in Article 5 of this ordinance have been met. The key provision is that the top of the lowest floor of any new or substantially improved structure shall be at or above the FPG (three feet above the base flood elevation).

Section G. Standards for SFHAs without Established Base Flood Elevation and/or Floodways/Fringes.

- (1) Drainage area upstream of the site is greater than one square mile:

If the site is in an identified floodplain where the limits of the floodway and fringe have not yet been determined, and the drainage area upstream of the site is greater than one square mile, the Floodplain Administrator shall require the applicant to forward the application, along with all pertinent plans and specifications, to the Indiana Department of Natural Resources for review and comment.

No action shall be taken by the Floodplain Administrator until either a permit for construction in a floodway (including letters of authorization) or a floodplain analysis/regulatory assessment citing the one-percent annual chance flood elevation and the recommended Flood Protection Grade has been received from the Indiana Department of Natural Resources.

Once the Floodplain Administrator has received the proper permit for construction in a floodway (including letters of authorization) or floodplain analysis/regulatory assessment approving the proposed development, a Floodplain Development Permit may be issued provided the conditions of the Floodplain Development Permit are not less restrictive than the conditions received from the Indiana Department of Natural Resources and the provisions contained in Article 5 of this ordinance have been met.

(2) Drainage area upstream of the site is less than one square mile:

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

Upon receipt, the Floodplain Administrator may issue the local Floodplain Development Permit, provided the provisions contained in Article 5 of this ordinance have been met.

(3) The total cumulative effect of the proposed development, when combined with all other existing and anticipated development, shall not increase the regulatory flood more than 0.14 of one foot and shall not increase flood damages or potential flood damages.

Section H. Standards for Flood Prone Areas.

All development in known flood prone areas not identified on FEMA maps, or where no FEMA published map is available, shall meet applicable standards as required per Article 5.

Article 6. Standards for the Fluvial Erosion Areas.

In all FEHAs, the following provisions are required:

- (1) New Primary building are not allowed to be constructed in FEHAs;
- (2) Improvements to existing structures, and any associated fill as needed to comply with elevation requirements in the SFHA / FEHA shall not decrease the distance between the existing structures and the top of bank and must comply with all of Article 5 Sections A(10) & B(5);
- (3) Development shall not increase the potential for fluvial erosion damage on the property or on neighboring properties;
- (4) Development shall not increase the potential of materials being swept onto other lands or into stream and causing damage to other properties from fluvial erosion;
- (5) Development shall not cause an undue burden on public services and facilities including roads, bridges, culverts and emergency service providers during and after fluvial erosion events.

Article 7: Variance Procedures.

Section A. Designation of Variance and Appeals Board.

The Board of Zoning Appeals shall hear and decide appeals and requests for variances from requirements of this ordinance.

Section B. Duties of Variance and Appeals Board.

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Morgan County Circuit Court.

Section C. Variance Procedures.

In passing upon such applications, the board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and;

- (1) The danger of life and property due to flooding or erosion damage.
- (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
- (3) The importance of the services provided by the proposed facility to the community.
- (4) The necessity to the facility of a waterfront location, where applicable.
- (5) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage.
- (6) The compatibility of the proposed use with existing and anticipated development.
- (7) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area.
- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected height, velocity, duration, rate of rise, and sediment of transport of the floodwaters at the site.
- (10) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

Section D. Conditions for Variances.

- (1) Variances shall only be issued when there is:
 - a) A showing of good and sufficient cause.
 - b) A determination that failure to grant the variance would result in exceptional hardship.
 - c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public, or conflict with existing laws or ordinances.
- (2) No variance for a residential use within a floodway subject to Article 5, Section E or Section G (1) of this ordinance may be granted.
- (3) Any variance granted in a floodway subject to Article 5, Section E or Section G (1) of this ordinance will require a permit from the Indiana Department of Natural Resources.

- (4) Variances to the Provisions for Flood Hazard Reduction of Article 5, Section B, may be granted only when a new structure is to be located on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the flood protection grade.
- (5) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (6) Variances may be granted for the reconstruction or restoration of any structure individually listed on the National Register of Historic Places or the Indiana State Register of Historic Sites and Structures.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Flood Protection Grade and the elevation to which the lowest floor is to be built and stating that the cost of the flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation (See Article 7, Section E).
- (8) The Floodplain Administrator shall maintain the records of appeal actions and report any variances to the Federal Emergency Management Agency or the Indiana Department of Natural Resources upon request (See Article 7, Section E).

Section E. Variance Notification.

Any applicant to whom a variance is granted that allows the lowest floor of a structure to be built below the flood protection grade shall be given written notice over the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the flood protection grade will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and;
- (2) Such construction below the flood protection grade increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance.

Section F. Historic Structure.

Variances may be issued for the repair or rehabilitation of "historic structures" upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an "historic structure" and the variance is the minimum to preserve the historic character and design of the structure.

Section G. Special Conditions.

Upon the consideration of the factors listed in Article 7, and the purposes of this ordinance, the Board of Zoning Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

Article 8. Severability.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Article 9. Effective Date.

This ordinance shall be in full force and effect on October 2, 2014.

Passed by the Board of Commissioners of Morgan County, Indiana on the 29 day
of August, 2014.

Board of Commissioners
Morgan County, Indiana

Norman Vayles
Norman Vayles County Commissioners

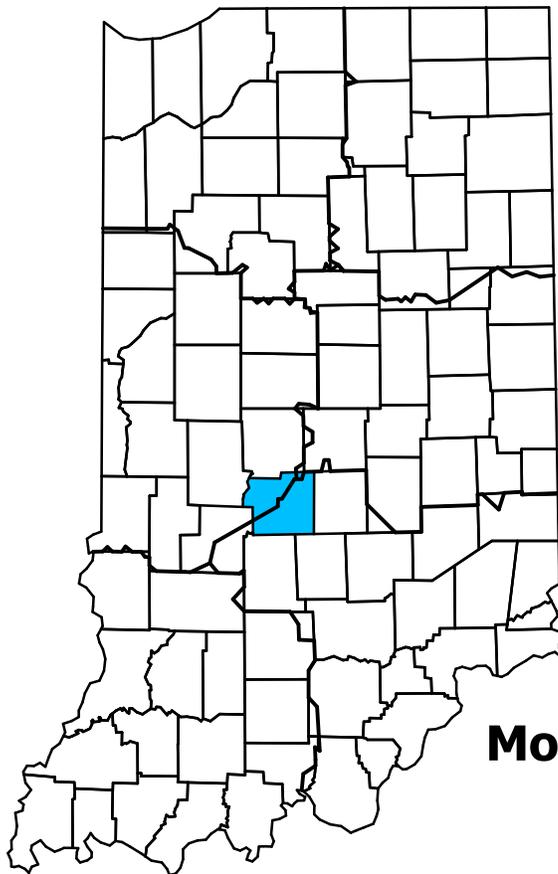
Brian Goss
Brian Goss County Commissioners

Don Adams
Don Adams County Commissioners

Attest: Brenda Adams
Brenda Adams County Auditor

MORGAN COUNTY HIGHWAY DEPARTMENT

TECHNICAL DESIGN STANDARDS



Morgan County

PREPARED BY



THESE MORGAN COUNTY HIGHWAY DEPARTMENT STANDARD DRAWINGS
ARE APPROVED ON 1-16-2024 BY:

THE MORGAN COUNTY HIGHWAY DEPARTMENT:

BY: _____
Justin Schneck, PE, County Engineer Date

THE MORGAN COUNTY BOARD OF COMMISSIONERS:

BY: _____
Bryan Collier, Commissioner Date

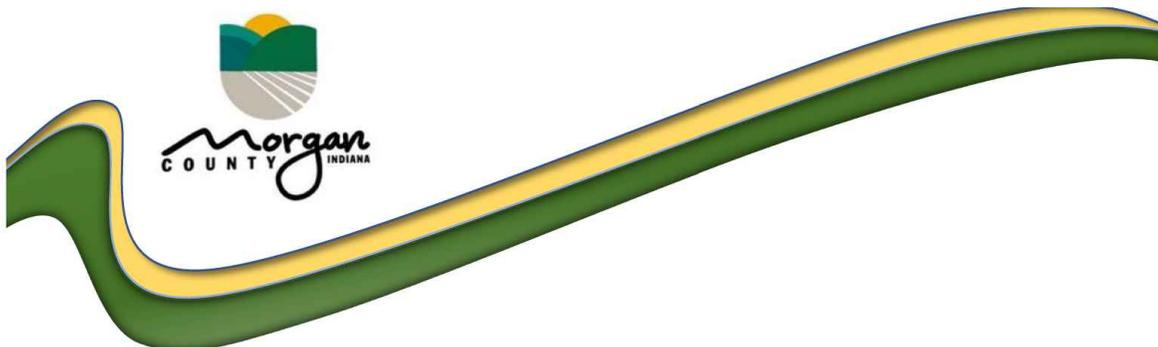
Don Adams, Commissioner Date

Kenny Hale, Commissioner Date

ATTEST:

Linda Pruitt, County Auditor Date

ALL PREVIOUS STANDARD DRAWINGS ARE HEREBY REPEALED AND
REPLACED WITH THESE STANDARD DRAWINGS, EFFECTIVE 1-16-2024.



MORGAN COUNTY HIGHWAY DEPARTMENT
5400 BLUE BLUFF RD
MARTINSVILLE, INDIANA 46151

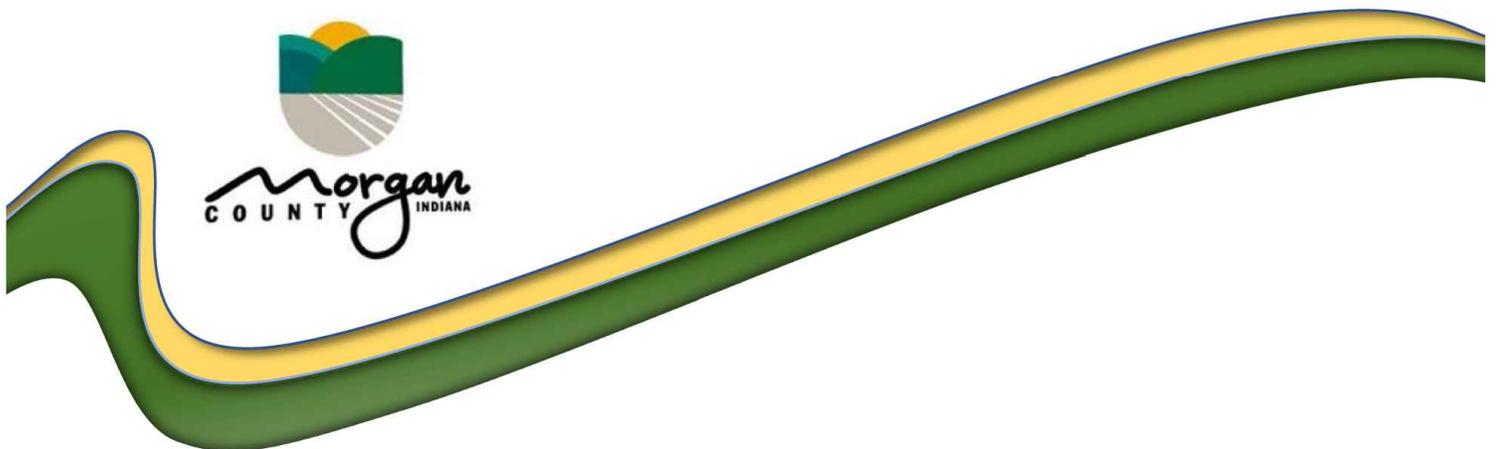
INDEX OF MORGAN COUNTY STANDARD DRAWINGS

Section 100.....	General Provisions
Section 200.....	Earthwork
Section 300.....	Aggregate Pavements And Bases
Section 400.....	Asphalt Pavements
Section 500.....	Concrete Pavements (Not Used)
Section 600.....	Incidental Construction
Section 700.....	Structures (Not Used)
Section 800.....	Traffic Control Devices
Section 900.....	Street Signs



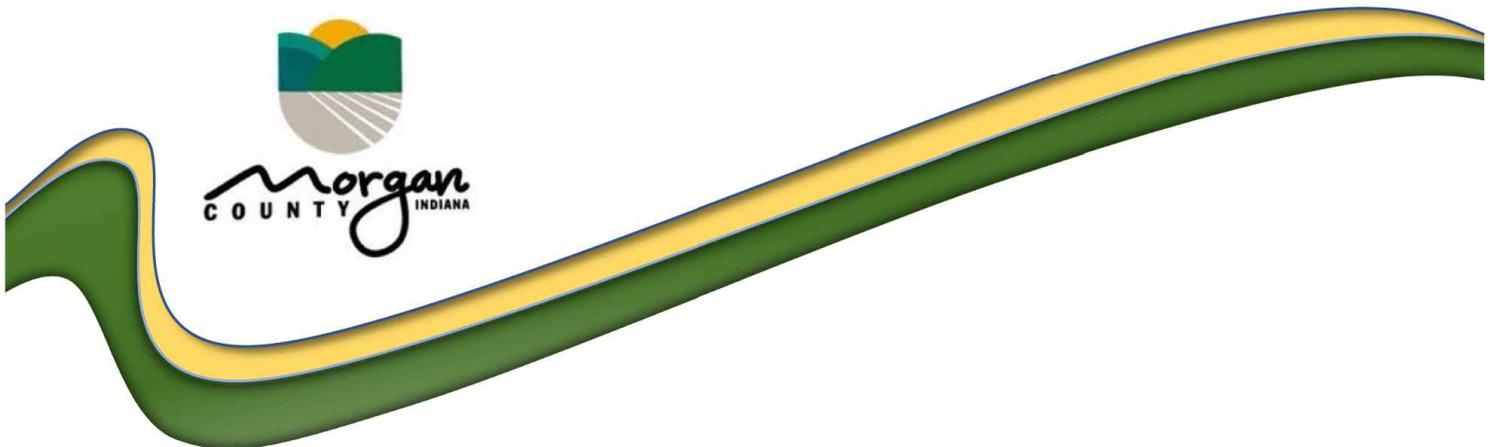
INDEX OF MORGAN COUNTY STANDARDS
100 SERIES STANDARD DRAWINGS
GENERAL PROVISIONS

1. All construction within Morgan County public right-of-way shall follow these standards while also being in accordance with the latest versions of the Indiana Design Manual, Indiana Department of Transportation (INDOT) Standard Specifications, INDOT Standard Drawings, and Indiana Manual on Uniform Traffic Control Devices for Streets and Highways. Any deviation shall be brought to the attention of the County Engineer, or their appointed representative, for review and approval before construction commences.
2. Technical Design Standards shall be used in conjunction with the Unified Development Ordinance, Thoroughfare Plan, Comprehensive Plan and other current County documents. Any discrepancy or deviation from these standards or County Documents shall be brought to the attention of the County Engineer, or their appointed representative, for review and approval.



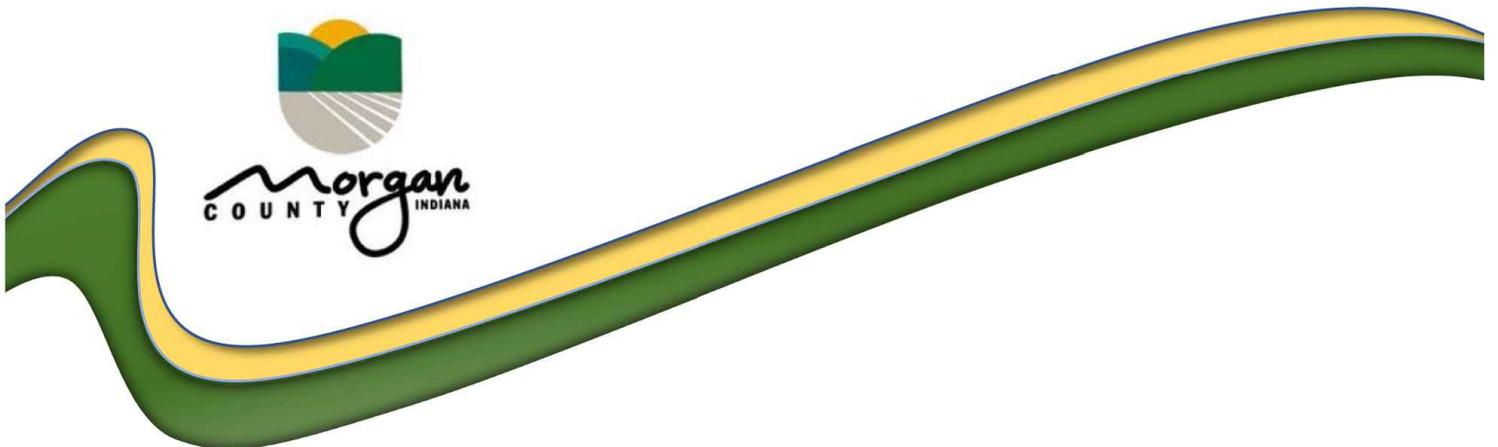
INDEX OF MORGAN COUNTY STANDARDS
200 SERIES STANDARD DRAWINGS
EARTHWORK

All construction involving clearing, grading, excavation, fill, stormwater management, subgrade, backfill, and other related items shall be in accordance with the 200 Division of the INDOT Standard Drawings and Specifications.

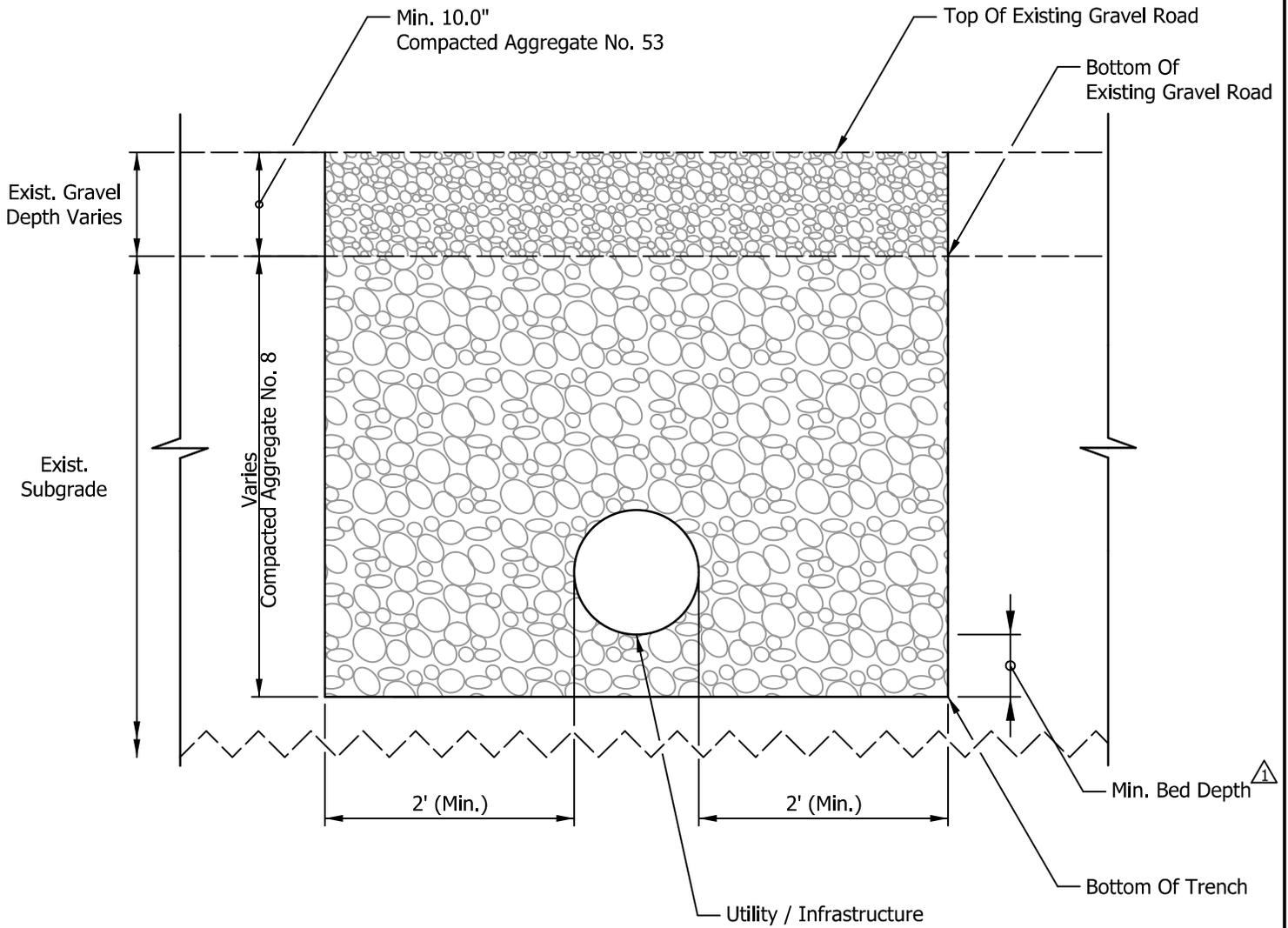


INDEX OF MORGAN COUNTY STANDARDS
300 SERIES STANDARD DRAWINGS
AGGREGATE PAVEMENTS AND BASES

Typical Gravel Road Cut Patch Detail.....MC-302-001



11/14/2013 06:54 AM I:\140051-Morgan Co. Standards\09Road\04 Design Files\02 DGN\Plans\3005\302-001_MC_Full Depth Gravel Road Cut_Typical.dgn



NOTES:



Bed Depth	
Pipe Diameter (in.)	Min. Bed Depth (in.)
6" To 15"	6"
18" And Above	8"

MORGAN COUNTY HIGHWAY DEPARTMENT

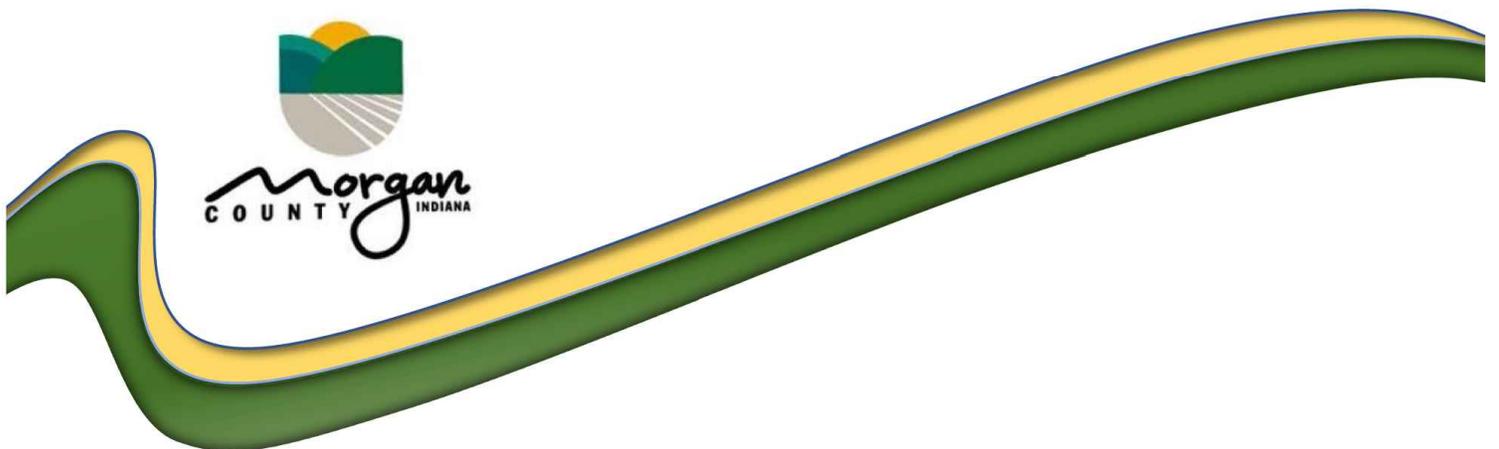


TYPICAL GRAVEL ROAD CUT PATCH DETAIL

STANDARD DRAWING
 NO. MC-302-001
 SHEET 1 OF 1
 SCALE: NO SCALE

INDEX OF MORGAN COUNTY STANDARDS
400 SERIES STANDARD DRAWINGS
ASPHALT PAVEMENTS

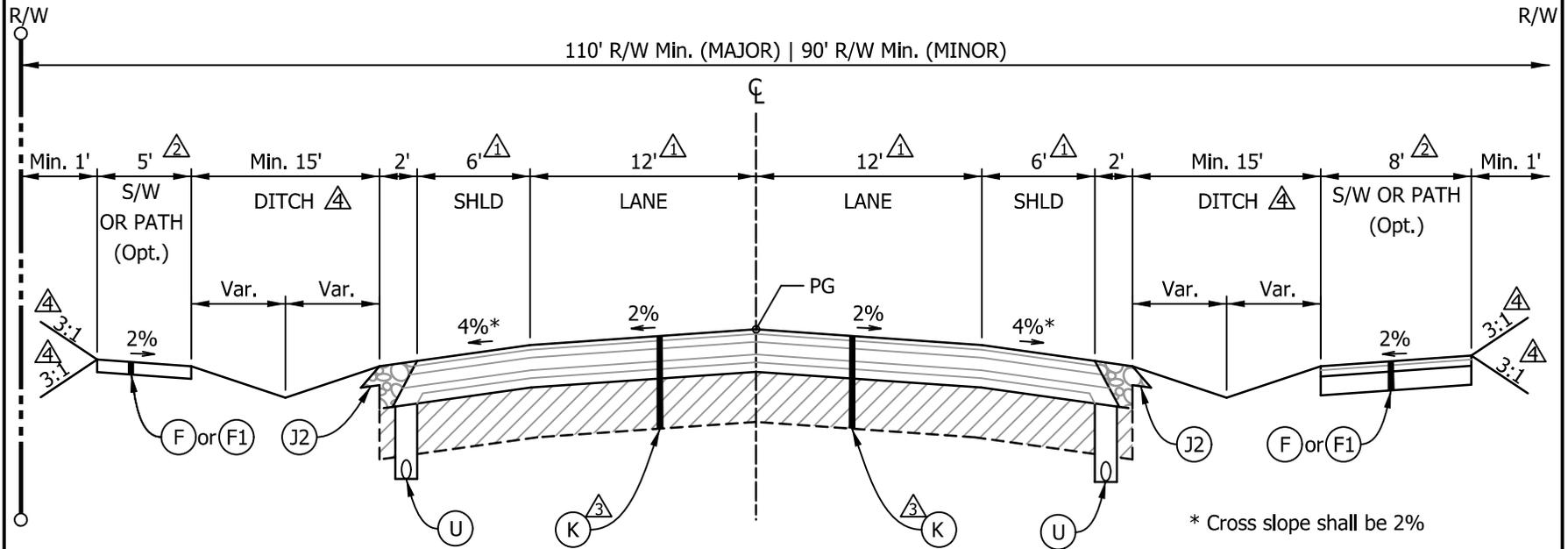
Typical Rural Arterial Street Cross Section.....	MC-400-001
Typical Urban Arterial Street With Raised Median Cross Section.....	MC-400-002A
Typical Urban Arterial Street With Striped Median Cross Section.....	MC-400-002B
Typical Rural Major Collector Cross Section.....	MC-400-003
Typical Urban Major Collector With Raised Median Cross Section.....	MC-400-004A
Typical Urban Major Collector With Striped Median Cross Section.....	MC-400-004B
Typical Rural Minor Collector Street Cross Section.....	MC-400-005
Typical Urban Minor Collector Street Cross Section.....	MC-400-006
Typical Rural Local Street/Residential Feeder Cross Section.....	MC-400-007
Typical Urban Local Street/Residential Feeder Cross Section.....	MC-400-008
Typical Underdrain Detail.....	MC-401-001
Typical Full Depth Patch Detail.....	MC-402-001
Typical HMA Road Cut Patch Detail.....	MC-402-002
Terminus Transitions.....	MC-403-001
Typical Safety Edge Details.....	MC-403-002





TYPICAL RURAL ARTERIAL STREET
CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT



LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
 - 1.5" HMA Surface, 9.5mm On
 - 2.5" HMA Intermediate, 19.0mm On
 - 6.0" Compacted Aggregate. No. 53 On
 - Typ. INDOT Subgrade Treatment Type III
- (J2) 6.0" Compacted Aggregate Shoulder
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
 - 2.5" HMA Intermediate, 19.0mm, Type B, On
 - 4.0" HMA Base, 25.0mm, Type B, On
 - 2.5" HMA Intermediate OG, 19.0mm, Type B, On
 - 3.0" HMA Base, 19.0mm, Type B, On
 - INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001

NOTES:

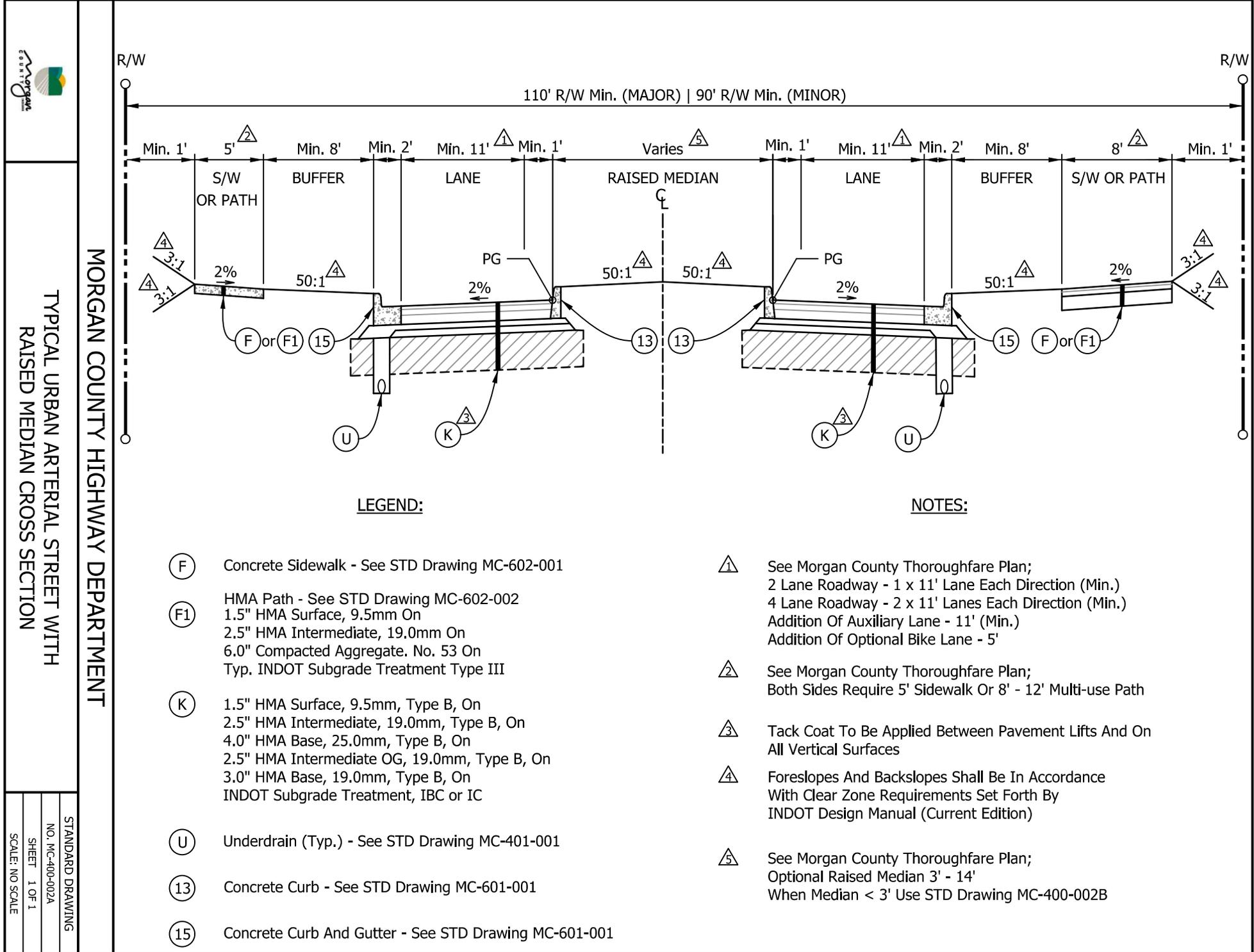
- △ See Morgan County Thoroughfare Plan;
 - 2 Lane Roadway - 1 x 12' Lane Each Direction
 - 4 Lane Roadway - 2 x 12' Lanes Each Direction
 - 4' Paved Shoulder - Minor*
 - 6' Paved Shoulder - Major
- △ See Morgan County Thoroughfare Plan;
 - Both Sides Optional 5' Sidewalk Or 8' - 12' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance With Clear Zone Requirements Set Forth By INDOT Design Manual (Current Edition)
- 5. For Safety Edge Details, See STD Drawing MC-403-002

STANDARD DRAWING

NO. MC-400-001

SHEET 1 OF 1

SCALE: NO SCALE



TYPICAL URBAN ARTERIAL STREET WITH RAISED MEDIAN CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT

LEGEND:

NOTES:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
1.5" HMA Surface, 9.5mm On
2.5" HMA Intermediate, 19.0mm On
6.0" Compacted Aggregate. No. 53 On
Typ. INDOT Subgrade Treatment Type III
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
2.5" HMA Intermediate, 19.0mm, Type B, On
4.0" HMA Base, 25.0mm, Type B, On
2.5" HMA Intermediate OG, 19.0mm, Type B, On
3.0" HMA Base, 19.0mm, Type B, On
INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001
- (13) Concrete Curb - See STD Drawing MC-601-001
- (15) Concrete Curb And Gutter - See STD Drawing MC-601-001

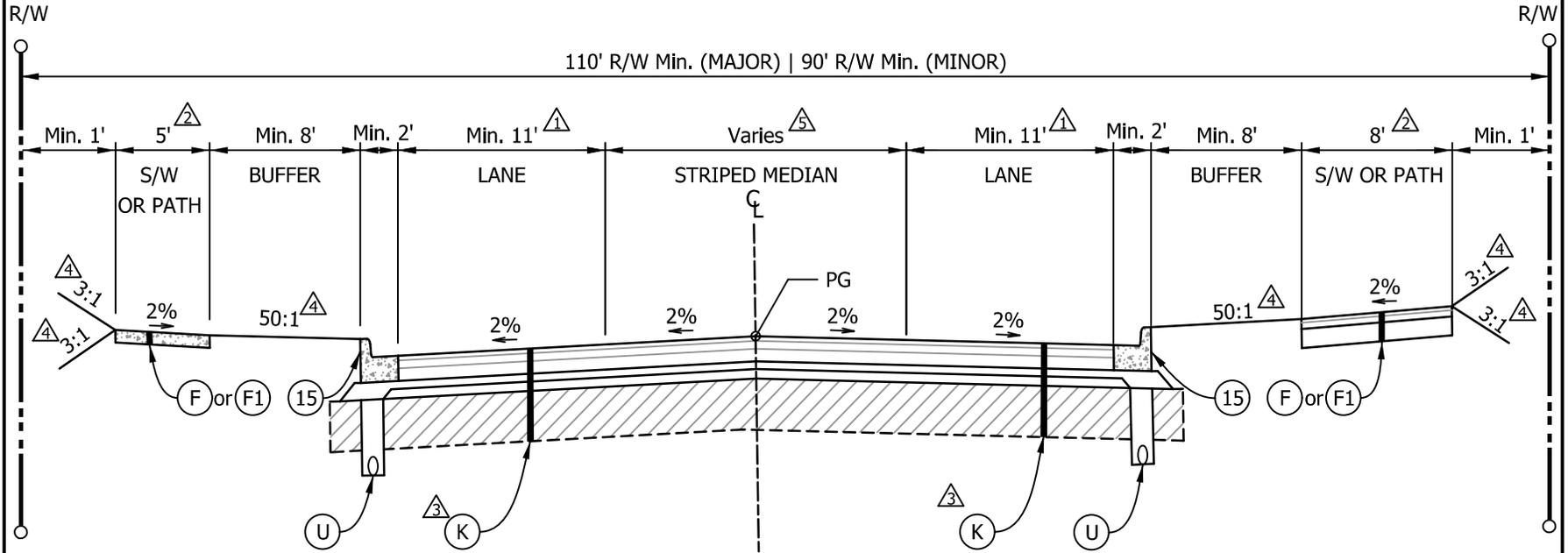
- △ See Morgan County Thoroughfare Plan;
2 Lane Roadway - 1 x 11' Lane Each Direction (Min.)
4 Lane Roadway - 2 x 11' Lanes Each Direction (Min.)
Addition Of Auxiliary Lane - 11' (Min.)
Addition Of Optional Bike Lane - 5'
- △ See Morgan County Thoroughfare Plan;
Both Sides Require 5' Sidewalk Or 8' - 12' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance With Clear Zone Requirements Set Forth By INDOT Design Manual (Current Edition)
- △ See Morgan County Thoroughfare Plan;
Optional Raised Median 3' - 14'
When Median < 3' Use STD Drawing MC-400-002B

STANDARD DRAWING
NO. MC-400-002A
SHEET 1 OF 1
SCALE: NO SCALE



TYPICAL URBAN ARTERIAL STREET WITH STRIPED MEDIAN CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT



LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
1.5" HMA Surface, 9.5mm On
2.5" HMA Intermediate, 19.0mm On
6.0" Compacted Aggregate, No. 53 On
Typ. INDOT Subgrade Treatment Type III
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
2.5" HMA Intermediate, 19.0mm, Type B, On
4.0" HMA Base, 25.0mm, Type B, On
2.5" HMA Intermediate OG, 19.0mm, Type B, On
3.0" HMA Base, 19.0mm, Type B, On
INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001
- (15) Concrete Curb And Gutter - See STD Drawing MC-601-001

NOTES:

- △ See Morgan County Thoroughfare Plan;
2 Lane Roadway - 1 x 11' Lane Each Direction (Min.)
4 Lane Roadway - 2 x 11' Lanes Each Direction (Min.)
Addition Of Auxiliary Lane - 11' (Min.)
Addition Of Optional Bike Lane - 5'
- △ See Morgan County Thoroughfare Plan;
Both Sides Require 5' Sidewalk Or 8' - 12' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance With Clear Zone Requirements Set Forth By INDOT Design Manual (Current Edition)
- △ See Morgan County Thoroughfare Plan;
Optional Striped Median 0' - 14'

STANDARD DRAWING

NO. MC-400-002B

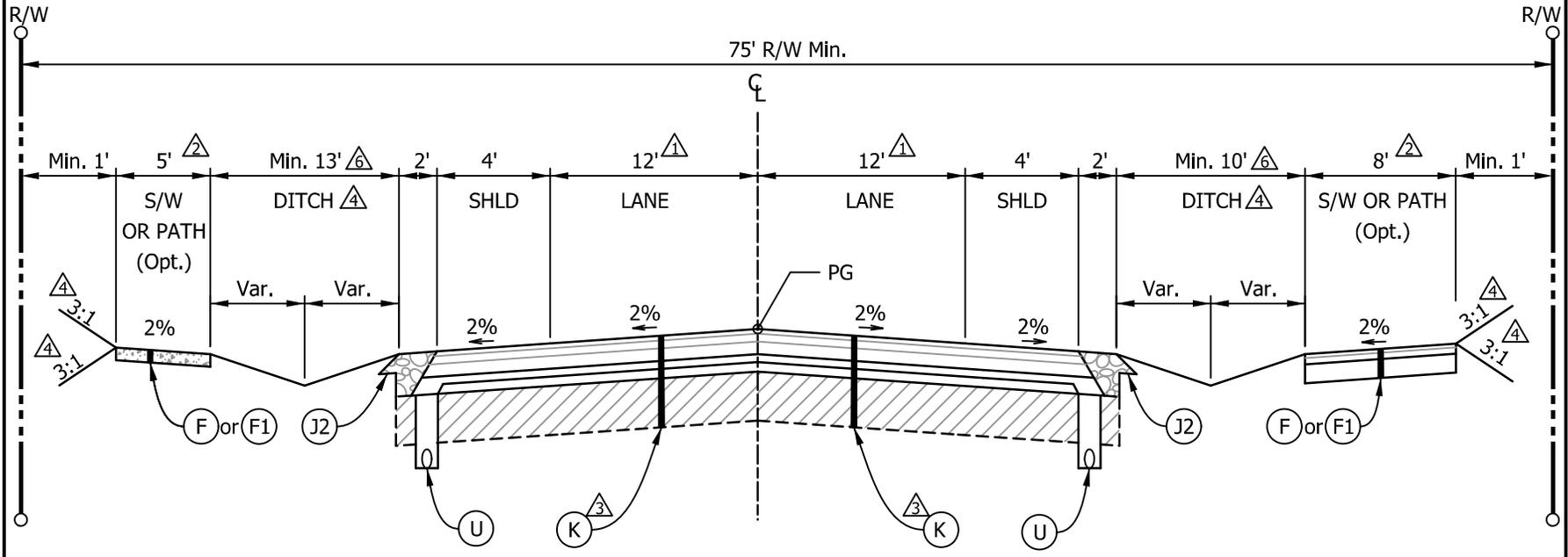
SHEET 1 OF 1

SCALE: NO SCALE



TYPICAL RURAL MAJOR COLLECTOR STREET
CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT



LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
1.5" HMA Surface, 9.5mm On
2.5" HMA Intermediate, 19.0mm On
6.0" Compacted Aggregate, No. 53 On
Typ. INDOT Subgrade Treatment Type III
- (J2) 6.0" Compacted Aggregate Shoulder
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
2.5" HMA Intermediate, 19.0mm, Type B, On
4.0" HMA Base, 25.0mm, Type B, On
2.5" HMA Intermediate OG, 19.0mm, Type B, On
3.0" HMA Base, 19.0mm, Type B, On
INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001

NOTES:

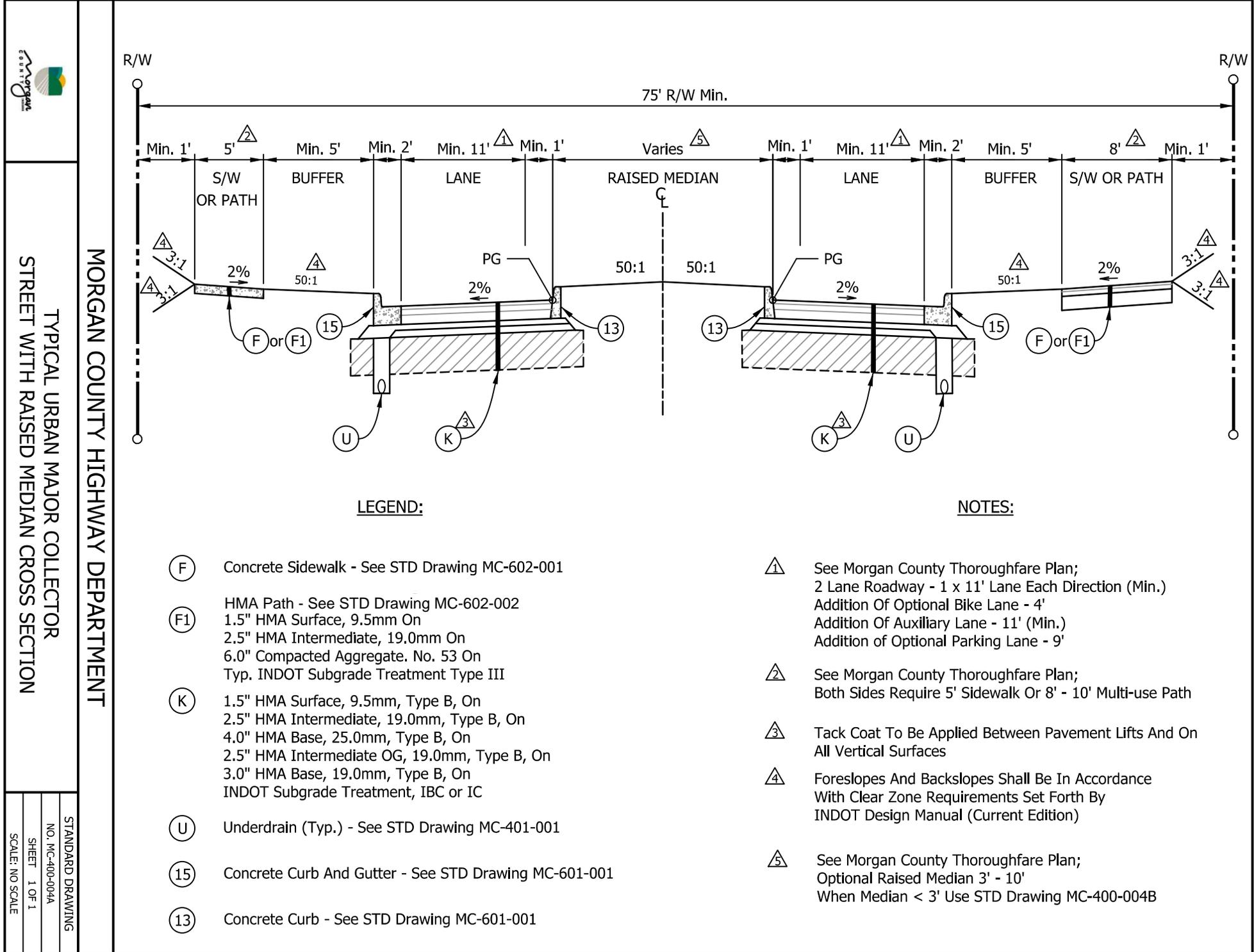
- △ See Morgan County Thoroughfare Plan;
2 Lane Roadway - 1 x 12' Lane Each Direction
- △ See Morgan County Thoroughfare Plan;
Both Sides Optional 5' Sidewalk Or 8' - 12' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On
All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance
With Clear Zone Requirements Set Forth By
INDOT Design Manual (Current Edition)
- 5. For Safety Edge Details, See STD Drawing MC-403-002
- △ Ditch Shall Be 13' Where Sidewalks Are
Used And 6'-10' Where Path Is Used To
Utilize Full 1/2 R\W Width

STANDARD DRAWING

NO. MC-400-003

SHEET 1 OF 1

SCALE: NO SCALE



MORGAN COUNTY HIGHWAY DEPARTMENT
 TYPICAL URBAN MAJOR COLLECTOR
 STREET WITH RAISED MEDIAN CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT

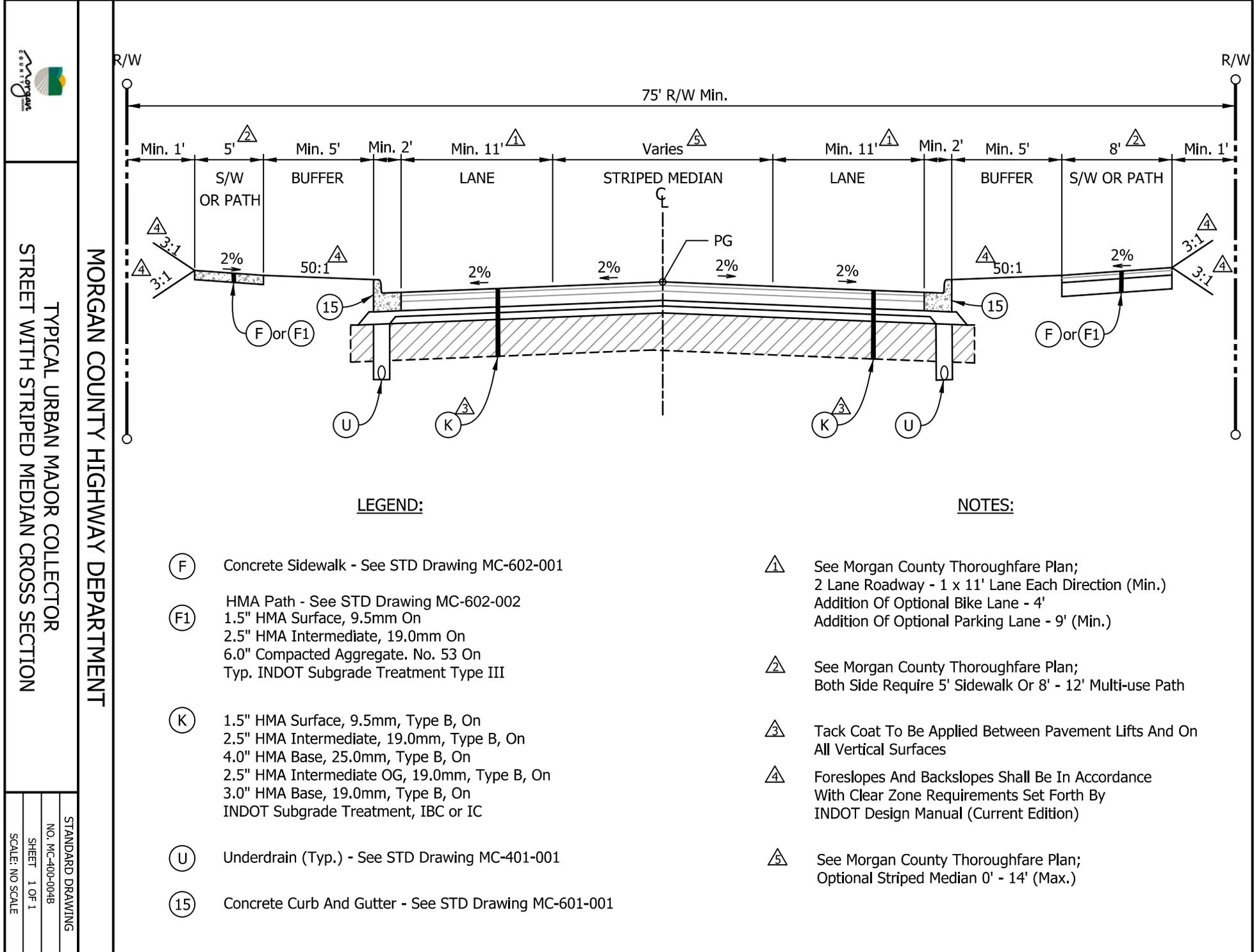
LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
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 2.5" HMA Intermediate, 19.0mm On
 6.0" Compacted Aggregate. No. 53 On
 Typ. INDOT Subgrade Treatment Type III
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
 2.5" HMA Intermediate, 19.0mm, Type B, On
 4.0" HMA Base, 25.0mm, Type B, On
 2.5" HMA Intermediate OG, 19.0mm, Type B, On
 3.0" HMA Base, 19.0mm, Type B, On
 INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001
- (15) Concrete Curb And Gutter - See STD Drawing MC-601-001
- (13) Concrete Curb - See STD Drawing MC-601-001

NOTES:

- △ See Morgan County Thoroughfare Plan;
 2 Lane Roadway - 1 x 11' Lane Each Direction (Min.)
 Addition Of Optional Bike Lane - 4'
 Addition Of Auxiliary Lane - 11' (Min.)
 Addition Of Optional Parking Lane - 9'
- △ See Morgan County Thoroughfare Plan;
 Both Sides Require 5' Sidewalk Or 8' - 10' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On
 All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance
 With Clear Zone Requirements Set Forth By
 INDOT Design Manual (Current Edition)
- △ See Morgan County Thoroughfare Plan;
 Optional Raised Median 3' - 10'
 When Median < 3' Use STD Drawing MC-400-004B

STANDARD DRAWING
 NO. MC-400-004A
 SHEET 1 OF 1
 SCALE: NO SCALE



MORGAN COUNTY HIGHWAY DEPARTMENT
 TYPICAL URBAN MAJOR COLLECTOR
 STREET WITH STRIPED MEDIAN CROSS SECTION

LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
 1.5" HMA Surface, 9.5mm On
 2.5" HMA Intermediate, 19.0mm On
 6.0" Compacted Aggregate. No. 53 On
 Typ. INDOT Subgrade Treatment Type III
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
 2.5" HMA Intermediate, 19.0mm, Type B, On
 4.0" HMA Base, 25.0mm, Type B, On
 2.5" HMA Intermediate OG, 19.0mm, Type B, On
 3.0" HMA Base, 19.0mm, Type B, On
 INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001
- (15) Concrete Curb And Gutter - See STD Drawing MC-601-001

NOTES:

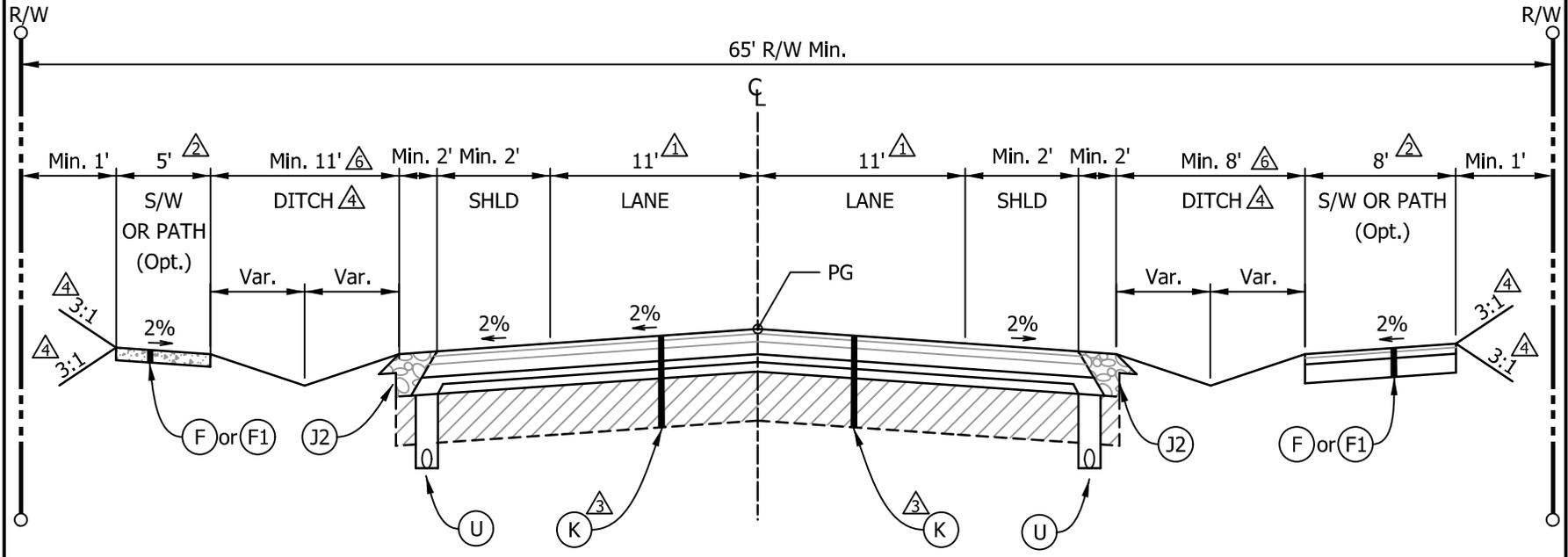
- △1 See Morgan County Thoroughfare Plan;
 2 Lane Roadway - 1 x 11' Lane Each Direction (Min.)
 Addition Of Optional Bike Lane - 4'
 Addition Of Optional Parking Lane - 9' (Min.)
- △2 See Morgan County Thoroughfare Plan;
 Both Side Require 5' Sidewalk Or 8' - 12' Multi-use Path
- △3 Tack Coat To Be Applied Between Pavement Lifts And On
 All Vertical Surfaces
- △4 Foreslopes And Backslopes Shall Be In Accordance
 With Clear Zone Requirements Set Forth By
 INDOT Design Manual (Current Edition)
- △5 See Morgan County Thoroughfare Plan;
 Optional Striped Median 0' - 14' (Max.)

STANDARD DRAWING
 NO. MC-400-004B
 SHEET 1 OF 1
 SCALE: NO SCALE



TYPICAL RURAL MINOR COLLECTOR STREET CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT



LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
1.5" HMA Surface, 9.5mm On
2.5" HMA Intermediate, 19.0mm On
6.0" Compacted Aggregate. No. 53 On
Typ. INDOT Subgrade Treatment Type III
- (J2) 6.0" Compacted Aggregate Shoulder
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
2.5" HMA Intermediate, 19.0mm, Type B, On
4.0" HMA Base, 25.0mm, Type B, On
2.5" HMA Intermediate OG, 19.0mm, Type B, On
3.0" HMA Base, 19.0mm, Type B, On
INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001

NOTES:

- △ See Morgan County Thoroughfare Plan;
2 Lane Roadway - 1 x 11' Lane Each Direction
- △ See Morgan County Thoroughfare Plan;
Both Sides Optional 5' Sidewalk Or 8' - 12' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On
All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance
With Clear Zone Requirements Set Forth By
INDOT Design Manual (Current Edition)
- 5. For Safety Edge Details, See STD Drawing MC-403-002
- △ Ditch Shall Be 11' Where Sidewalks Are
Used And 6'-8' Where Path Is Used To
Utilize Full 1/2 R\W Width

STANDARD DRAWING

NO. MC-400-005

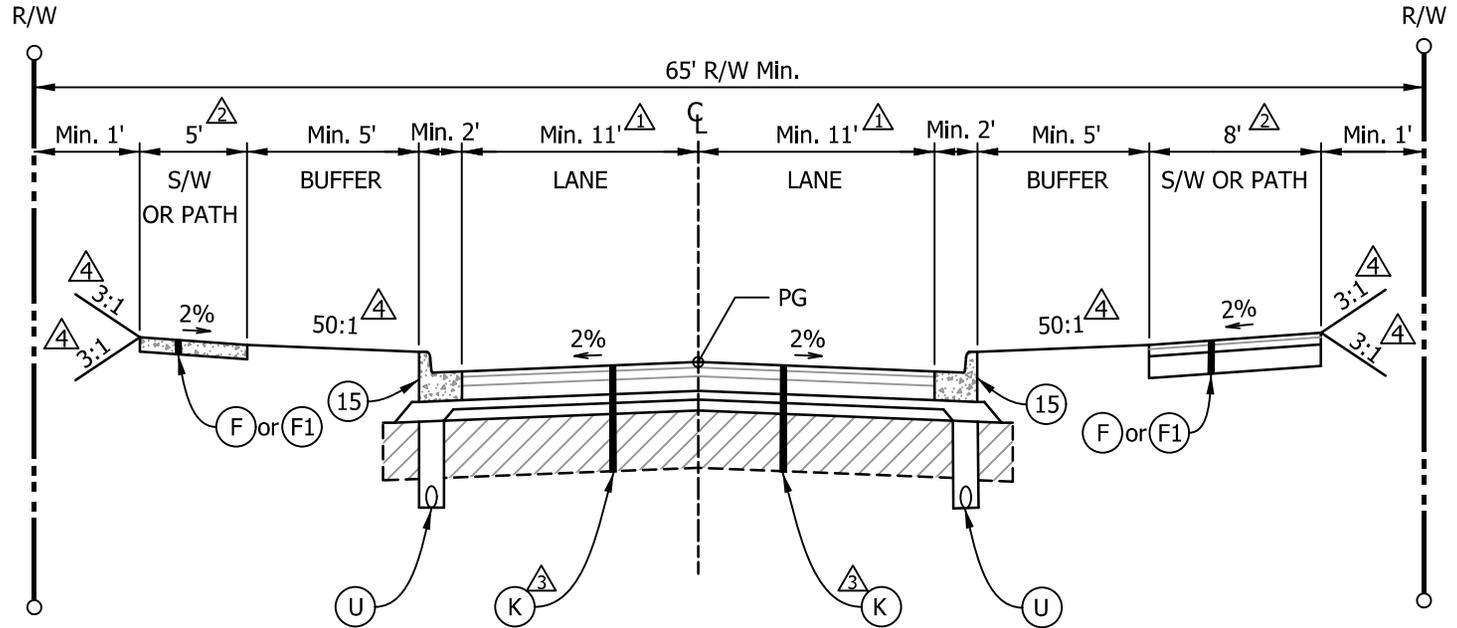
SHEET 1 OF 1

SCALE: NO SCALE



TYPICAL URBAN MINOR COLLECTOR STREET CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT



LEGEND:

- (F) Concrete Sidewalk - See STD Drawing MC-602-001
- (F1) HMA Path - See STD Drawing MC-602-002
 1.5" HMA Surface, 9.5mm On
 2.5" HMA Intermediate, 19.0mm On
 6.0" Compacted Aggregate, No. 53 On
 Typ. INDOT Subgrade Treatment Type III
- (K) 1.5" HMA Surface, 9.5mm, Type B, On
 2.5" HMA Intermediate, 19.0mm, Type B, On
 4.0" HMA Base, 25.0mm, Type B, On
 2.5" HMA Intermediate OG, 19.0mm, Type B, On
 3.0" HMA Base, 19.0mm, Type B, On
 INDOT Subgrade Treatment, IBC or IC
- (U) Underdrain (Typ.) - See STD Drawing MC-401-001
- (15) Concrete Curb And Gutter - See STD Drawing MC-601-001

NOTES:

- △1 See Morgan County Thoroughfare Plan;
 2 Lane Roadway - 1 x 11' Lane Each Direction (Min.)
 Addition Of Optional Bike Lane - 4'
 Addition Of Optional Parking Lane - 9' (Min.)
- △2 See Morgan County Thoroughfare Plan;
 Both Sides Require 5' Sidewalk Or 8' - 12' Multi-use Path
- △3 Tack Coat To Be Applied Between Pavement Lifts And On
 All Vertical Surfaces
- △4 Foreslopes And Backslopes Shall Be In Accordance
 With Clear Zone Requirements Set Forth By
 INDOT Design Manual (Current Edition)

STANDARD DRAWING

NO. MC-400-006

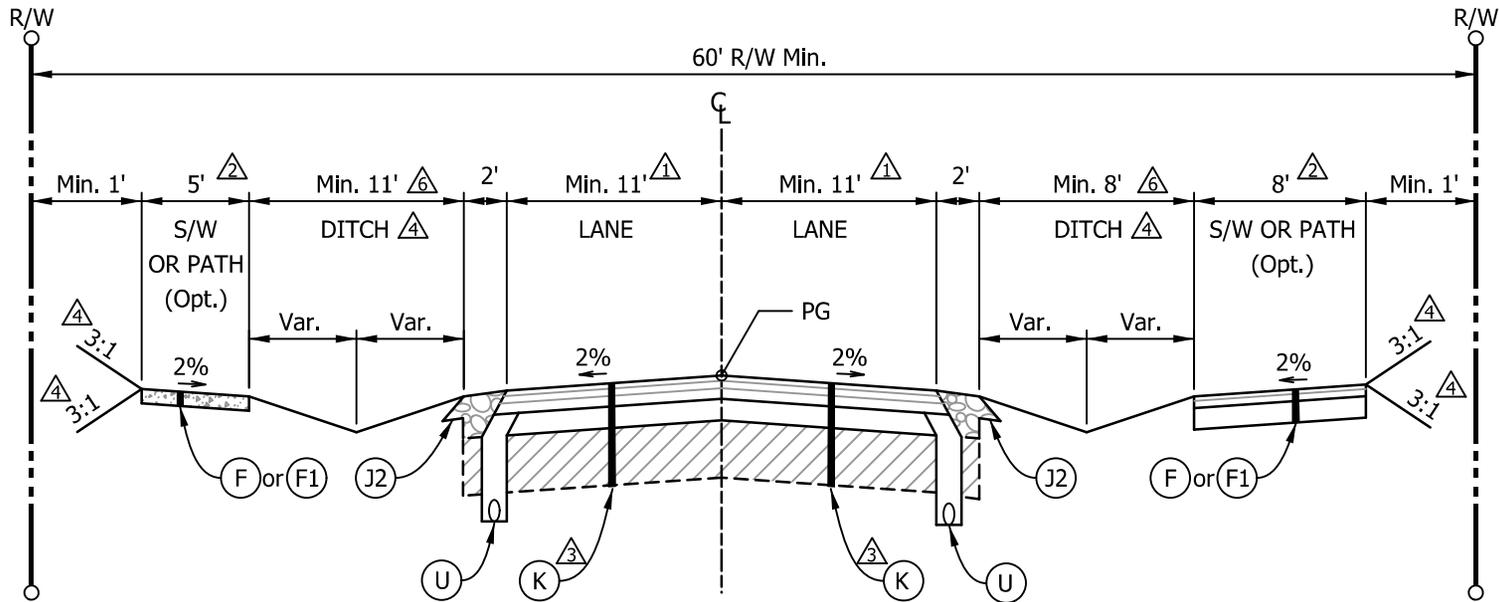
SHEET 1 OF 1

SCALE: NO SCALE



TYPICAL RURAL LOCAL STREET/RESIDENTIAL FEEDER CROSS SECTION

MORGAN COUNTY HIGHWAY DEPARTMENT



LEGEND:

(F) Concrete Sidewalk - See STD Drawing MC-602-001

(F1) HMA Path - See STD Drawing MC-602-002
 1.5" HMA Surface, 9.5mm On
 2.5" HMA Intermediate, 19.0mm On
 6.0" Compacted Aggregate, No. 53 On
 Typ. INDOT Subgrade Treatment Type III

Pavement Layer	Local Streets		Residential Feeder
	Local Streets	Residential Feeder	
HMA Surface, 9.5mm, Type B	1.5"	1.5"	
HMA Intermediate, 12.5mm, Type B	2.0"	2.5"	
HMA Base, 19.0mm, Type B	3.0"	4.0"	
HMA Intermediate OG, 19.0mm, Type B	-	-	
Compacted Aggregate No. 53	6.0"	8.0"	
INDOT Subgrade Treatment, IBC or IC	Yes	Yes	

(J2) 6.0" Compacted Aggregate Shoulder

(U) Underdrain (Typ.) - See STD Drawing MC-401-001

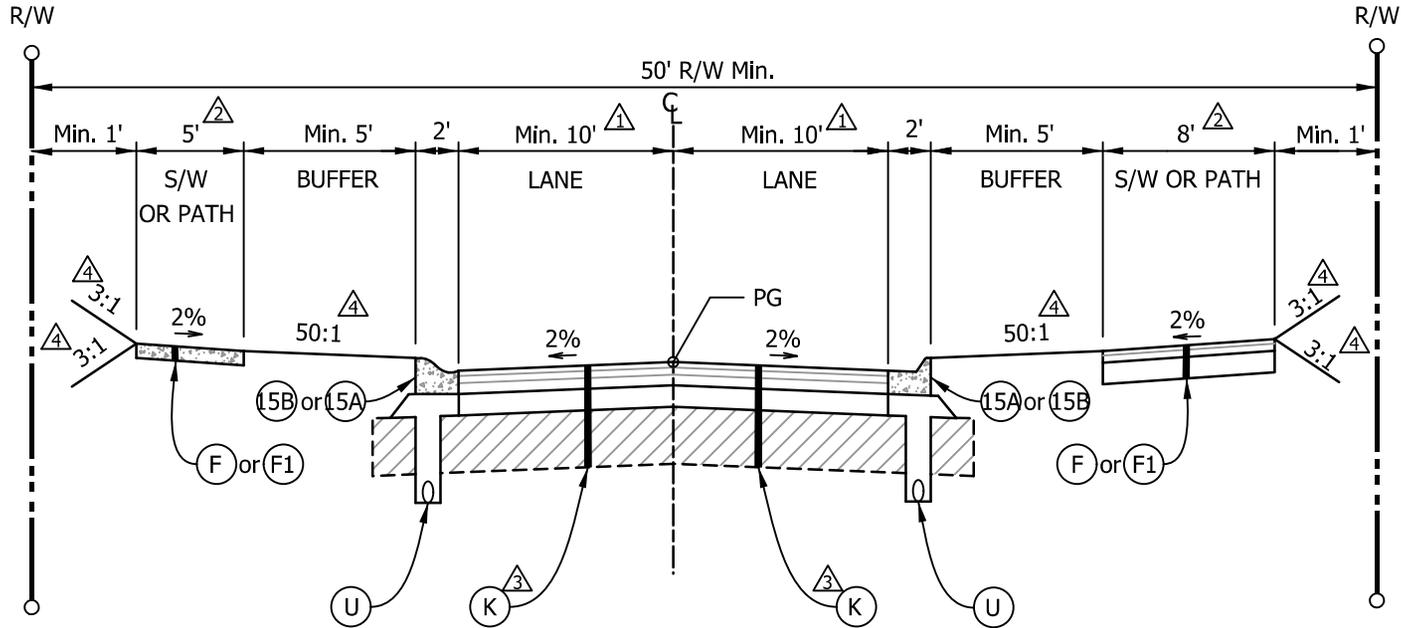
NOTES:

- △ See Morgan County Thoroughfare Plan; 2 Lane Roadway - 1 x 11' Lane Each Direction (Min.)
- △ See Morgan County Thoroughfare Plan; Both Sides Optional 5' Sidewalk Or 8' - 12' Multi-use Path
- △ Tack Coat To Be Applied Between Pavement Lifts And On All Vertical Surfaces
- △ Foreslopes And Backslopes Shall Be In Accordance With Clear Zone Requirements Set Forth By INDOT Design Manual (Current Edition)
- 5. For Safety Edge Details, See STD Drawing MC-403-002
- △ Ditch Shall Be 11' Where Sidewalks Are Used And 6'-8' Where Path Is Used To Utilize Full 1/2 R\W Width



MORGAN COUNTY HIGHWAY DEPARTMENT
TYPICAL URBAN LOCAL STREET/RESIDENTIAL FEEDER CROSS SECTION

STANDARD DRAWING
 NO. MC-400-008
 SHEET 1 OF 1
 SCALE: NO SCALE



LEGEND:

(F) Concrete Sidewalk - See STD Drawing MC-602-001

(F1) HMA Path - See STD Drawing MC-602-002
 1.5" HMA Surface, 9.5mm On
 2.5" HMA Intermediate, 19.0mm On
 6.0" Compacted Aggregate, No. 53 On
 Typ. INDOT Subgrade Treatment Type III

Pavement Layer	Local Streets	Residential Feeder
HMA Surface, 9.5mm, Type B	1.5"	1.5"
HMA Intermediate, 12.5mm, Type B	2.0"	2.5"
HMA Base, 19.0mm, Type B	3.0"	2.5"
HMA Intermediate OG, 19.0mm, Type B	-	2.0"
Compacted Aggregate No. 53	6.0"	8.0"
INDOT Subgrade Treatment, IBC or IC	Yes	Yes

(U) Underdrain (Typ.) - See STD Drawing MC-401-001

(15A) Mountable Concrete Curb And Gutter (Typ.) - See STD Drawing MC-601-001 Local Streets Only

(15B) Rolled Curb (Typ.) - See STD Drawing MC-601-001 Subdivision Only

NOTES:

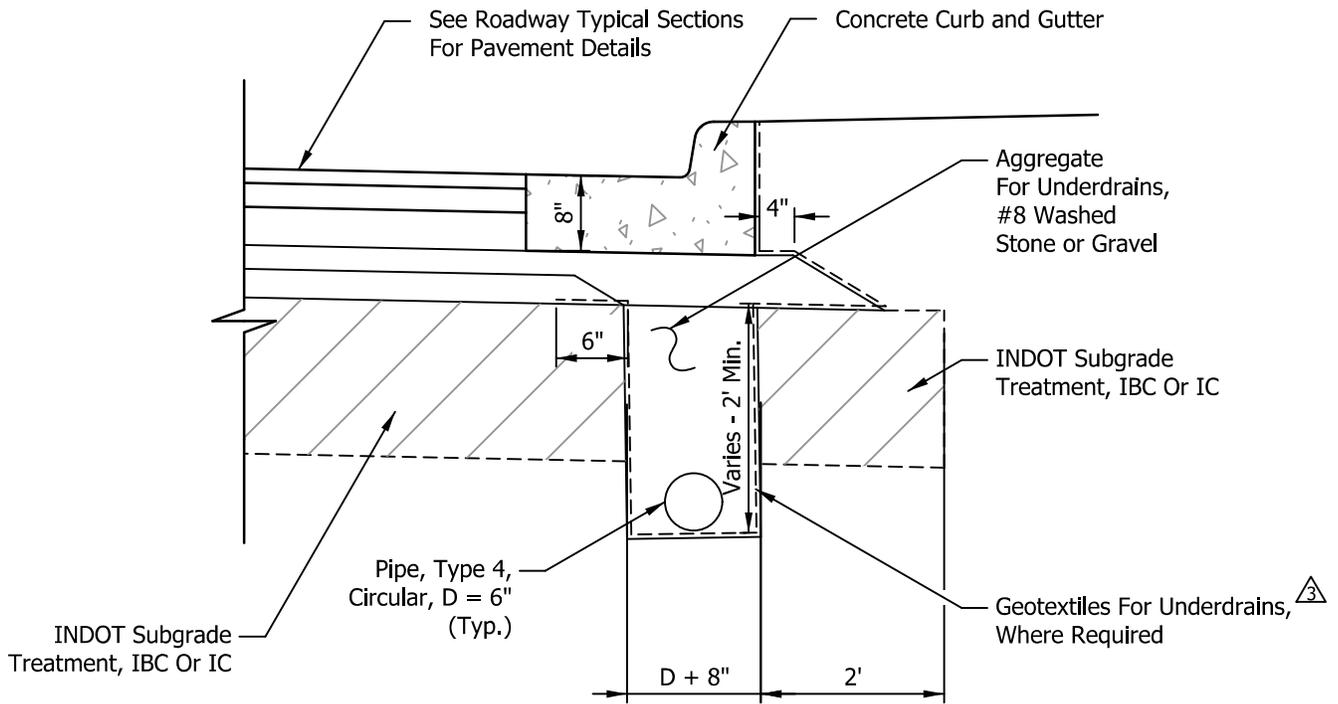
△ See Morgan County Thoroughfare Plan;
 2 Lane Roadway - 1 x 10' Lane Each Direction (Min.)
 Addition Of Optional Bike Lane - 4'
 Addition Of Optional Parking Lane - 9' (Min.)

△ See Morgan County Thoroughfare Plan;
 Both Sides Required 5' Sidewalk Or 8' - 12' Multi-use Path

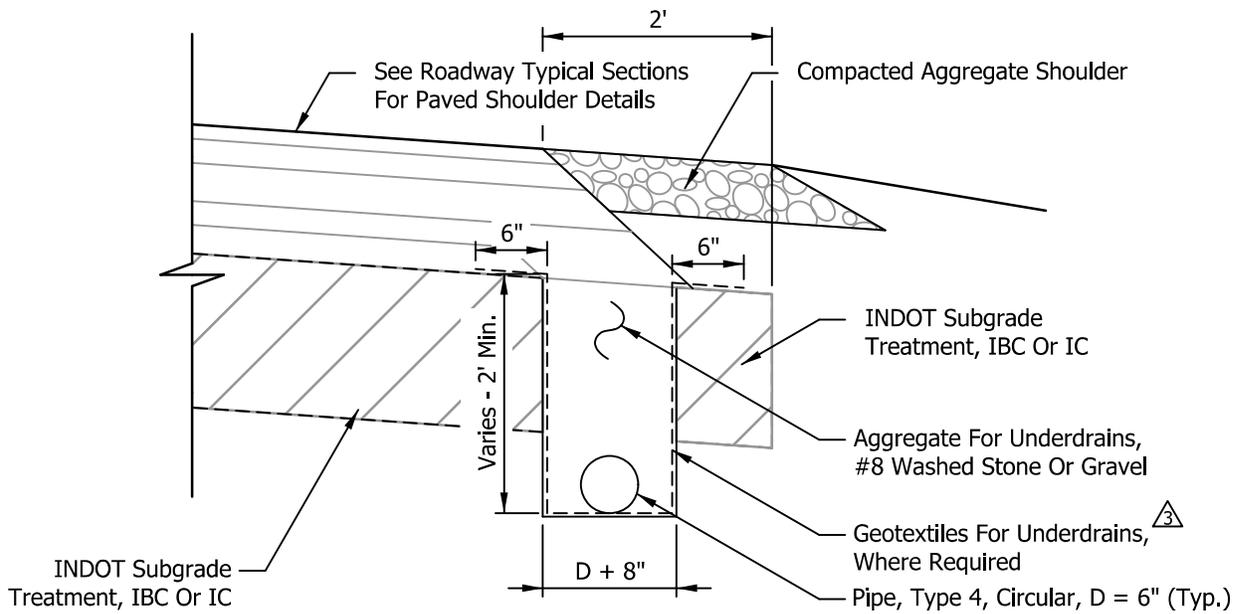
△ Tack Coat To Be Applied Between Pavement Lifts And On All Vertical Surfaces

△ Foreslopes And Backslopes Shall Be In Accordance With Clear Zone Requirements Set Forth By INDOT Design Manual (Current Edition)

11/14/2013 07:14 AM I:\140051-Morgan Co. Standards\09Road\04 Design Files\02 DGN\Plans\40051\401-001_MC_UnderDrain Detail.dgn



CURB AND GUTTER UNDERDRAIN DETAIL



PAVED SHOULDER UNDERDRAIN DETAIL

NOTES:

1. Underdrain Outlets To Be Connected To Existing/Proposed Storm System Or Roadside Ditches As Approved By Morgan County Highway Engineer

2. No Blind Taps Into Storm System Permitted

△ Per INDOT Standard Specifications

MORGAN COUNTY HIGHWAY DEPARTMENT



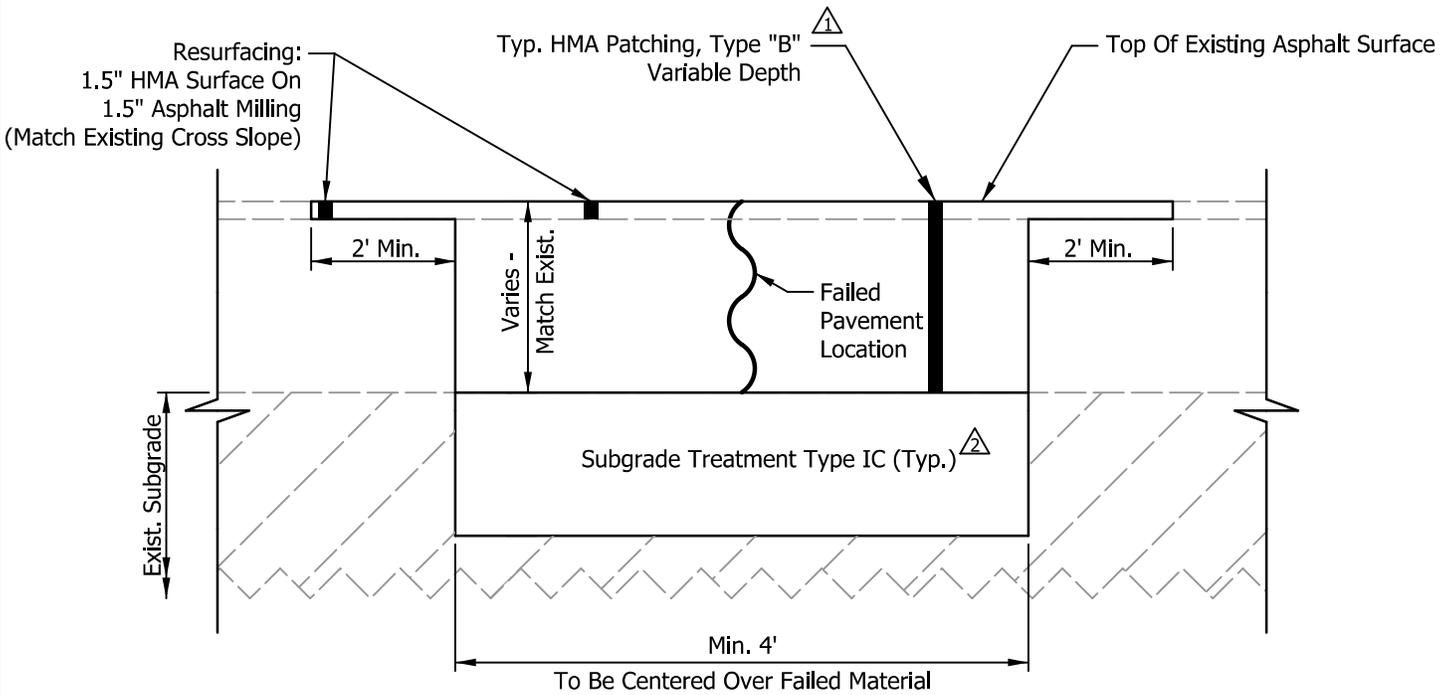
TYPICAL UNDERDRAIN DETAILS

STANDARD DRAWING

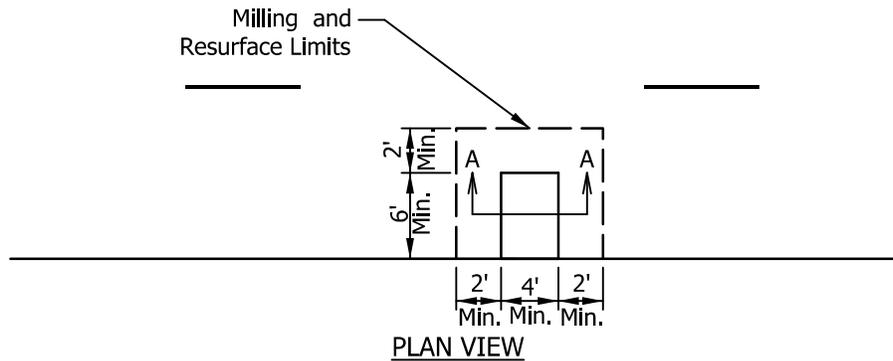
NO. MC-401-001

SHEET 1 OF 1

SCALE: NO SCALE



SECTION A-A



PLAN VIEW

△ Typ. HMA Patching To Consist Of:
 1.5" HMA Surface, 9.5mm Type B on
 1.5" Surface Milling, on
 Variable Depth HMA Base, 25.0mm, Type B
 As Needed To Match Existing Mainline Pavement Thickness
 Mill And Remove Existing Pavement - Clean Break Required
 Place Patch Prior To Milling And Resurfacing

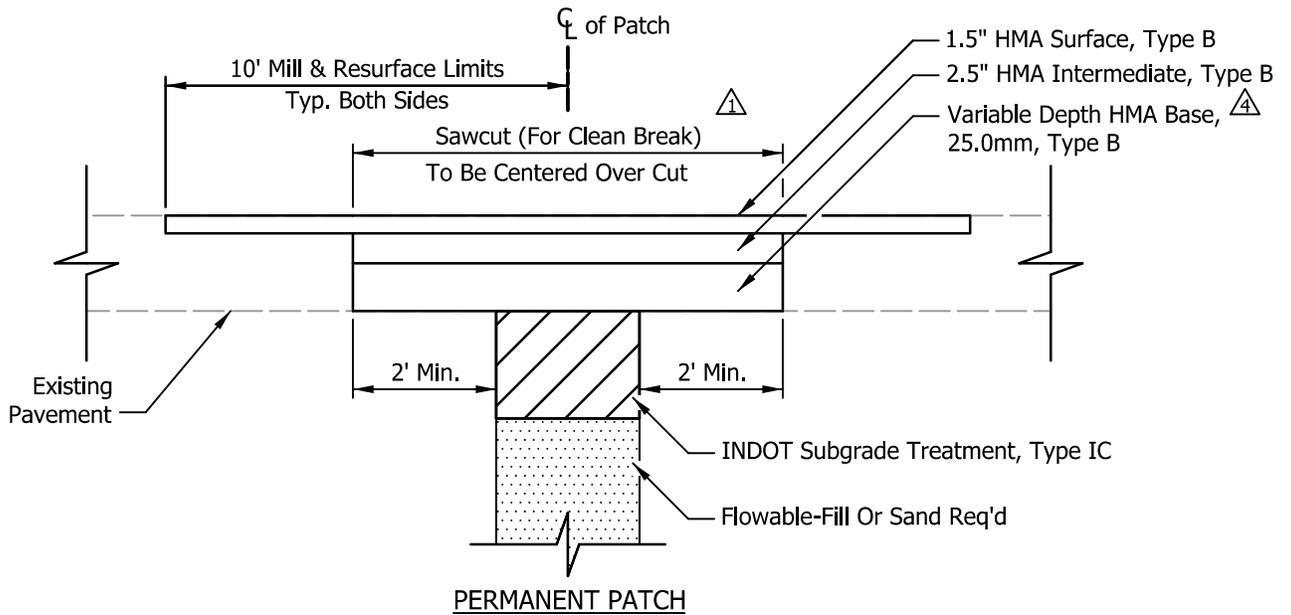
△ INDOT Subgrade Treatment Type IC May Be Substituted With The Following;
 Excavate And Replace 12" Of The Subgrade With Flowable - Fill

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL FULL DEPTH PATCH DETAIL

STANDARD DRAWING
NO. MC-402-001
SHEET 1 OF 1
SCALE: NO SCALE

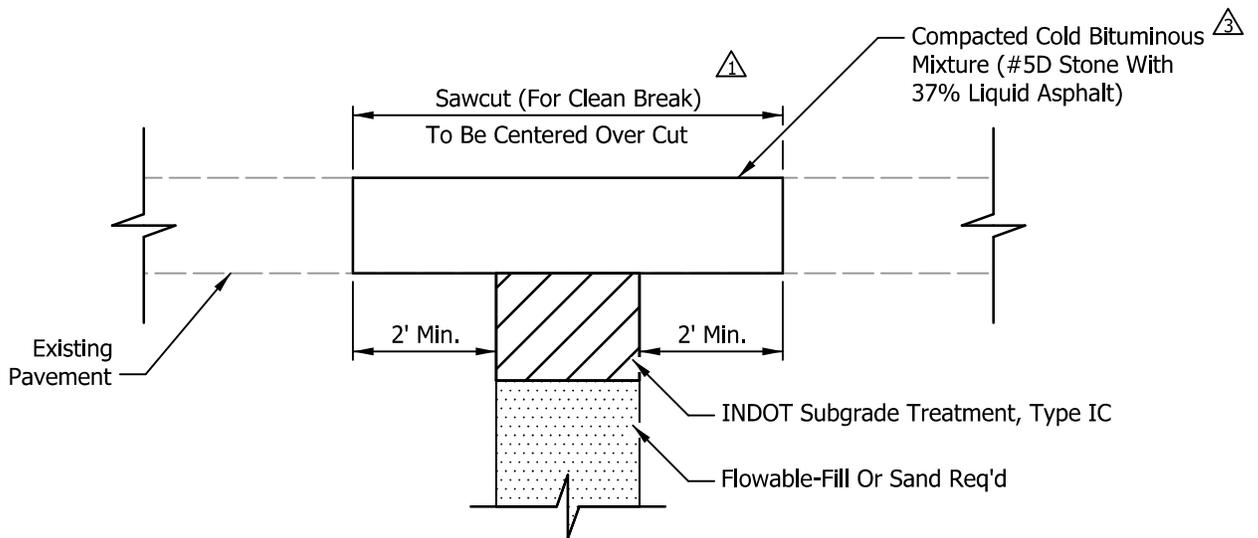




PERMANENT PATCH

NOTES:

- 1. Saw Cut And Remove Existing Pavement - Clean Break Required
- 2. Contractor Shall Mill (1.5") Existing Pavement 10' In Each Direction From Trench Centerline From Edge Of Pavement To Edge Of Pavement, Replace With 1.5" HMA Surface, 9.5mm, And Appropriate Pavement Markings.
- 3. The Existing Vertical Edge Of Pavement Is To Be Tack Coated Prior To The Placement Of New Asphalt.
- 4. Base Layer Thickness Determined By Roadway Classification Or Existing Pavement Thickness.



TEMPORARY PATCH (FROM NOV. 10 - APRIL 15)

NOTES:

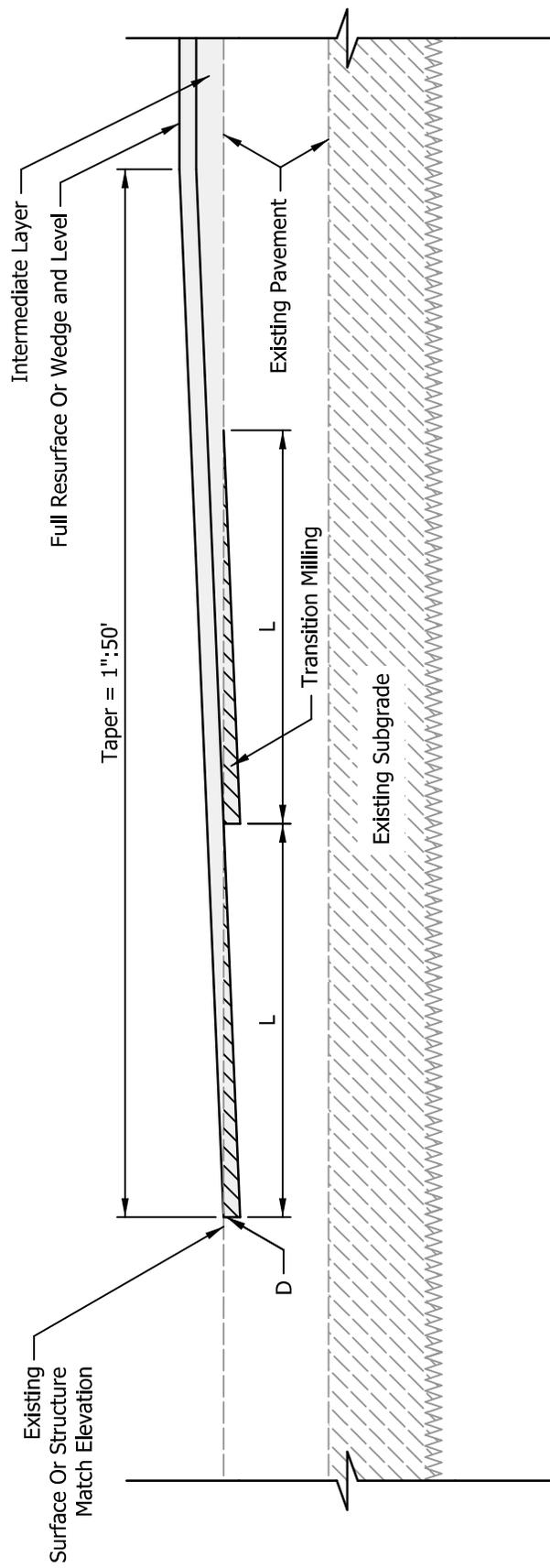
- 1. Saw Cut And Remove Existing Pavement - Clean Break Required
- 2. The Existing Vertical Edge Of Pavement Is To Be Tack Coated Prior To The Placement Of New Asphalt.
- 3. Thickness Determined By Roadway Classification Or Existing Pavement Thickness.

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL HMA ROAD CUT PATCH DETAIL

STANDARD DRAWING
NO. MC-402-002
SHEET 1 OF 1
SCALE: NO SCALE





D = 1.5" or 2 times the maximum particle size of HMA course

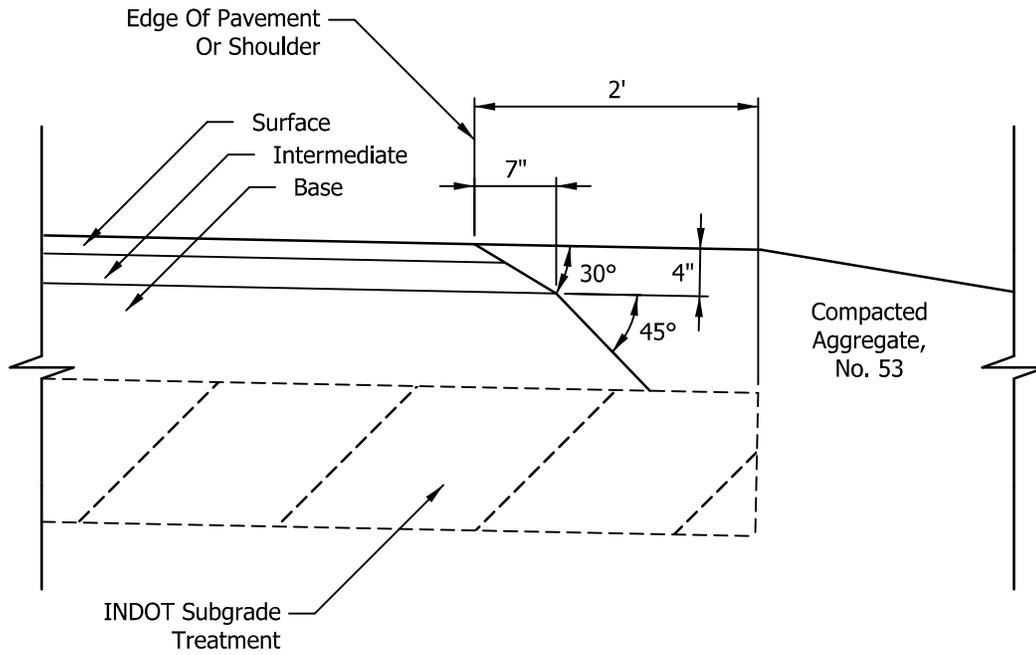
L = D x 60

MORGAN COUNTY HIGHWAY DEPARTMENT

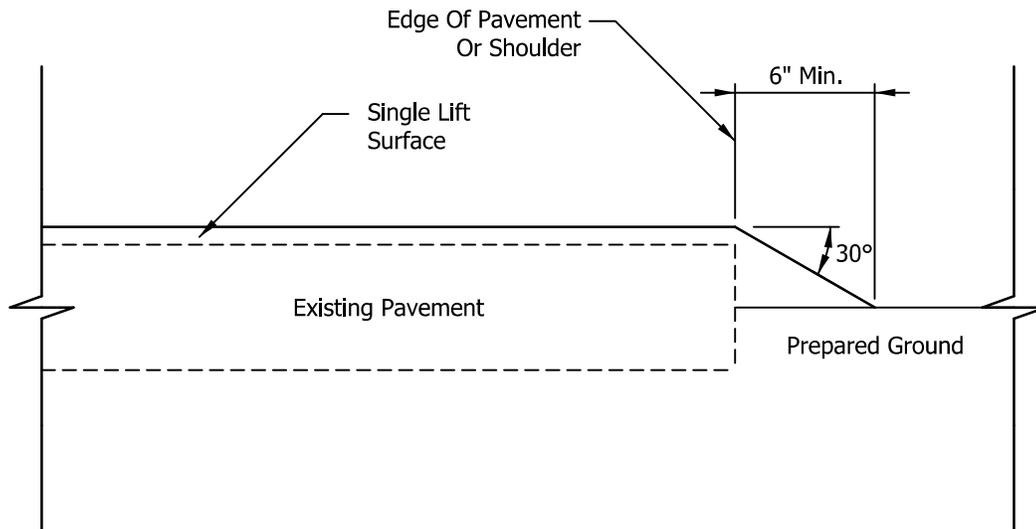
TYPICAL TERMINUS TRANSITION



STANDARD DRAWING
NO. MC-403-001
SHEET 1 OF 1
SCALE: NO SCALE



HMA SAFETY EDGE



SINGLE LIFT SURFACE SAFETY EDGE

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL SAFETY EDGE DETAILS



STANDARD DRAWING

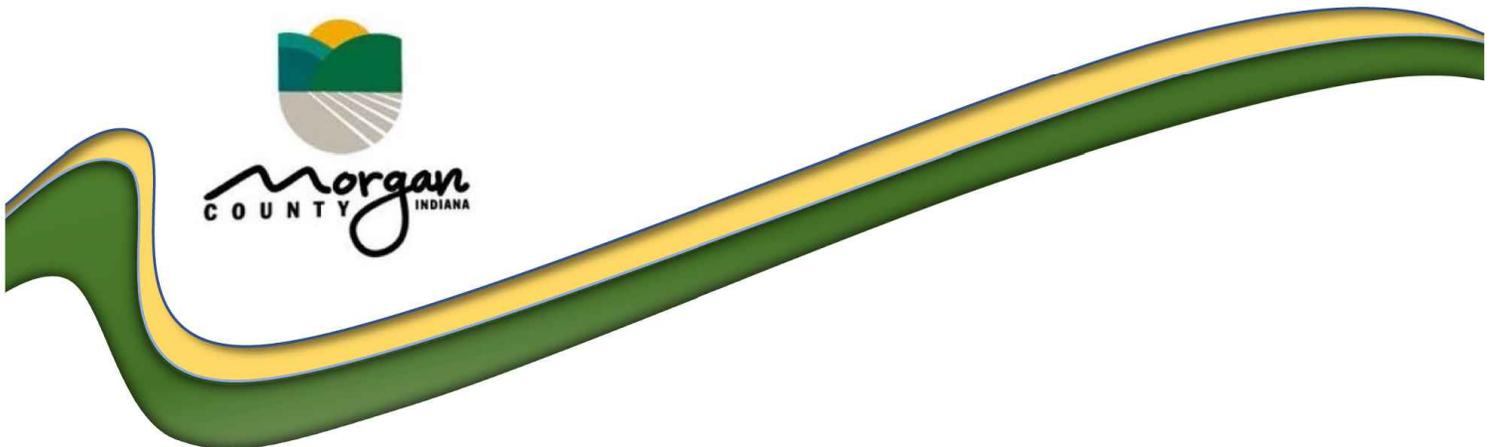
NO. MC-403-002

SHEET 1 OF 1

SCALE: NO SCALE

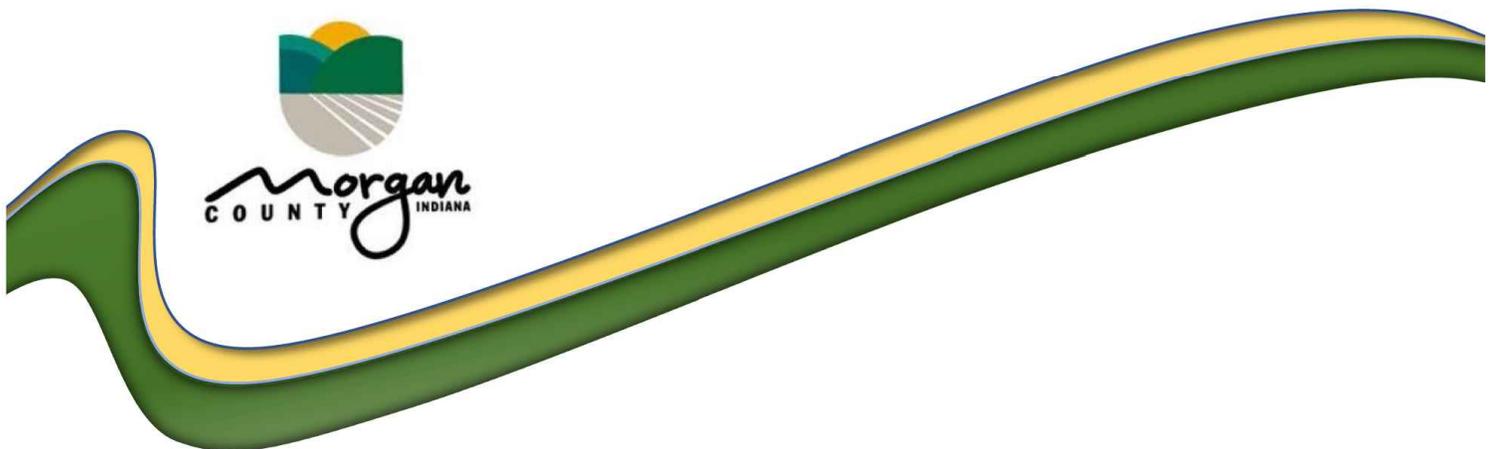
INDEX OF MORGAN COUNTY STANDARDS
500 SERIES STANDARD DRAWINGS
CONCRETE PAVEMENTS

NOT USED

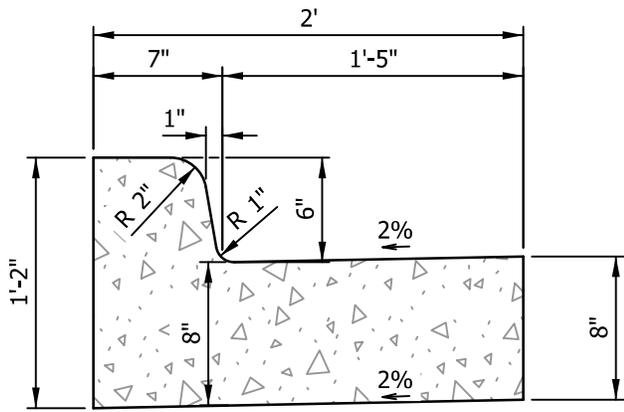


INDEX OF MORGAN COUNTY STANDARDS
600 SERIES STANDARD DRAWINGS
INCIDENTAL CONSTRUCTION

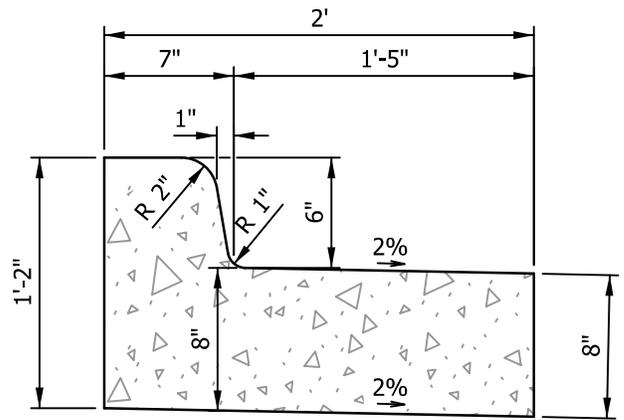
Typical Concrete Curb and Gutter and Concrete Curb	MC-601-001
Typical Concrete Curb and Gutter(Continued).....	MC-601-002
Typical Concrete Sidewalk Detail	MC-602-001
Typical HMA Multi-Use Path.....	MC-602-002
Typical Subdivision Residential Drive.....	MC-603-001
Typical Urban Commercial Drive.....	MC-603-002
Typical Field Entrance.....	MC-603-003
Typical Rural Residential Drive.....	MC-603-004
Typical Rural Commercial Drive.....	MC-603-005
Typical Subdivision Entrance.....	MC-603-006
Typical Acceleration/Deceleration Lane.....	MC-603-007
Typical Mailbox Approach.....	MC-603-008
Typical Culvert Detail With Open Ditches.....	MC-603-009
Typical Cul-De-Sac.....	MC-604-001
Typical Temporary Cul-De-Sac.....	MC-604-002



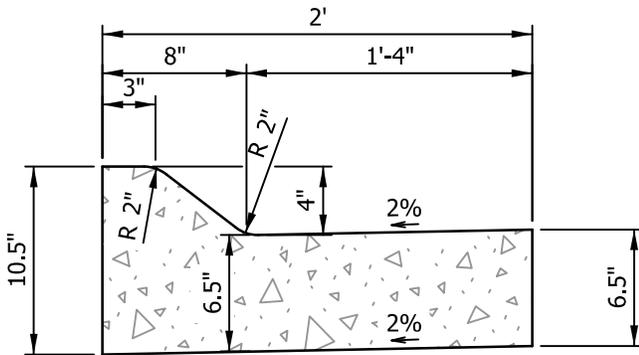
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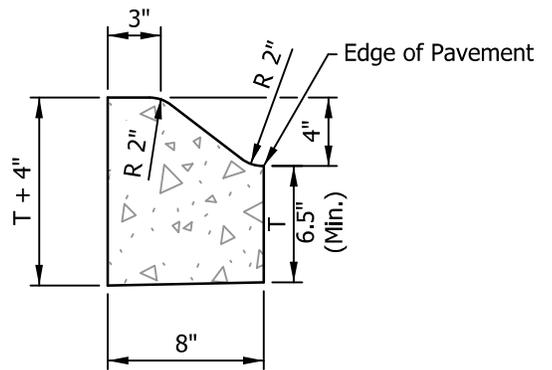
**CONCRETE CURB AND GUTTER
STANDARD (Typ.)**



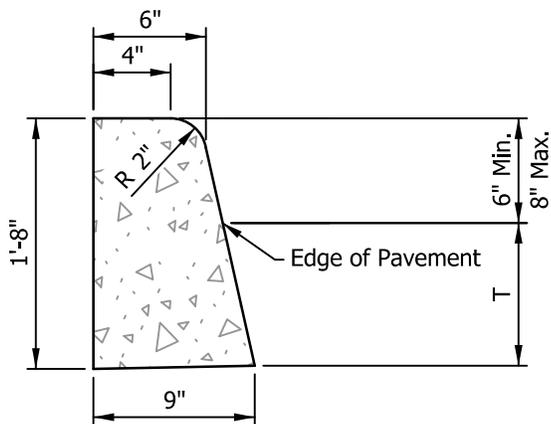
**CONCRETE CURB AND GUTTER
MODIFIED (Typ.)**



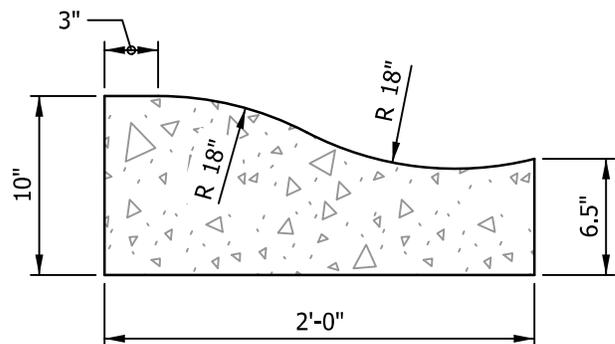
**CONCRETE CURB AND GUTTER
MOUNTABLE (Typ.)**



**CONCRETE CURB
MOUNTABLE**



**CONCRETE CURB
BARRIER**



ROLLED CURB

NOTES

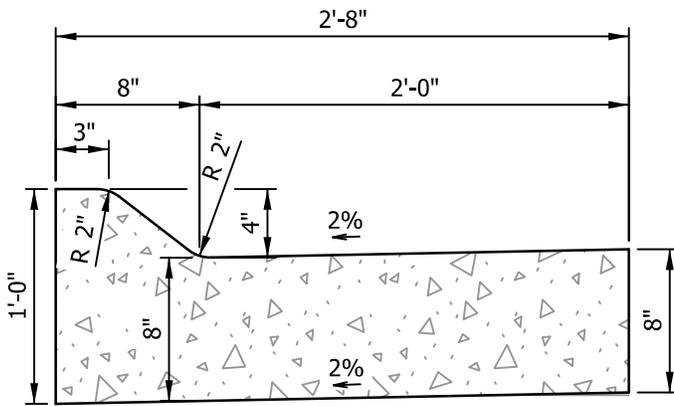
T = Nominal Pavement Thickness

MORGAN COUNTY HIGHWAY DEPARTMENT

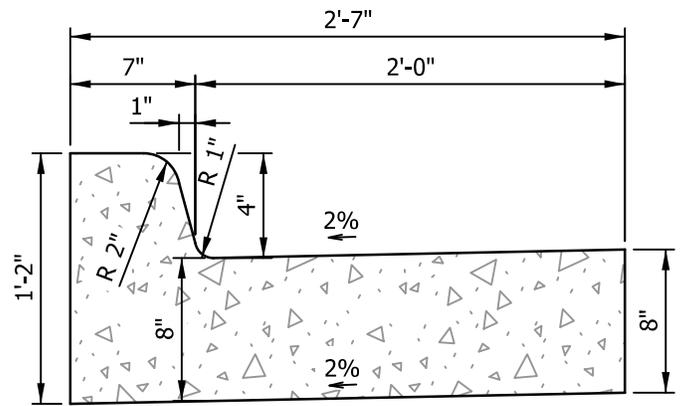


**CONCRETE CURB AND GUTTER
AND CURB**

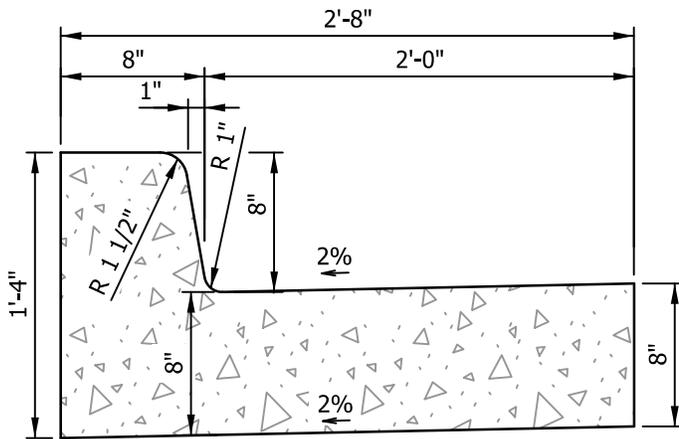
STANDARD DRAWING
NO. MC-601-001
SHEET 1 OF 1
SCALE: NO SCALE



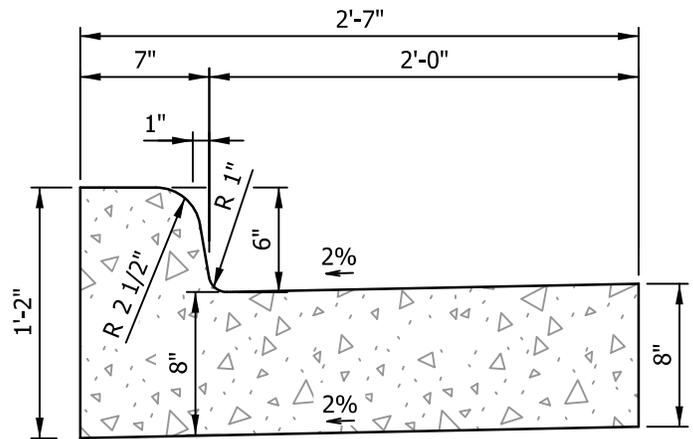
**COMBINED CONCRETE CURB
AND GUTTER, TYPE B
(SLOPING)**



**COMBINED CONCRETE CURB
AND GUTTER
(VERTICAL)**



**COMBINED CONCRETE CURB
AND GUTTER, TYPE C
(VERTICAL)**



**MONOLITHIC CURB
(VERTICAL)**

MORGAN COUNTY HIGHWAY DEPARTMENT



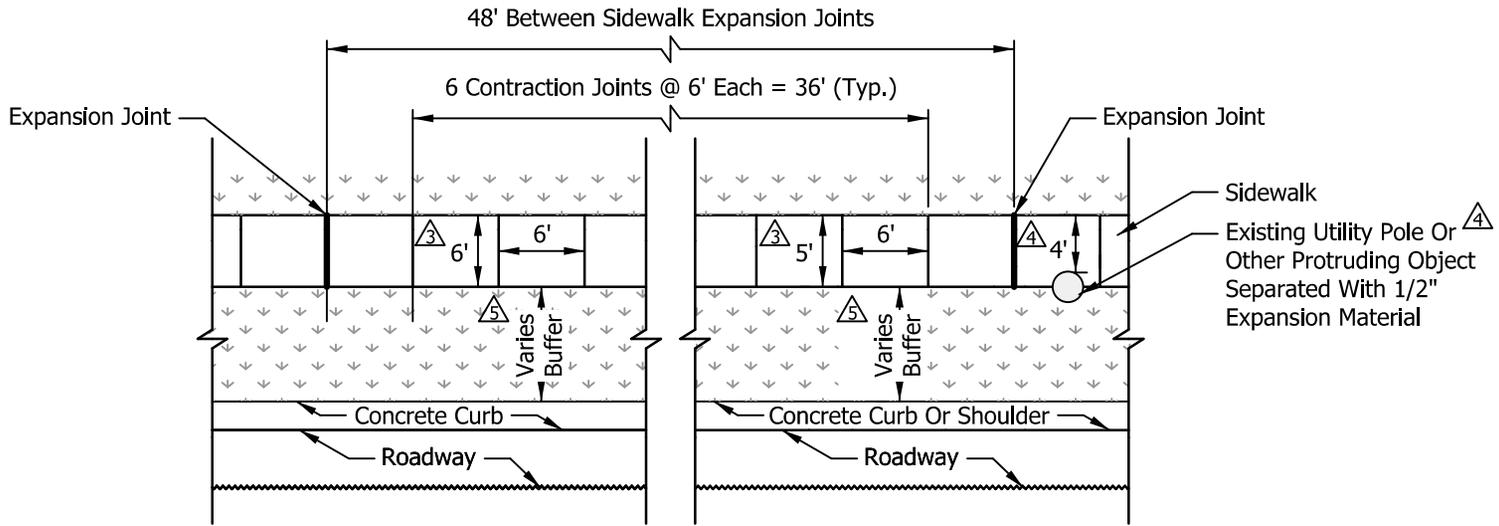
**CONCRETE CURB AND GUTTER
AND CURB (CONTINUED)**

STANDARD DRAWING
NO. MC-601-002
SHEET 1 OF 1
SCALE: NO SCALE



TYPICAL CONCRETE SIDEWALK

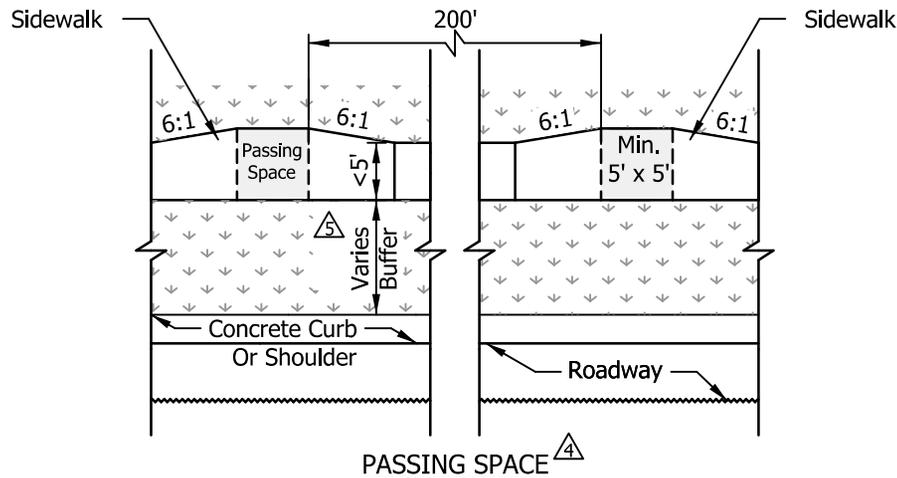
MORGAN COUNTY HIGHWAY DEPARTMENT



SIDEWALK PLAN VIEW

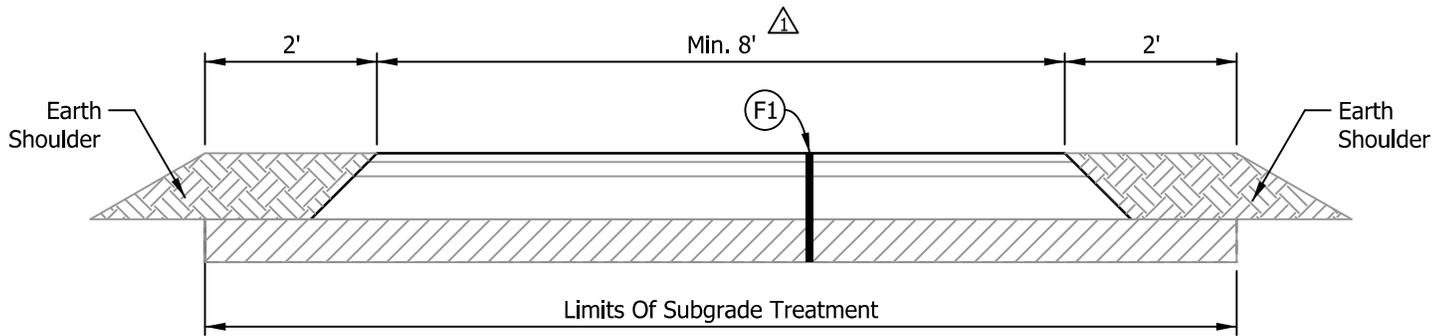
NOTES:

1. All Slopes Are Absolute Rather Than Relative To The Sidewalk Or Roadway Grade And Are Given As Maximums. Slopes At Least 0.50% Less Than The Maximum Are Preferred.
 2. The Grade Of The Sidewalk Is Measured In The Direction Of Pedestrian Travel And Shall Not Exceed The Grade Of The Adjacent Roadway. The Cross Slope Is Measured Perpendicular To The Direction Of Pedestrian Travel And Shall Not Exceed 2.00%
- △3 Where There Is A Buffer Between The Sidewalk And The Curb, The Preferred Minimum Sidewalk Clear Width Is 5'. Where There Is No Buffer Between The Sidewalk And The Curb, The Preferred Minimum Sidewalk Width Is 6'.
- △4 A 4' Minimum Clear Width Shall Be Provided Adjacent To Street Furniture, Mailbox, Utility Pole, Or Other Protruding Object. Where The Sidewalk Clear Width Is Less Than 5', A Passing Space With Dimensions Of 5' X 5' Shall Be Provided At 200' Intervals
- △5 See Roadway Typical Sections for Dimensions



LEGEND:

- (F) 4" Sidewalk, Concrete On
4" Compacted Aggregate No. 53



LEGEND:

NOTES:

- (F1) 1.5" HMA Surface, 9.5mm On
- 2.5" HMA Intermediate, 19.0mm On
- 6.0" Compacted Aggregate. No. 53 On
- Typ. INDOT Subgrade Treatment Type III

- △ Width Varies, Typ. 8' - 12'
- Cross Slope Varies, Typ. Max. 2.0% (1.5% Desired)

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL HMA MULTI-USE PATH



STANDARD DRAWING
NO. MC-602-002
SHEET 1 OF 1
SCALE: NO SCALE

See Latest Version Of INDOT
Standard Drawing For Class I Drive

11/11/2013 9:07:30 AM I:\140051-Morgan Co. Standards\09Road\04 Design Files\02 DGN\Plans\600s\603-001_MC_Res Drive_Sht_Typical.dgn

MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL SUBDIVISION RESIDENTIAL DRIVEWAY

STANDARD DRAWING

NO. MC-603-001

SHEET 1 OF 1

SCALE: NO SCALE

See Latest Version Of INDOT
Standard Drawing For Class III Drive

11/14/2013 9:07:32 AM I:\140051-Morgan Co. Standards\09Road\04 Design files\02 DGN\Plans\600s\603-002_MC_Commercial Drive_Sht_Typical.dgn

MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL URBAN COMMERCIAL DRIVEWAY

STANDARD DRAWING

NO. MC-603-002

SHEET 1 OF 1

SCALE: NO SCALE

See Latest Version Of INDOT
Standard Drawing For Class V Drive

11/14/2013 9:07:33 AM I:\140051-Morgan Co. Standards\09Road\04 Design files\02 DGN\Plans\600s\603-003_MC_Field Drive_Sht_Typical.dgn

MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL FIELD ENTRANCE

STANDARD DRAWING

NO. MC-603-003

SHEET 1 OF 1

SCALE: NO SCALE

See Latest Version Of INDOT
Standard Drawing For Class II Drive

11/11/2013 9:07:34 AM I:\140051-Morgan Co. Standards\09Road\04 Design files\02 DGN\Plans\600s\603-004_MC_Rural Res Drive_Sht_Typical.dgn

MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL RURAL RESIDENTIAL DRIVEWAY

STANDARD DRAWING

NO. MC-603-004

SHEET 1 OF 1

SCALE: NO SCALE

See Latest Version Of INDOT
Standard Drawing For Class IV Drive

11/11/2013 9:07:36 AM I:\140051-Morgan Co. Standards\09Road\04 Design files\02 DGN\Plans\6005\603-005_MC_Rural Commercial Drive_Sht_Typical.dgn

MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL RURAL COMMERCIAL DRIVEWAY

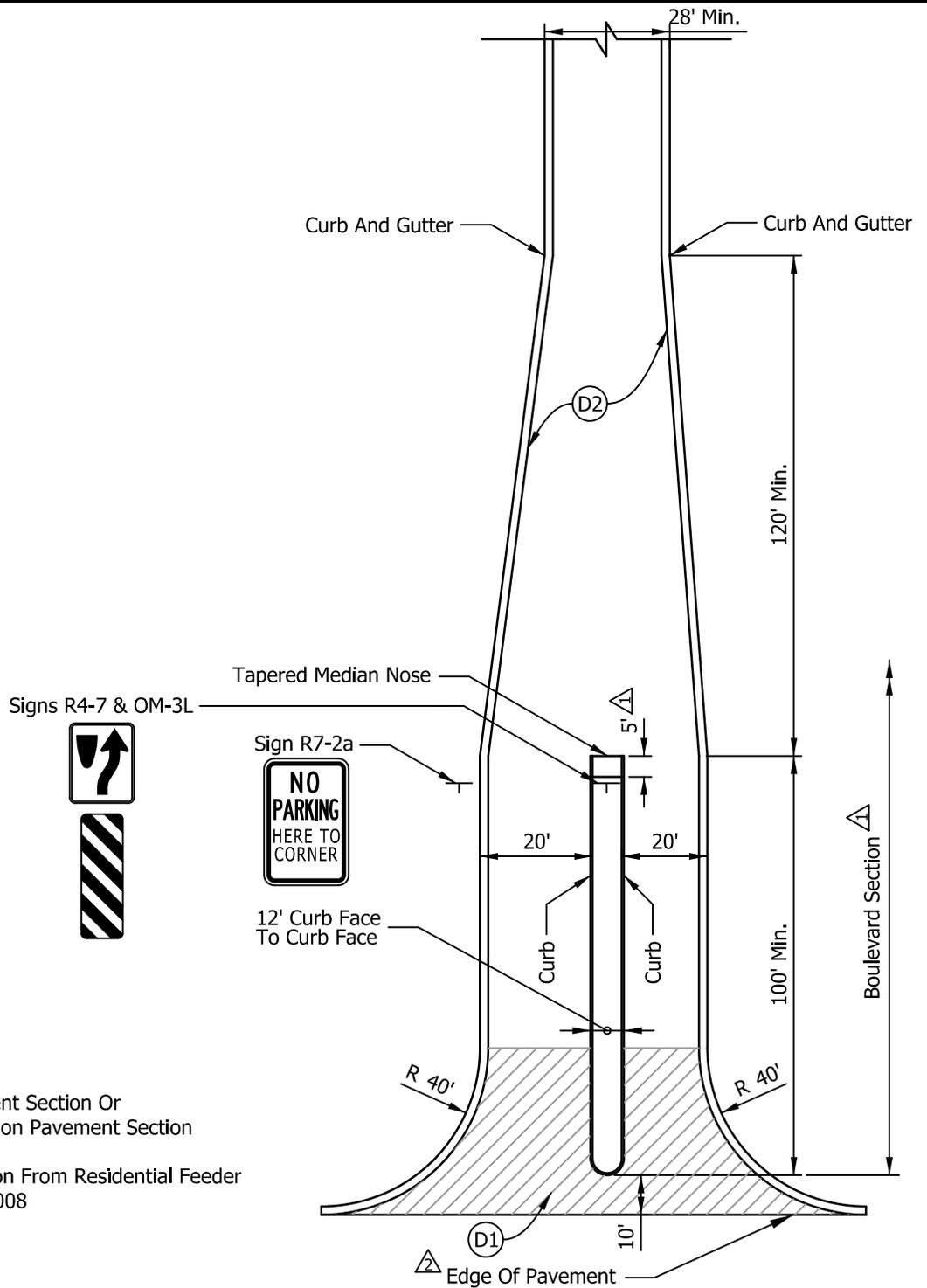
STANDARD DRAWING

NO. MC-603-005

SHEET 1 OF 1

SCALE: NO SCALE

11/14/2013 9:07:37 AM I:\P\140051-Morgan Co. Standards\09Road\04 Design Files\02 DGN\Plans\6005\603-006_MC_Sub Div Entrance_Sht_Typical.dgn



LEGEND:

- (D1) Match Existing Pavement Section Or Acceleration/Deceleration Pavement Section
- (D2) Match Pavement Section From Residential Feeder STD Drawing MC-400-008

NOTES:

- A For Boulevard Sections, Continue Median Section; Maximum Length Between Breaks In Medians Shall Be 600' Minimum Length Between Islands Shall Be 30'
- A For Major Subdivisions, Acceleration/Deceleration Taper To Be Used To Tie Into Existing, See STD Drawing Sheet Name
- 3. Vegetation Shall Not Obstruction Sight Line
- 4. All Sign Posts Shall Be Mounted On Breakaway Anchors.

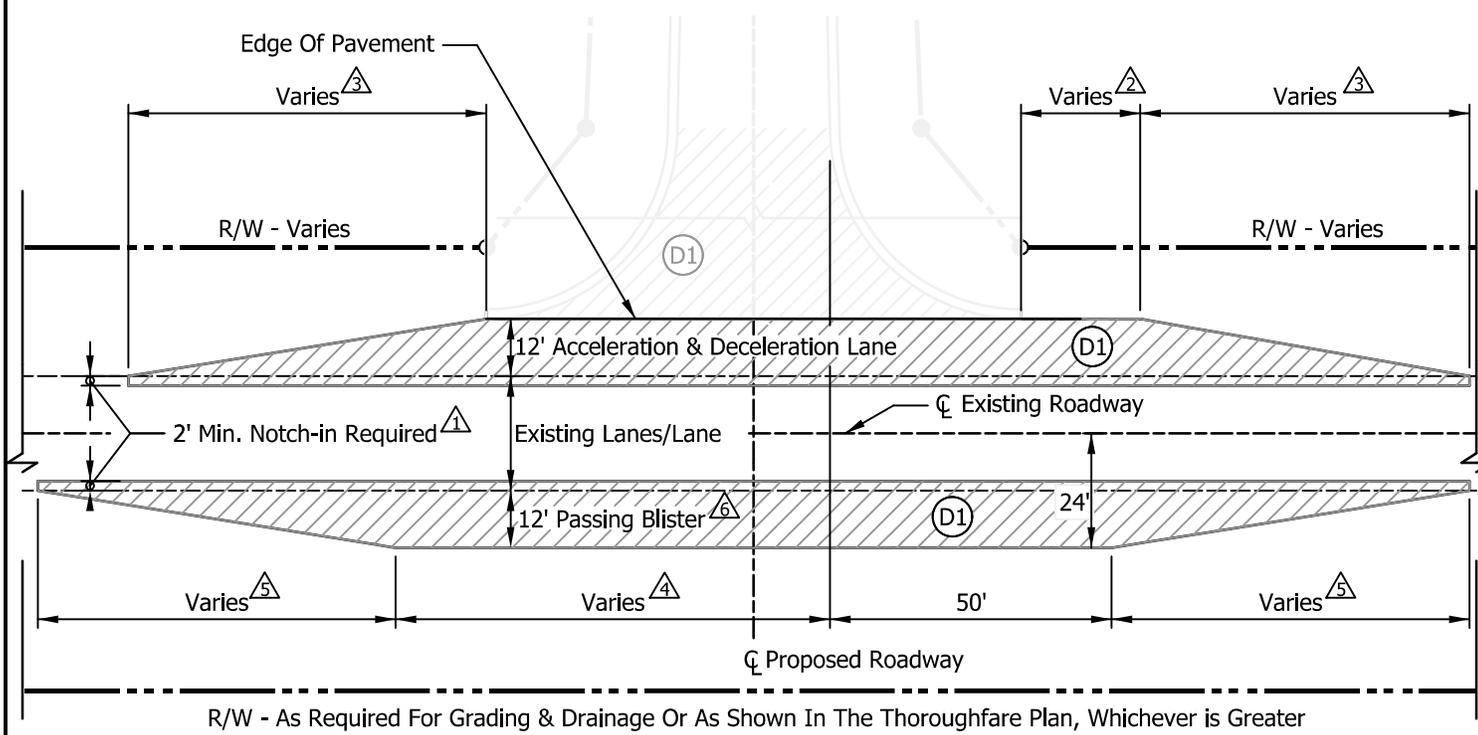
MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL SUBDIVISION ENTRANCE

STANDARD DRAWING
NO. MC-603-006
SHEET 1 OF 1
SCALE: NO SCALE

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NOTES:

- 1 Acceleration/Deceleration & Passing Blister To Be Notched Into Existing Pavement With A Minimum Of 2' Clean Saw Cut Edge
- 2 Deceleration Tangent See Table
- 3 Acceleration/Deceleration Taper See Table
- 4 Passing Blister Variable Tangent See Table
- 5 Passing Blister Tapers See Table
- 6 Passing Blisters Required When Deemed Necessary By The County Engineer
- 7. Construction Plans Shall Include Centerline Profile Of The Existing Road Being Intersected By The Proposed Road. The Profile Shall Extend A Minimum Of 500' From The Entrance Centerline In Each Direction.

Accel And Decel Dimension		
Speed (MPH)	2	3
30 Or Less	75'	125'
Greater Than 30 & Less Than 50	100'	150'
Greater Than 50	100'	200'

Passing Blister Dimension		
Speed (MPH)	4	5
30 Or Less	150'	150'
Greater Than 30 & Less Than 50	150'	200'
Greater Than 50	200'	300'

LEGEND:

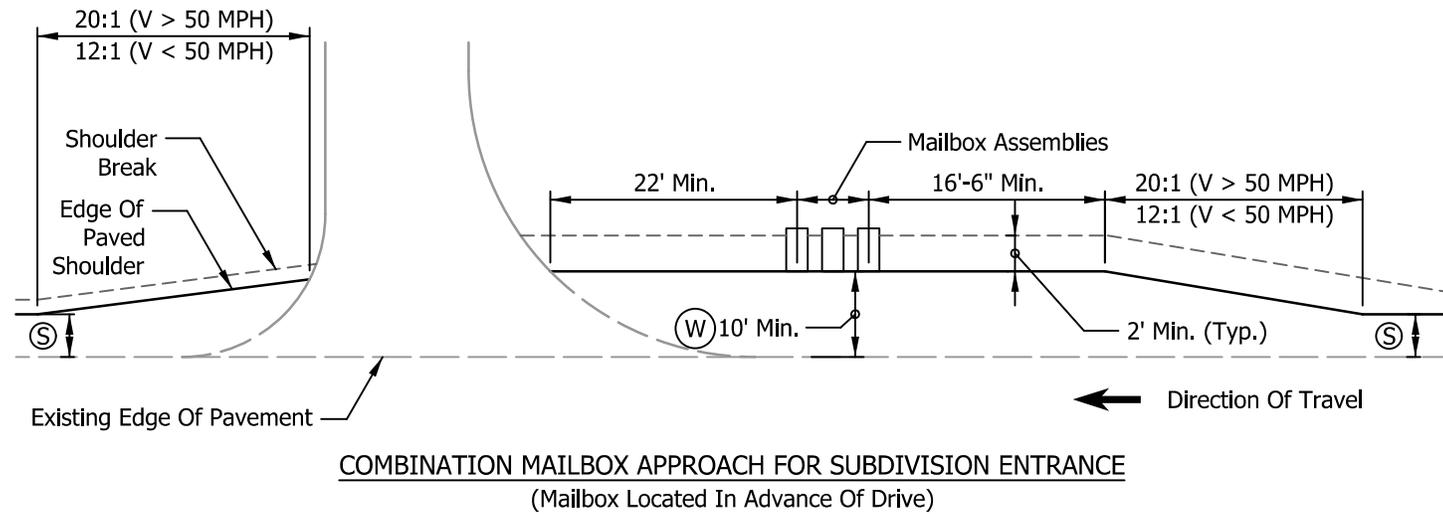
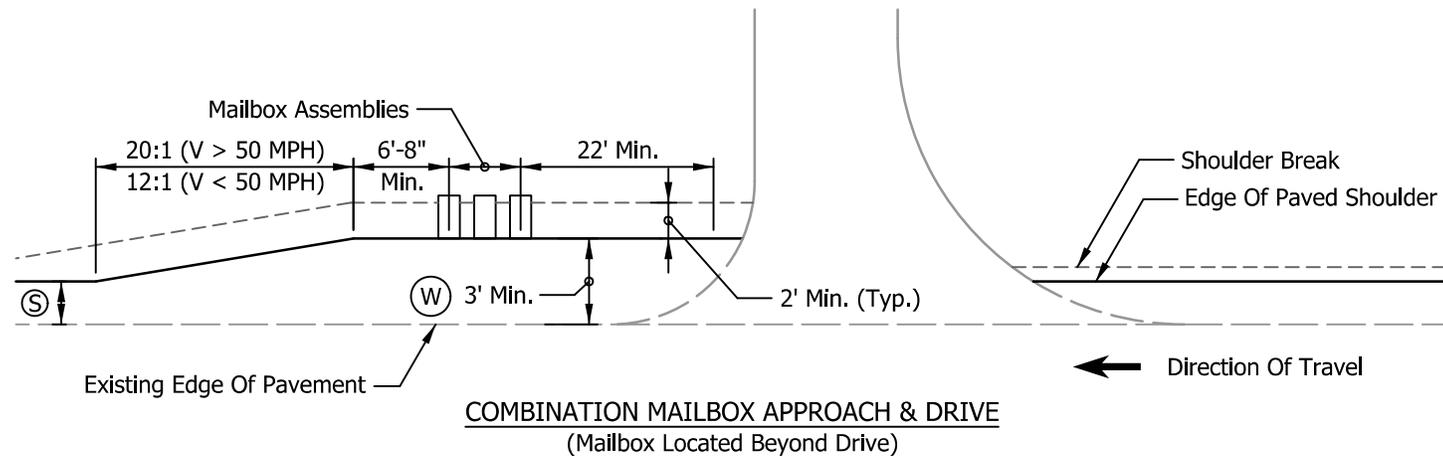
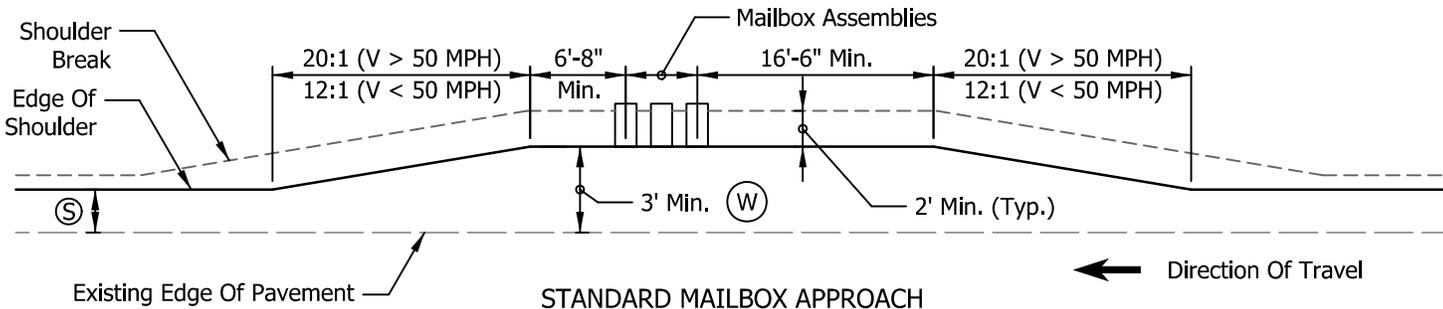
- (D1) Match Existing Roadway Pavement Section

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL ACCELERATION / DECELERATION LANE

STANDARD DRAWING
NO. MC-603-007
SHEET 1 OF 1
SCALE: NO SCALE





LEGEND:

- (W) Match Existing Adjacent Pavement Section (Shoulder Or Lane)
- (S) Shoulder Width From Plans

MORGAN COUNTY HIGHWAY DEPARTMENT

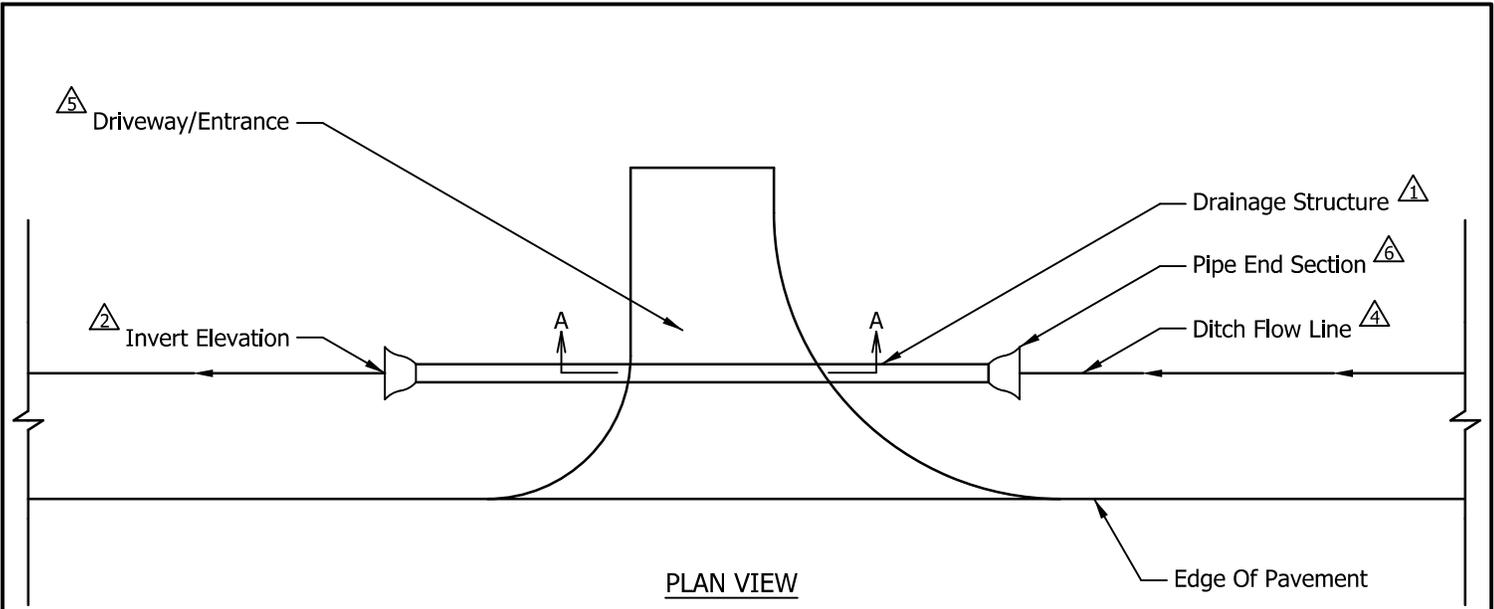
TYPICAL MAILBOX APPROACH

STANDARD DRAWING
NO. MC-603-008
SHEET 1 OF 1
SCALE: NO SCALE

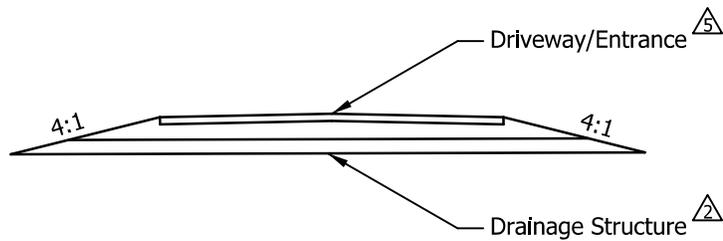
11/14/2023 9:07:41 AM I:\140051-Morgan Co. Standards\09Road\04 Design Files\02 DGN\Plans\600s\603-008_MC_Mailbox Approach_Sht_Typical.dgn



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PLAN VIEW



SECTION A-A

NOTES:

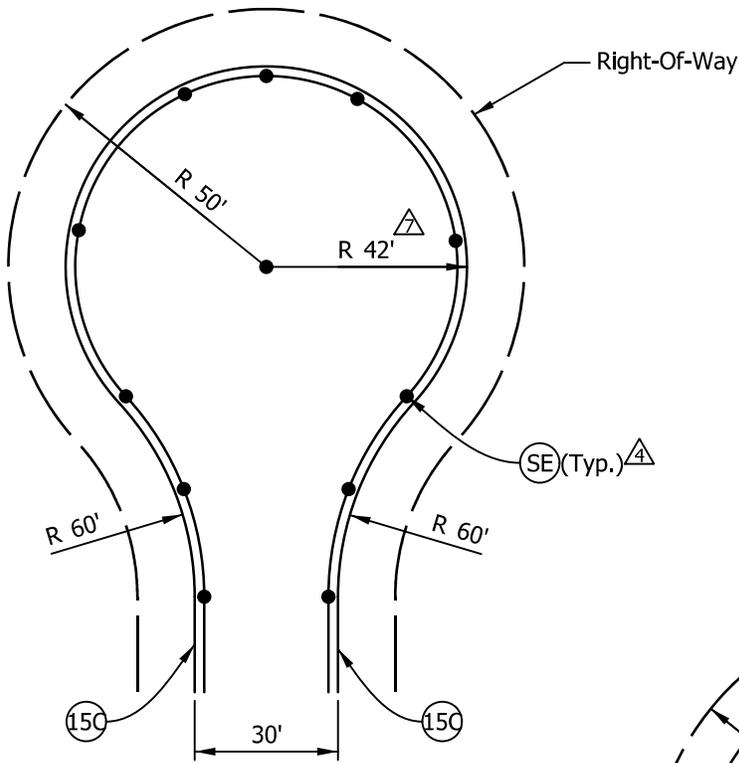
- 1 12" Min. Diameter Structure (15" Diameter Desirable)
Or As Directed By Morgan County Engineer
- 2 Invert Elevations Shall Be Provided At All Downstream And
Upstream Inverts.
- 3. Drainage Area For Structure Shall Be Provided.
- 4 Flow Line Elevations Shall Be Provided At The Beginning, End,
And Every Grade Break.
- 5 For Subdivision Residential Driveway Details - See STD Drawing MC-603-001
For Urban Commercial Driveway Details - See STD Drawing MC-603-002
For Field Entrance Details - See STD Drawing MC-603-003
- 6 Pipe End Sections Shall Be In Accordance With Clear Zone Criteria
Outlined In Current Version Of AASHTO Roadside Design Guide.
End Section Material Shall Match Pipe Material.

MORGAN COUNTY HIGHWAY DEPARTMENT



TYPICAL CULVERT DETAIL WITH OPEN DITCHES

STANDARD DRAWING
NO. MC-603-009
SHEET 1 OF 1
SCALE: NO SCALE



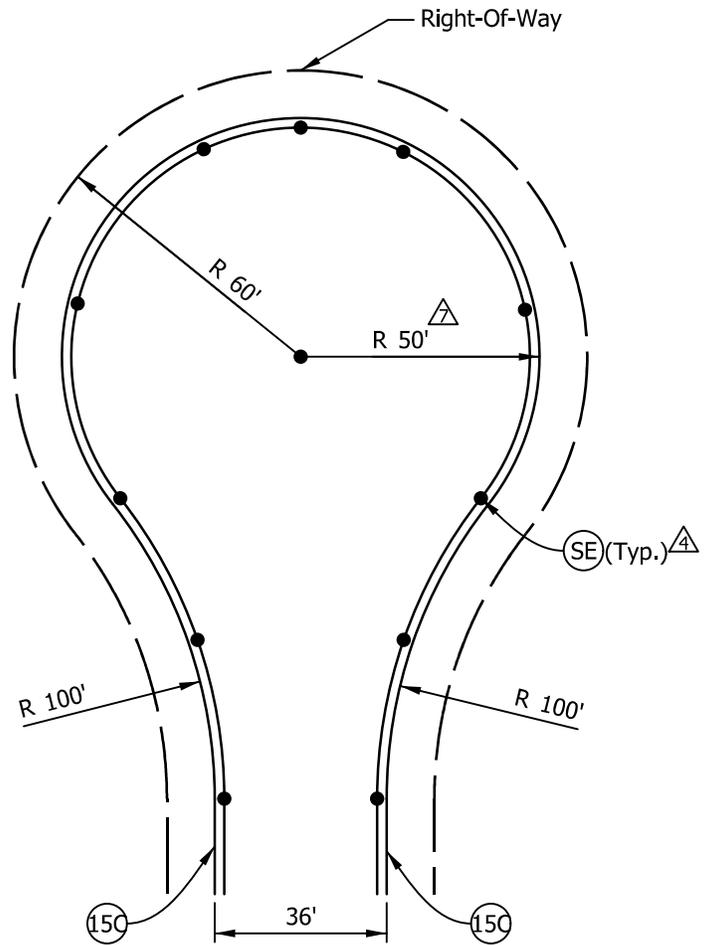
TYPE-1 (CUL-DE-SAC)

NOTES:

1. Type-1 Shall Be Used Only In Residential Subdivisions, All Others Shall Be Type-2.
2. Warning Signs Shall Be Posted At The Street Entrance, Indicating No Outlet.
3. One Detail Shall Be Provided For Each Cul-De-Sac. Each Detail Shall Be Identified By Street Name.
- △ Elevations Provided Shall Be Proposed Flow Line Of Gutter.
5. Street Width And Radius Lengths Are Measured To The Back Of Curb.
6. No Center Islands Permitted.
- △ Radius Shall Be In Accordance With Current Fire Protection Requirements. May Differ From Dimensions Shown.

LEGEND:

- ⊙(150) Rolled Curb, See STD Drawing MC-601-001
- ⊙(SE) Spot Elevations To Be Provided At Locations As Described Below:
Beginning, Middle, And End Of Curves Approximately 40' Spacing
Along Cul-De-Sac Edge Of Pavement Center Of Cul-De-Sac (High-Point)



TYPE-2 (CUL-DE-SAC)

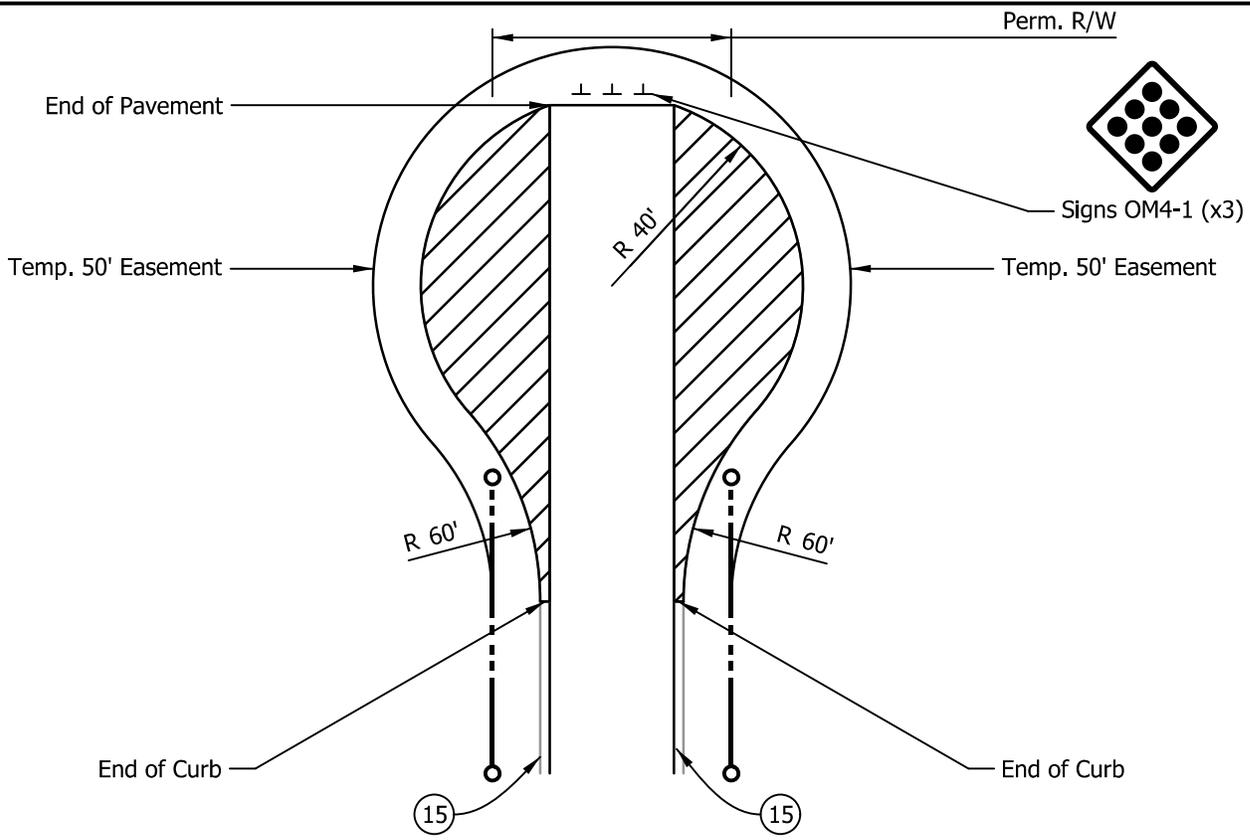
MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL CUL-DE-SAC

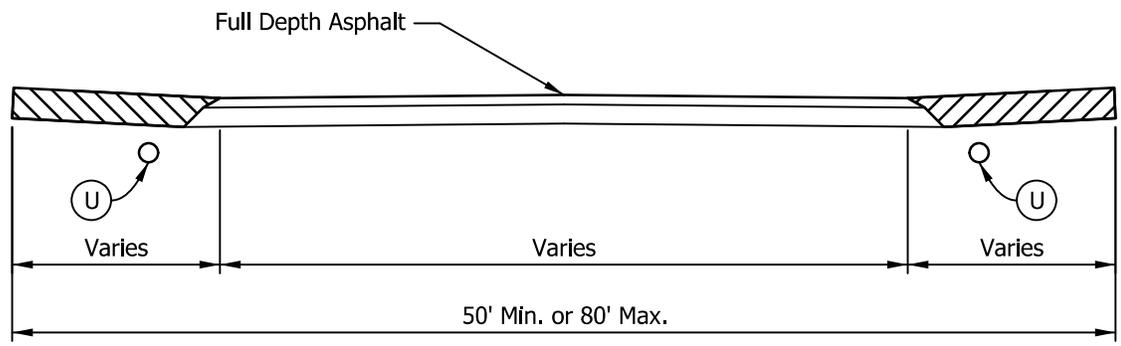
STANDARD DRAWING
NO. MC-604-001
SHEET 1 OF 1
SCALE: NO SCALE



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TEMPORARY CUL-DE-SAC



TEMPORARY CUL-DE-SAC TYPICAL

LEGEND

- ⑮ Concrete Curb And Gutter - See STD Drawing MC-601-001
- Ⓢ Underdrain (Typ.) - See STD Drawing MC-401-001
- Temporary Pavement To Be Removed When Street Is Continued. Thickness And Type To Match Permanent Pavement.

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL TEMPORARY CUL-DE-SAC

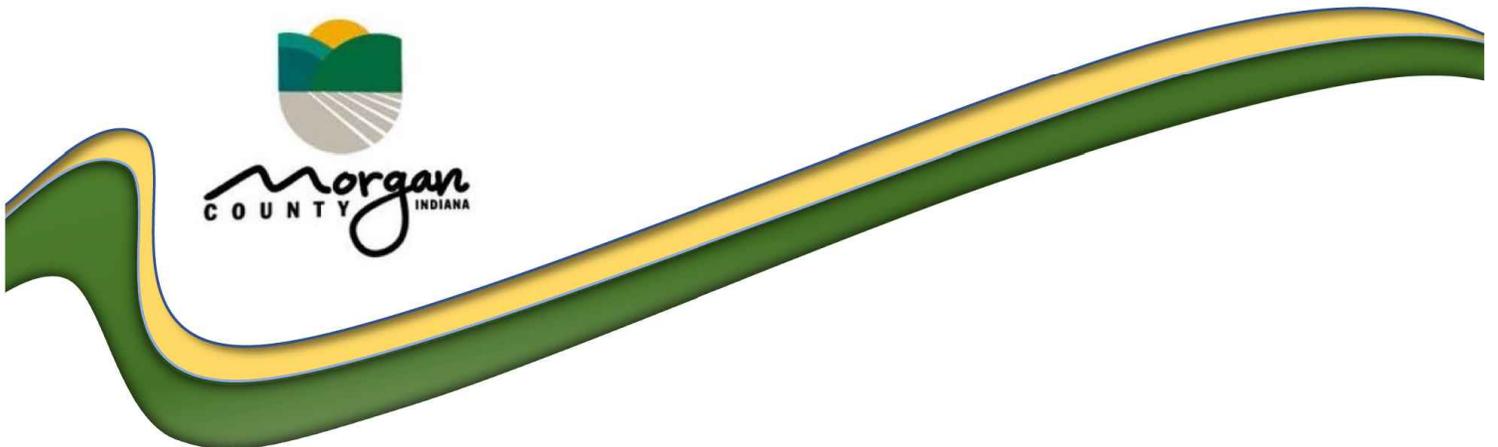
STANDARD DRAWING
NO. MC-604-002
SHEET 1 OF 1
SCALE: NO SCALE



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INDEX OF MORGAN COUNTY STANDARDS
700 SERIES STANDARD DRAWINGS
STRUCTURES

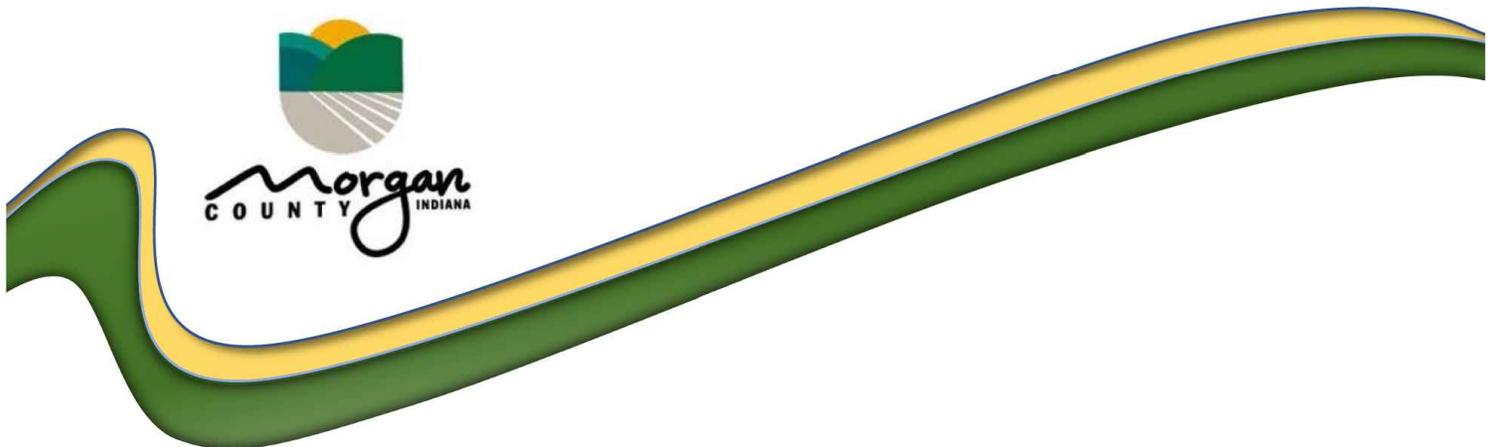
NOT USED



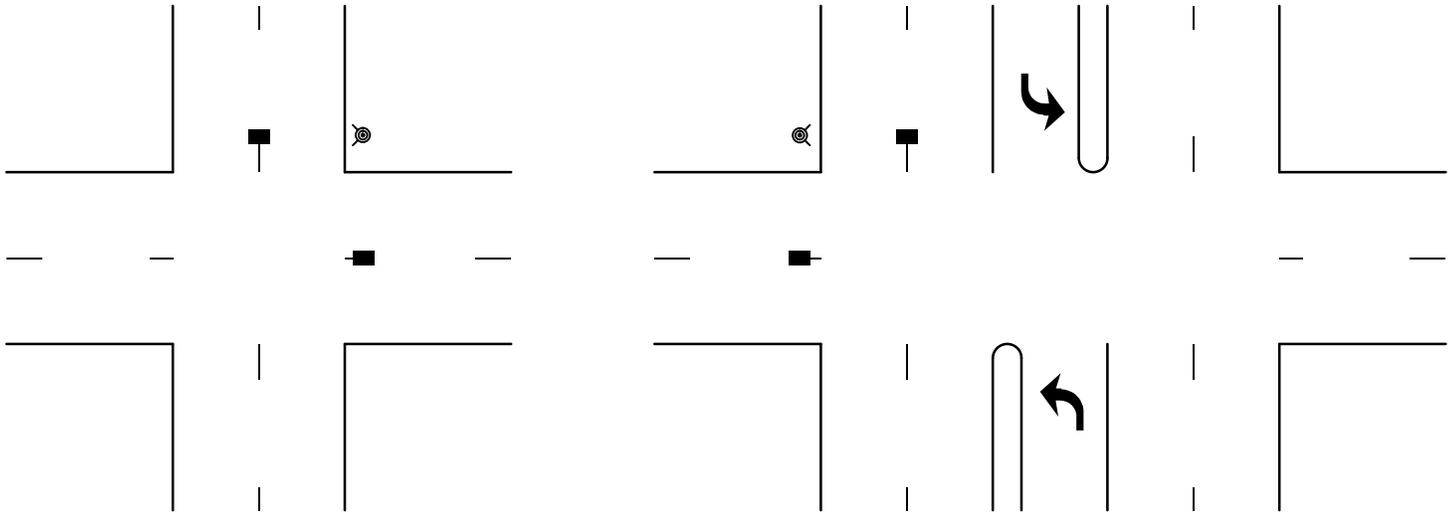
INDEX OF MORGAN COUNTY STANDARDS
800 SERIES STANDARD DRAWINGS
TRAFFIC CONTROL DEVICES

Typical Raised Pavement Markers Locations (Blue).....MC-800-001

The Materials, Installation, Placement, Operation, Maintenance, And All Other Incidentals Regarding Signage, Barricades, And Other Traffic Control Devices Shall Be In Accordance With The Latest Versions Of INDOT Standard Specifications, INDOT Standard Drawings, And The Indiana Manual On Uniform Traffic Control Devices For Streets And Highways.

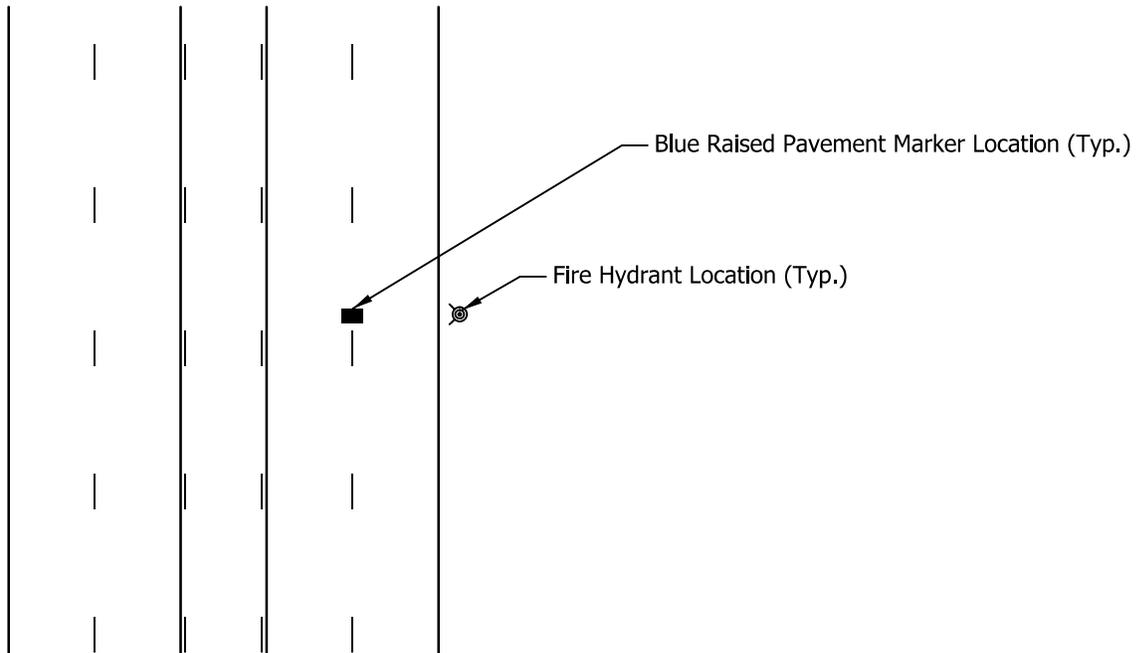


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TWO-LANE STREET
AT INTERSECTION

MULTI-LANE STREET
AT INTERSECTION



MULTI-LANE STREET
WITH TURN LANE OR
MEDIAN

MORGAN COUNTY HIGHWAY DEPARTMENT

TYPICAL RAISED PAVEMENT MARKER LOCATIONS
(BLUE)



STANDARD DRAWING

NO. MC-800-001

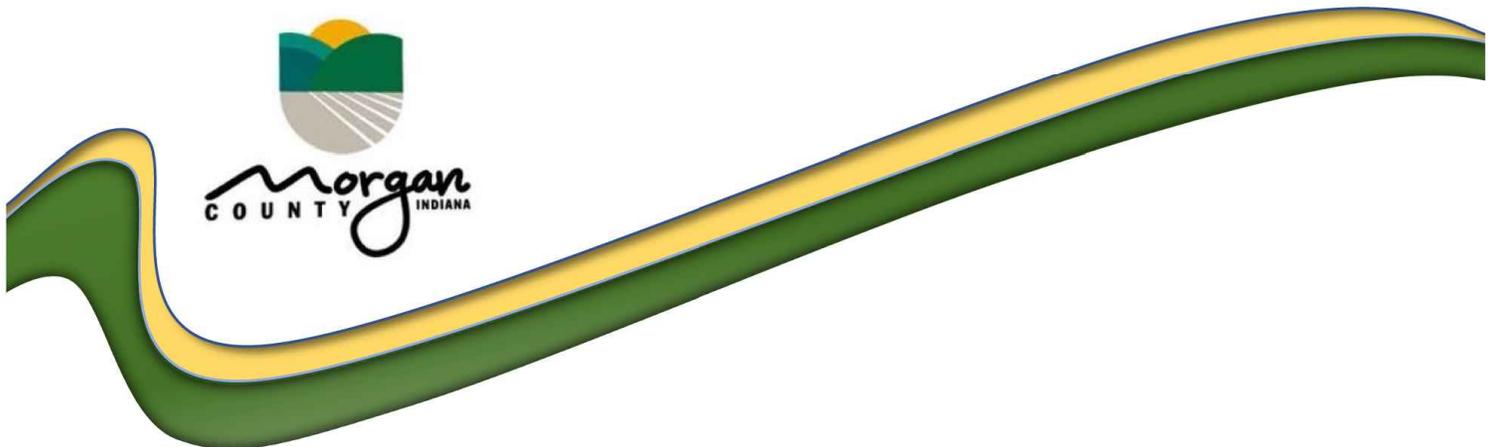
SHEET 1 OF 1

SCALE: NO SCALE

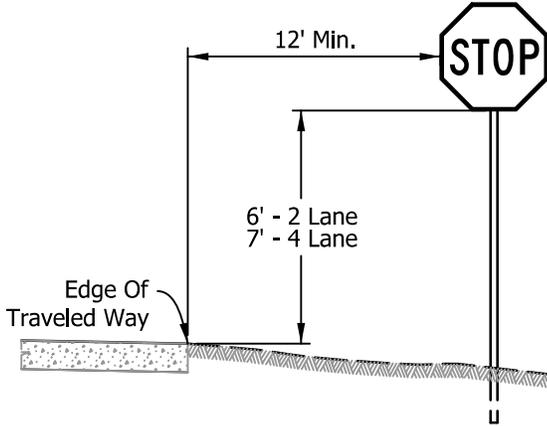
INDEX OF MORGAN COUNTY STANDARDS
900 SERIES STANDARD DRAWINGS
STREET SIGNS

Typical Position Of Signs In Relation To Roadway.....MC-900-001

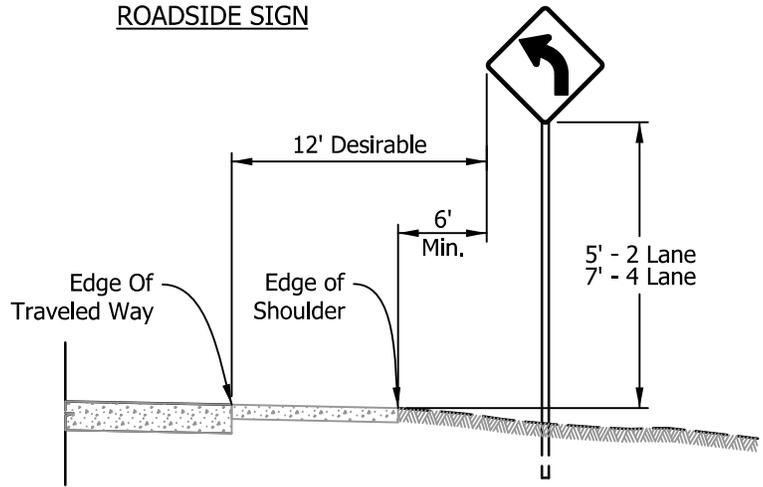
Typical Street Name Sign Details.....MC-900-002



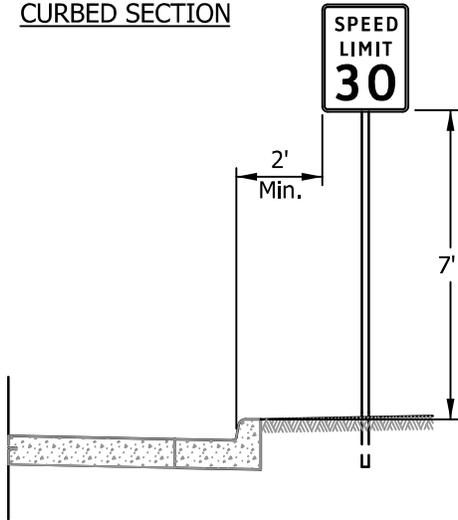
STOP SIGN



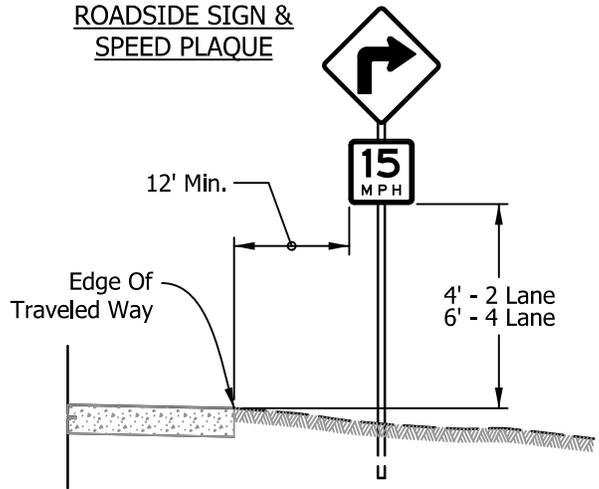
ROADSIDE SIGN



CURBED SECTION



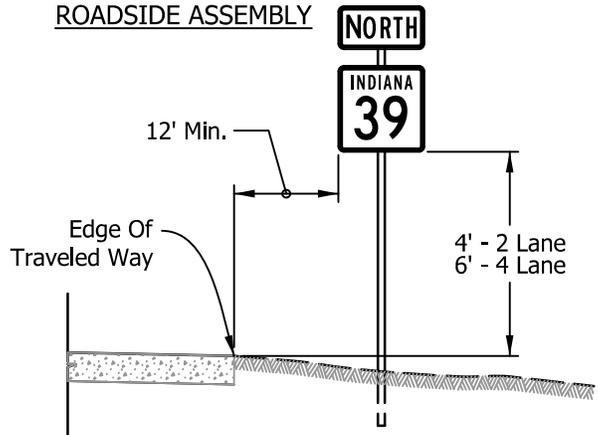
ROADSIDE SIGN & SPEED PLAQUE



NOTES:

- 1. See MUTCD Section 2A.19 For Reduced Lateral Offset Distances, 2' May Be Used In Areas Where Lateral Offsets Are Limited.
- 2. For Additional Information See MUTCD.
- 3. All Signs Shall Have H.I.P. Retroreflective Backgrounds.
- 4. All Sign Posts Shall Be Mounted On Breakaway Anchors.

ROADSIDE ASSEMBLY



MORGAN COUNTY HIGHWAY DEPARTMENT

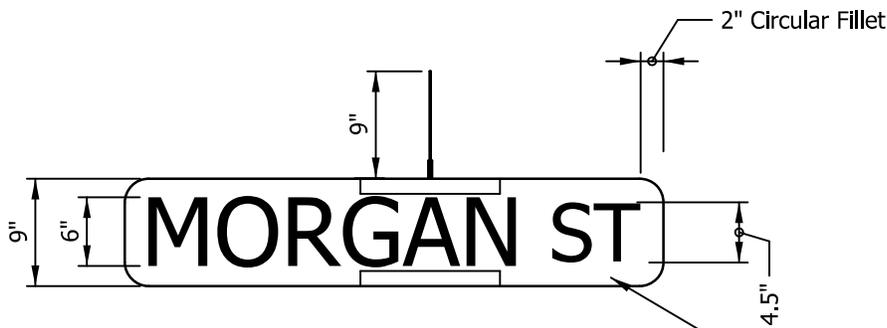
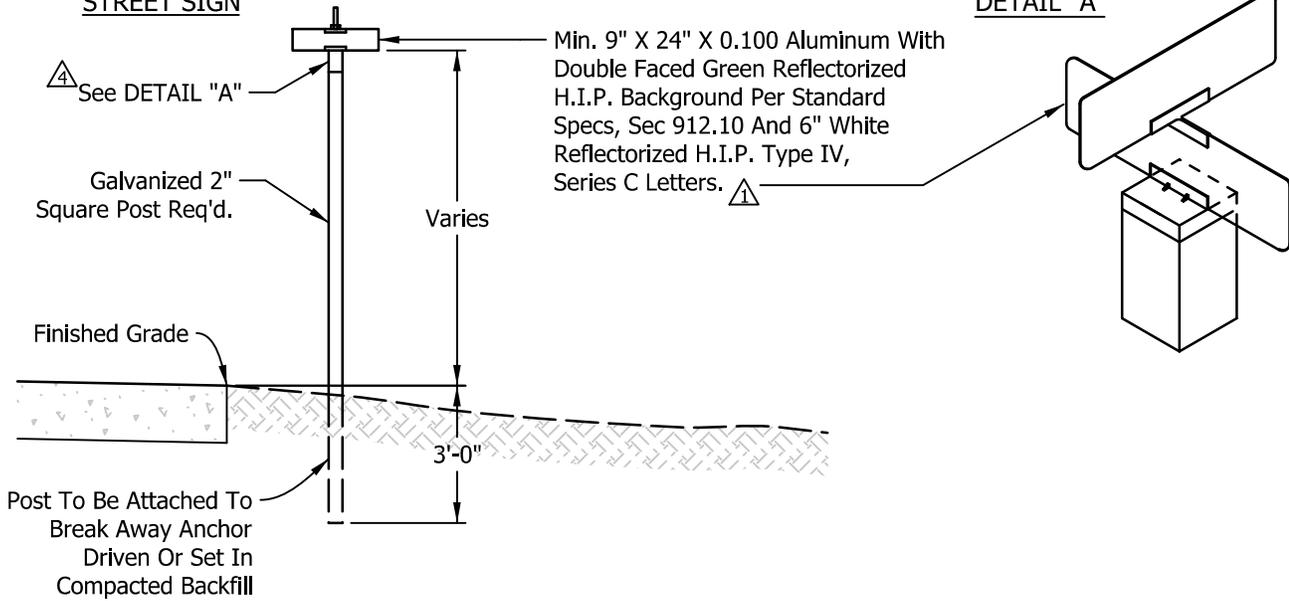
**TYPICAL POSITION OF SIGNS IN RELATION TO ROADWAY
(CONVENTIONAL ROADS AND STREETS)**

STANDARD DRAWING
NO. MC-900-001
SHEET 1 OF 1
SCALE: NO SCALE



STREET SIGN

DETAIL "A"



STREET SIGN SIZE

Min. 9" X 24" X 0.100 Aluminum With Double Faced Green Reflectorized H.I.P. Background Per Standard Specs, Sec 912.10 And 6" White Reflectorized H.I.P. Type IV, Series C Letters.

- 1. Private Streets Shall Utilize Double Faced Blue Reflectorized H.I.P Background With 6" White Lettering.
- 2. One Sign Assemble Shall Be Located At Each Intersection On The Northeast Corner When Possible.
- 3. Stop Signs Shall Not Be Installed On The Street Name Sign Posts.
- 4. All Hardware To Be Galvanized Steel
- 5. For Additional Information See MUTCD.
- 6. All Sign Posts Shall Be Mounted On Breakaway Anchors.

MORGAN COUNTY HIGHWAY DEPARTMENT

**TYPICAL STREET NAME SIGNS DETAILS
(DETAILS)**

STANDARD DRAWING
NO. MC-900-002
SHEET 1 OF 1
SCALE: NO SCALE



BUILD-OPERATE-TRANSFER AGREEMENT
Morgan County Government Center (Phase 3)

This Build-Operate-Transfer Agreement (Morgan County Government Center, Phase 3) (the "Agreement") is executed this ___ day of _____, 2024, by and between GM Development Companies LLC (the "Developer"), and Morgan County, Indiana (the "County").

1. Definitions.

Accepted shall mean the specific written finding by the County that the Project has been reviewed and inspected by an independent third party and certified as meeting all requirements contained in the final design plans and this agreement.

Books and Records shall mean all of the books and records pertaining to the acquisition of materials to construct, and the construction and operation of, the Project in accordance with this Agreement and the construction contract.

Bond Proceeds shall mean proceeds of certain bonds to be issued by the County (the "Bonds"), which proceeds shall be pledged by County to the payment of the BOT Payments.

BOT Payments shall mean the payments made by County to Developer for the purposes of reimbursing Developer for the Project Costs pursuant to the Disbursement Agreement.

BOT Acquisition Property shall mean the completed, inspected and accepted Project.

BOT Purchase Price shall mean the purchase price for the acquisition of the BOT Acquisition Property, the amount of which shall not exceed \$23,195,143.00, to be treated as a guaranteed maximum price.

Change Order shall mean a change order executed by Developer and County finalizing the inclusion into the Final Plans of a change proposed in a Change Order Request, which change has been approved.

Change Order Request shall mean a written request for a change to the Final Plans made by the County for purposes of changing the scope of the Agreement.

Claims shall mean claims, judgments, damages, liabilities, injuries, losses, costs, and expenses (including, without limitation, attorneys' fees).

Closing shall mean the execution of this Agreement and the Disbursement Agreement.

Closing Date shall mean the date of the Closing.

Construction Drawings shall mean final construction drawings as approved by County and consistent with the Laws.

Construction Schedule shall mean a fully detailed schedule for construction of the Project. The Construction Schedule shall be consistent with a Substantial Completion Date for the Project

occurring not later than February 28, 2027.

Contractor shall mean the entity that will be the general contractor or the construction manager in connection with the construction of the Project.

Disbursement Agreement shall mean a “Disbursement Agreement” to be presented by Developer to County in monthly requests and to be executed by Developer and County or its designee, as “Disbursement Agent”, for the purposes of making BOT Payments to Developer.

Documentation Costs shall mean all fees, costs, and expenses incurred by Developer in connection with drafting and negotiating this Agreement and the Disbursement Agreement, and any other documents contemplated by the foregoing to be executed in connection with the Project.

Event of Default shall have the meaning set forth in Section 16.

Final Documents and Drawings shall mean final design drawings, construction drawings, and construction schedule, as each is finalized and approved and accepted by the County.

Final Inspection shall mean an inspection of the Project by County’s third-party representative upon substantial completion thereof.

Final Plans shall mean the aggregated Final Documents and Drawings.

Final Project Budget shall mean the final Project Budget established in accordance with the terms and conditions of Section 7(e).

Force Majeure shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party (including, without limitation: (i) historically unusual inclement weather; (ii) the historically unusual unavailability of materials, equipment, services or labor.

Full Prepayment Date shall mean, in the case of the exercise by County of the Full Prepayment Option (or the permitted declaration by Developer of the exercise of the Full Prepayment Option), the date on which the BOT Payments are to be paid.

Full Prepayment Notice shall mean a written notice by the County notifying the Developer that it is exercising the Full Prepayment Option.

Full Prepayment Option shall mean the option (but not the obligation) of County to satisfy its obligation in full with respect to the payment of the BOT Payments in advance of the Payment Due Date.

Incurred Costs shall mean the costs and expenses incurred by Developer in connection with complying with the terms and conditions of this Agreement, if any, including but not limited to: (a) the cost to develop and prepare the Schematic Design Drawings, and, upon approval by the parties, the Final Plans. Incurred Costs shall be paid to Developer in accordance with the terms of the Disbursement Agreement.

Inspection shall mean a Permitted Inspection or the Final Inspection, as applicable

Latent Defect shall mean Material Defects that: (a) are not discovered; and (b) reasonably are not discoverable; by County during a Permitted Inspection or the Final Inspection.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines of or from: (i) governmental agencies, boards, or departments; and (ii) judicial, administrative, or regulatory bodies; and (c) judicial orders, consents, and/or decrees.

Material Defect shall mean any item or component of the Project that: (a) contains a defect in workmanship or materials which impairs the ability of the County to utilize it for its intended use; (b) deviates materially from the Final Plans; or (c) has not been constructed in accordance with the terms and conditions of this Agreement.

Non-Compliance Notice shall mean a written notice from County that identifies Material Defects discovered by County during a Permitted Inspection or the Final Inspection.

Operating Period shall mean the period: (a) commencing on the Substantial Completion Date; and (b) ending on the date that is no more than thirty (30) days after the Substantial Completion Date; provided that County, at any time, may deliver written notice to Developer setting forth an earlier date on which the Operating Period shall end.

Outstanding BOT Principal Amount shall mean, on a given date, the amount of the BOT Acquisition Price which remains outstanding net of BOT Payments made by such date pursuant to the Disbursement Agreement.

P&P Bonds shall mean surety bonds provided on behalf of Developer from a surety which is on the U.S. Department of Treasury certified list. (<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>). for the construction of the Project, with County named as the obligee, which shall specifically include: (a) a performance bond in the amount of 50% of the BOT Purchase Price; and (b) payment bond for 100% of the BOT Purchase Price; both issued in a form as may be approved by County.

Payment Due Date shall mean February 28, 2027.

Payment Period shall mean the period: (a) commencing on full execution of this agreement; and (b) ending on the Payment Due Date.

Permitted Change shall mean any change proposed by Developer and approved by County after independent party review to that portion of the Final Plans consisting of the final Construction Drawings, so long as such change: (a) is consistent with the Schematic Design Drawings or the Design Development Documents approved by County; (b) does not result in the Final Plans containing structurally flawed elements; (c) does not result in an increase in the Project Budget; and (d) does not make it unlikely, impracticable, or impossible for Developer to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule.

Permitted Inspection shall mean an inspection by County or its third-party representative of any item or component of the Project when deemed to be necessary or appropriate by County.

Plan Schedule shall mean the schedule prepared by the Developer and Accepted by the County, which schedule is attached hereto as Exhibit B. The Plan Schedule contemplates that the substantial completion date will occur on or before February 28, 2027.

Plan Refinement Process shall mean that process for refinement of Project plans and budget specified in Section 7 hereof.

Project shall mean construction or re-construction of existing government center facilities and associated infrastructure. In the event of any discrepancy between the foregoing definition and the Final Plans, "Project" shall mean the project reflected in such Final Plans.

Project Budget shall mean the budget for the Project Costs.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with determining that all of the conditions set forth in Section 5 have been satisfied and/or will be waived by Developer and/or County; (c) the costs incurred in connection with the Closing (to the extent that such costs are not included in the Documentation Costs); (d) the cost to develop, design, and construct the Project in accordance with the terms and conditions of this Agreement, including all architect, engineer, developer, and similar professional fees; and (e) a reasonable and customary amount for contingencies.

Project Site shall mean that certain real estate located in Morgan County, Indiana that is delineated on Exhibit A as the "Project Site".

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of the Project.

Substantial Completion Date shall mean the date, after the Final Inspection, on which: (a) all Material Defects noted in any properly given Non-Compliance Notice have been corrected; and (b) Developer delivers to County a copy of a certificate of substantial completion issued and executed by the architect for the Project indicating that the Project has been completed substantially in accordance with the Final Plans, subject to "punch-list" items identified in connection with the Final Inspection, which "punch-list" items do not materially affect the use of the Project for its intended use.

Transfer shall mean: (a) any sale, transfer, conveyance, assignment, pledge, or other disposition of, or any encumbrance upon, the Project Site, the materials to construct the Project, or the BOT Acquisition Property, or any interest in the foregoing; or (b) any granting of a security interest in the Project Site, the materials to construct the Project, or the BOT Acquisition Property.

Utility Services shall mean gas, electricity, telephone, water, storm and sanitary sewer, cable, fiber, and phone services.

2. General Obligations.

- (a) Project. Subject to the terms and conditions of this Agreement:

(i) Each of Developer and County shall execute the BOT Agreement and Disbursement Agreement;

(ii) Developer shall construct the Project on the Project Site; and

(iii) The County shall make BOT Payments.

(b) Conveyance. Subject to the terms and conditions of this Agreement:

(i) Developer shall convey to County; and (ii) County shall purchase from Developer; title to the BOT Acquisition Property for the BOT Purchase Price.

3. **Closing.** Subject to the terms and conditions of this Agreement, the Closing shall occur on or before May 31, 2024. The Closing Date shall be established mutually by Developer and County, and the Closing shall take place at such location as Developer and County mutually agree.

4. **Closing Documents.** At the Closing, the documents and instruments set forth in this Section shall be executed and/or delivered.

(a) this BOT Agreement;

(b) the Disbursement Agreement

(c) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of Developer or County, as the case may be; and (ii) the execution and delivery of such documents, and the performance by Developer or County of its obligations hereunder and under the foregoing documents, have been authorized by Developer or County, as the case may be; and

(d) such other customary documents and instruments as either party or the purchaser of the Bonds reasonably may request in connection with the Closing.

5. **Conditions.**

(a) Mutual. Except to the extent waived by proceeding to the Closing, the obligation of each of Developer and County to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of the conditions set forth in this Subsection.

(i) Developer has obtained, or Developer and County are satisfied that Developer will be able to obtain, all Required Permits.

(ii) The Final Plans and the Project Budget will be completed and submitted to County for approval, and either: (A) the budgeted Project Costs do not exceed the BOT Purchase Price; or (B) the budgeted Project Costs exceed the BOT Purchase Price and County has provided to Developer the written agreement contemplated

pursuant to Subsection 7(e).

(iii) County has adopted all necessary resolutions authorizing the execution of, and the performance of its obligations under the documents contemplated by this Agreement to be executed by it.

(iv) Developer has made a finding that there are no conditions with respect to the Project Site that will interfere with, or prohibit, construction of the Project in accordance with the its obligations or the terms and conditions of this Agreement.

(b) Developer. In addition to the conditions set forth in Subsection 5(a), the obligation of Developer to proceed to the Closing is subject to the condition that: (i) there is no continuing breach by County of this Agreement; and (ii) all of the representations and warranties of County set forth in Section 6 are true and accurate in all respects.

(c) County. In addition to the conditions set forth in Subsection 5(a), the obligation of County to proceed to the Closing is subject to the condition that: (i) there is no continuing breach by Developer of this Agreement; and (ii) all of the representations and warranties of Developer set forth in Section 6 are true and accurate in all respects.

(d) Condition Failure. If one or more of the conditions set forth in this Section is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement by a written notice to the other party; provided that, with respect to breaches of this Agreement by a party, the other party shall have the rights and remedies set forth in Section 17. Notwithstanding anything to the contrary set forth herein, Developer and County shall work diligently and in good faith to satisfy the conditions set forth in this Section.

6. **Representations.** Each of County and Developer represents and warrants that:

(a) it has: (i) the power and authority, and has been authorized by proper action, to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out all transactions contemplated by this Agreement; and (iii) complied with the Laws in all matters relating to such transactions;

(b) neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or

assets;

(c) this Agreement, once executed, will be its legal, valid, and binding obligation; and

(d) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement.

In addition to the foregoing: (a) County represents and warrants that: (i) it is a public body organized and existing under the laws of the State of Indiana; and (ii) to the best of its knowledge, there is not now, and there has not been, any contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws, except as may be disclosed in any property information provided by County to Developer; and (b) Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana with sufficient financial resources at its disposal to complete and deliver the Project to the County.

7. Plan and Budget Refinement Process.

(a) Approvals. In accordance with the Plan Schedule, Developer, at its cost and expense, shall submit to County for its approval all design drawings, construction drawings, and construction schedule along with a written detailed summary of any claimed adjustments to the Project Budget due to changes to the Project initiated by County. The time limits identified in the Plan Schedule are of the essence. Within thirty (30) days after County receives the Schematic Design Drawings, Design Development Documents, the Construction Drawings or Construction Schedule, County shall deliver to Developer written notice of approval or rejection; provided that, in the case of a rejection, such notice shall: (i) specify the part or parts that County is rejecting; and (ii) include the specific basis for such rejection. Any agreed upon adjustments to the then-current Project Budget as a result of proceeding through the Plan Refinement Process shall not be of effect until delivered to County and promptly documented by Change Order after which they shall be reflected in an updated Project Budget delivered to the County. Upon approval of the Schematic Design Drawings, the Design Development Documents, the Construction Drawings and the Construction Schedule, such Schematic Design Drawings, Design Development Documents, Construction Drawings and Construction Schedule, respectively, shall be final, subject to modifications only by Change Orders.

(b) Construction Drawings. In accordance with the Plan Schedule, Developer, at its cost and expense, shall submit to County for its review and approval the Construction Drawings with respect to each trade or other discrete aspect of construction of the Project. Thereafter, such Construction Drawings shall be final construction drawings with respect to the applicable trade or other discrete aspect of construction, subject to modifications only by Change Orders.

(c) Re-submissions. If, at any stage of the Plan Refinement Process, County rejects any drawings, documents, or schedules, then, within ten days after Developer receives notice from County of such rejection, Developer shall revise,

and submit to County, the applicable drawings, documents, or schedules. Within thirty (30) days after County receives the resubmitted drawings, documents, or schedules, County shall deliver to Developer written notice of approval or rejection; provided that, in the case of a rejection, such notice shall: (i) specify the part or parts that County is rejecting; and (ii) include the specific basis for such rejection. Upon approval of the resubmitted drawings, documents, or schedules, the resubmitted drawings, documents, or schedules shall become part of the Final Plans, subject to modifications only by Change Orders.

(d) Final Plans. Upon completion of the Final Documents and Drawings through the Plan Refinement Process, the aggregated Final Documents and Drawings shall constitute the complete Final Plans, subject to modification by Change Orders. All references herein to the Final Plans shall be deemed to be references to the Final Documents and Drawings, until such time as all of the Final Documents and Drawings are completed; provided that, when all of the Final Documents and Drawings are completed, all references herein to the Final Plans shall be deemed to be references to the Final Plans, as modified only by Change Orders.

(e) Budget/Costs.

(i) At the appropriate points during the Plan Refinement Process, as determined by Developer and County, or at any point upon County's reasonable request, Developer shall: (A) deliver the Project Budget to County for its review and approval; and (B) make such adjustments to the Project Budget as are determined by Developer and County to be necessary or appropriate in connection with the finalization of the drawings, documents, and schedules pursuant to the Plan Refinement Process; provided that Developer shall not be obligated to make adjustments to the Project Budget that would cause the Project Costs to exceed the Project Purchase Price unless County agrees that County will pay all amounts in excess of the Project Purchase Price as such amounts are incurred;

(ii) Upon approval of the Project Budget: (A) the Project Budget shall be the Final Budget, subject to modifications by Change Orders. The approval of the Final Project Budget shall be completed at such time that Developer and County shall mutually agree. In the event that the final Project Budget is not established to County's satisfaction, this Agreement shall terminate pursuant to the provisions of Section 18.

(f) Sales Tax.

(i) As soon as reasonably is practicable, County shall deliver to Developer Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which County shall represent that the acquisition of the materials to construct and to be incorporated into the Project is exempt from Indiana sales and use tax.

(ii) Upon any assessment, or threatened assessment, of Indiana sales and/or use tax in connection with the purchase of any materials to construct, install, and incorporate into the Project, Developer (or the Contractor, pursuant to the terms and conditions of the construction contract) promptly shall notify County in writing. From and after receipt of the foregoing notice, County shall provide such cooperation, information, and assistance as Developer and/or the Contractor reasonably shall request.

8. Change Orders.

(a) **Developer Changes.** If Developer desires to make any changes to the Final Plans, then Developer shall submit a Change Order Request to County for review and approval, together with an estimate of any resulting increase to the total budgeted Project Costs. Within thirty (30) days after County receives the Change Order Request, County shall deliver to Developer written notice that it approves or rejects the Change Order Request, in County's sole discretion. If County approves a Change Order Request, then Developer and County shall execute a Change Order. If County rejects a Change Order Request, the Final Plans shall remain unchanged.

(b) **County Changes.**

(i) If County desires to make any changes to the Final Plans, then County shall submit a Change Order Request to Developer for review and approval. Within five business days after Developer receives the Change Order Request, Developer shall deliver to County written notice stating whether the change proposed in the Change Order Request would result in an increase in the Project Budget; provided that, if the proposed change would result in an increase, then such notice also shall include an estimate of the amount of the increase.

(ii) If the foregoing notice states that the change proposed in the Change Order Request would not result in an increase in the Project Budget, then, within five business days after delivery of such notice, Developer shall deliver to County written notice that it approves or rejects the Change Order Request; provided that Developer shall not withhold its approval unreasonably.

(iii) If the foregoing notice states that the change proposed in the Change Order Request would result in an increase in the Project Budget, then: (A) such notice also shall include an estimate of the amount of the increase; and (B) within ten business days after receipt of such notice, County shall provide written notice to Developer as to whether County would like to withdraw the Change Order Request. If County does not elect to withdraw the Change Order Request, then, within five additional business days, Developer shall deliver to County written notice that it approves or rejects the

Change Order Request, provided that Developer shall not withhold its approval unreasonably.

(iv) If Developer approves a Change Order Request from County, then Developer and County shall execute a Change Order. If the approved Change Order Request is for a change that will result in the Project Budget reflecting Project Costs in excess of the BOT Purchase Price, then, notwithstanding anything to the contrary set forth herein, the amount of such excess shall be included in the BOT Purchase Price.

(v) If Developer rejects all or any part of the Change Order Request, then such notice shall: (A) specify the part or parts that Developer is rejecting; and (B) include the specific basis for such rejection.

(c) Permitted Change. Notwithstanding anything to the contrary set forth herein: (i) Developer shall be required to obtain the approval of County with respect to a Permitted Change; and (ii) a Change Order with respect to a Permitted Change shall be effective only upon execution by the Developer and County.

9. **Construction.**

(a) Permits. Prior to commencing construction of the Project, and consistent with the time limit identified in the Plan Schedule, Developer, at its cost and expense, shall obtain and submit to County for its review the Required Permits.

(b) Construction. Developer shall construct the Project and warrants to County that such construction of the Project shall be: (i) in a good and workmanlike manner; (ii) in accordance with the Final Plans (as modified by any Change Orders) and the terms and conditions of this Agreement; and (iii) in compliance with the Laws and the Required Permits. Developer shall construct the Project in accordance with the Construction Schedule (as modified by any Change Orders), and such time limits identified in the Construction Schedule are of the essence.

(c) BOT Payments. BOT Payments shall be disbursed to Developer in accordance with the Disbursement Agreement to pay (or reimburse Developer for) Project Costs.

(d) Operation. Developer shall operate the BOT Acquisition Property during the Operating Period, including maintaining all commercially appropriate insurance. Developer shall defend and indemnify the County for any liabilities arising from Developer's operation of the BOT Acquisition Property.

(e) Records. Developer shall keep and maintain true, correct, accurate and complete Books and Records. All Books and Records shall be kept and maintained in accordance with generally accepted accounting principles consistently applied. County and its attorneys, accountants, representatives, architects, engineers, and consultants at all reasonable times shall have: (i) free access to, and rights of

inspection of, the Books and Records; and (ii) the right to audit, make extracts from, and receive from Developer originals or accurate copies of, the Books and Records.

(f) Safety. Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its obligations under the Agreement and shall be in full compliance with all Laws. Developer shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees constructing the Project and other persons who may be affected thereby; (ii) the work and materials and equipment to be incorporated into the Project, whether in storage on or off the site, under care, custody or control of Developer or Developer's Contractor or subcontractors; and (iii) other property at the Project Site adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Developer shall comply with and give notices required by applicable Laws bearing on safety of persons or property or their protection from damage, injury, or loss. Developer shall erect and maintain, as required by existing conditions and performance of its obligations under this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. Developer shall promptly remedy damage and loss to the Project or adjacent property caused in whole or in part by Developer, the Contractor, a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to the gross negligence or intentional misconduct of County.

10. Inspection.

(a) Inspection. Upon reasonable written notice delivered to Developer, which notice shall specify the portion of the construction to be inspected, County may perform a Permitted Inspection. If applicable after a Permitted Inspection, County shall deliver a Non-Compliance Notice to Developer.

(b) Final Inspection. Developer shall deliver to County a written request for the Final Inspection of the Project at least fifteen business days prior to the anticipated Substantial Completion Date. On or before the date that is fifteen business days after receipt by County of such request; County shall: (i) conduct the Final Inspection; and (ii) deliver to Developer, if applicable, a Non-Compliance Notice. Upon: (i) correction of all Material Defects identified in the Non-Compliance Notice; or (ii) deemed acceptance pursuant to Subsection 10(c); County shall have no further inspection rights pursuant to this Agreement with respect to the Project. Within fifteen business days after County conducts the Final Inspection, Developer and County shall identify the "punch-list" items. Developer shall complete all "punch-list" items within 30 days after the "punch-list" items are identified.

(c) Non-Compliance. If County delivers to Developer a Non-Compliance Notice following an Inspection in accordance with this Section, then Developer shall correct, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects have

been accepted or deemed to have been accepted, by County. All items or components of the Project with respect to which: (i) an Inspection is conducted; and (ii) no Material Defects are identified in a Non-Compliance Notice within 30 days; shall be deemed to be accepted by County.

(d) Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by County pursuant to this Section shall be applicable with respect to any Latent Defects.

(e) General.

(i) In connection with any Inspection pursuant to this Section, County shall: (A) comply with all health and safety rules of which County has been informed that have been established for personnel present on the construction site; and (B) coordinate the inspections so that the inspections do not interfere with the performance of construction. Developer shall have the right to accompany, and/or have its construction manager accompany, County during any Inspection.

(ii) Notwithstanding anything to the contrary in this BOT Agreement, an acceptance, or deemed acceptance, by County pursuant to this Section shall not mean that County has accepted, or Developer has been relieved of, responsibility for: (A) compliance with the Laws; (B) the proper application of construction means or methods; (C) correcting any portion of the Project if it later is determined that such portion is inconsistent with the proper completion of a subsequent portion of the Project; or (D) any Latent Defects.

11. **Bonds and Insurance.** During construction of the Project, Developer shall maintain the policies of insurance reflected on the certificate attached hereto as Exhibit C. Each such policy shall be written by a company acceptable to County, and Developer shall provide notice of any intended modification to, or cancellation of, such policy to County at least thirty (30) days in advance. The policy of general liability insurance required by this Section to be maintained by Developer shall name County as an additional insured and such coverage shall be primary and non-contributory. Developer shall deliver to County certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies. Developer shall procure and maintain a builder's risk insurance policy covering the Project in the amount of the BOT Purchase Price. Upon conclusion of the Operating Period, Developer shall have no obligation to maintain any policies of insurance with respect to the Project. P&P Bonds shall be obtained for the project pursuant to Indiana statute. Developer shall provide the P&P Bonds to County prior to commencement of any construction activities at the Project Site. Notwithstanding the obligation of Developer to provide the P&P Bonds as provided for in this Agreement, Developer also has an affirmative obligation to timely pay any and all subcontractors, suppliers, laborers, and service and to take all other action necessary to prevent the filing of mechanics or other liens on the Project Site

12. **Operation/Conveyance.**

(a) Completion. Upon the expiration of the Operating Period, Developer shall: (i) provide as-built record drawings to County and grant the County a perpetual license to use such drawings in the use, occupancy, operation, maintenance, repair, alteration and additions to the Project; (ii) provide to County the warranties for the Project issued by the Contractor and its subcontractors, suppliers and manufacturers in favor of County; (iii) provide to County operating manuals for the Project; and (iv) execute a certificate substantially in the form attached hereto as Exhibit D, which certificate, by specifying the Substantial Completion Date, shall establish the commencement date of the Operating Period.

(b) Operation. Developer shall operate the BOT Acquisition Property during the Operating Period; as provided in Section 14, all costs and expenses incurred in connection therewith shall be borne by the Developer.

(c) Conveyance. Upon the expiration of the Operating Period, Developer shall convey the BOT Acquisition Property to County (or its designee) pursuant to a quitclaim deed substantially in the form attached hereto as Exhibit E. The foregoing conveyance shall not: (i) result in a merger of this Agreement into the conveyance documents; accordingly, this Agreement, and all of the rights of the parties hereunder, shall remain in full force and effect; or (ii) have any effect on the obligation of County to make the BOT Payments pursuant to the terms and conditions of this Agreement (stated alternatively, such conveyance shall not accelerate payment of the BOT Payments). County shall be responsible for all costs and expenses incurred in connection with the acquisition of the BOT Acquisition Property, including, without limitation: (i) costs to obtain all surveys, title searches, abstracts, and/or title policies deemed by County to be necessary or appropriate; and (ii) County attorneys' fees and closing costs.

13. BOT Acquisition Property-Payments.

(a) Interest. No interest shall accrue on the Outstanding BOT Principal Amount.

(b) Partial Prepayment. County at any time may make payments that prepay a portion of the BOT Payments. Developer shall present payment requests no more than once per month, and BOT Payments shall reduce the BOT Purchase Price dollar-for-dollar.

(c) Full Prepayment. County may exercise the Full Prepayment Option at any time during the Payment Period by delivery of the Full Prepayment Notice. Within ten days after receipt by Developer of the Full Prepayment Notice, Developer and County, each acting reasonably, shall agree on the Full Prepayment Date; provided that, if the Full Prepayment Notice is delivered more than 90 days prior to the Payment Due Date, then the Full Prepayment Date shall not occur for at least 30 days after delivery of the Full Prepayment Notice. If County properly exercises the Full Prepayment Option, then County shall pay the remaining BOT Purchase Price on the Full Prepayment Date.

(d) County Obligations. The obligations of County under this Agreement are

those of a purchaser under an agreement for the purchase of real and personal property. Accordingly, this Agreement is not a bond, loan or borrowing of the County.

(e) **Payment Source.** The BOT Payments are payable from the proceeds of the Bonds issued by County, or from any other legally available funds in County's sole discretion.

14. County Covenants. The covenants set forth in this Section shall apply at all times during the Payment Period, including that, for purposes of clarity and notwithstanding the fact that Developer will be operating the BOT Acquisition Property, such covenants shall apply during the Operating Period.

(a) **Agreement Compliance.** County: (i) shall pay the BOT Payments punctually and in strict conformity with the terms of this Agreement; (ii) faithfully shall observe and perform all of its obligations under this Agreement (iii) County shall take all necessary steps to issue the bonds and pledge such payment.

(b) **Other Contract Compliance.** County shall: (i) not take, or fail to take, any action under any contract, if the effect of such act or failure to act would impair or adversely affect the ability of County to pay the BOT Payments; and (ii) observe and perform all of its obligations under all other contracts affecting or involving the Project to which County is a party.

(c) **Property/BOT Expenses.**

(i) Upon the initiation of the Operating Period, the County: (A) shall pay all costs and expenses incurred in connection with the ownership, occupancy, possession, use operation, maintenance, and repair of the BOT Acquisition Property, including, without limitation that County shall: (1) pay and discharge when due all taxes, assessments, and other governmental charges that lawfully are imposed upon all or any portion of the Project Site or the BOT Acquisition Property; (2) pay all usage and other charges for utility services furnished to the BOT Acquisition Property; and (3) pay all premiums of insurance policies required to be maintained (or otherwise maintained) with respect to the Project Site and/or the BOT Acquisition Property; (B) shall pay all taxes and assessments levied as a result of the receipt of the BOT Payments; and (C) within 30 days after receipt of written invoice from Developer, shall reimburse Developer for administrative and other costs and expenses incurred by Developer in connection with the ownership, occupancy, possession, use, operation, maintenance, and/or repair of the BOT Acquisition Property during the Operating Period. For purposes of clarity, the foregoing shall not be deemed to nullify any obligations of Developer with respect to the construction of the Project.

(ii) County shall have the right to contest, at its cost and expense

and in accordance with all Laws, the valuation of the Project Site, the BOT Acquisition Property and/or the calculation of any real estate taxes or assessments. Pending resolution of such a contest, County shall pay when required by the applicable taxing authority the installments and payments of the taxes and assessments being contested, except to the extent that the foregoing may be deferred without penalty during the pendency of the contest.

(d) No Liens. At all times County shall keep the Project Site and, after the acquisition thereof, the BOT Acquisition Property, free from any and all liens, claims, security interests, encumbrances, and restrictions, excepting only: (i) those existing on the Closing Date or resulting from compliance with this Agreement; and (ii) the lien of current real estate taxes not delinquent.

(e) Title. Upon request by Developer, County shall take such actions as may be necessary or appropriate to remedy or cure any defect in, or cloud upon, the title to all or any portion of the Project Site or, after acquisition thereof by County, the BOT Acquisition Property.

(f) Laws. County shall comply with the Laws in connection with its use, operation, maintenance, and repair of the Project Site and the BOT Acquisition Property.

(g) Assurances. County shall adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and/or (iii) in connection with assuring and confirming the rights and benefits provided to Developer.

(h) No Transfer. County shall not undertake, permit, or cause a Transfer.

15. **Developer Covenants.**

(a) Filings. Developer shall keep in full force and effect, without any violations by Developer, any and all filings or registrations required by the Laws in connection with: (i) the performance by Developer of its obligations under this Agreement; (ii) the acquisition of the materials to construct, and/or the construction of, the Project in accordance with this Agreement and the construction contract; or (iii) the sale of the BOT Acquisition Property to County in accordance with this Agreement.

(b) No Liens. At all times prior to conveyance of the BOT Acquisition Property to County, Developer shall: (i) keep the materials to construct the Project free from any and all liens, claims, security interests, encumbrances, and restrictions, excepting only: (A) those existing on the Closing Date or resulting from compliance with this Agreement; and (B) the lien of current real estate taxes not delinquent; and (ii) defend such materials against the claims and demands of others. If any mechanic's, supplier's, or similar lien is filed against the Project Site, the BOT Acquisition Property, or the materials to construct the Project, for work claimed to have been done for, or materials claimed to have been furnished to,

Developer, then Developer shall cause such mechanic's, supplier's, or similar lien to be discharged of record within 30 days after notice of the filing by bonding or providing other adequate security therefor, or as provided or required by the Laws.

(c) Laws. Developer shall comply with all Laws in the performance of its obligations under this Agreement and the construction contract.

(d) No Transfer. Developer shall not undertake, permit, or cause a Transfer.

(e) Developer Interests. Prior to conveyance of the BOT Acquisition Property to County, Developer: (i) shall not change its name; (ii) shall not: (A) merge into, or consolidate with, any other entity, or otherwise reorganize; (B) sell, convey, or transfer to any person any interest in Developer; and/or (C) otherwise permit any change in the members of Developer or the percentage of ownership in Developer; if the effect of the foregoing is that Developer no longer is controlled by Gregory W. Martz; (iii) shall notify County in writing of any change of the nature specified in the foregoing clause (ii); and (iv) shall not grant any security interest in any interest in Developer or any member thereof.

(f) No Amendments. Prior to conveyance of the BOT Acquisition Property to County, Developer shall not: (i) amend, modify, or restate the articles of organization or operating agreement of Developer; (ii) cause or permit any such amendment, modification, or restatement; or (iii) be dissolved, wound up, or converted to another type of entity, or have its existence as a limited liability company terminated.

(g) Business. Prior to conveyance of the BOT Acquisition Property to County, Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

16. Events of Default. Each of the following shall be deemed to be an "Event of Default" by Developer or County, as applicable:

(a) the failure to pay any amount when due hereunder, including, without limitation, the failure by County to pay the BOT Payments on the Payment Due Date (or, if Developer has declared the Full Prepayment Option to have been exercised as permitted herein, on the Full Prepayment Date);

(b) the failure to observe or perform any term or condition of this Agreement to be observed or performed by it (other than the payment of any amount due hereunder), which failure is not cured within 30 days after receipt by the defaulting party of written notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within 30 days, despite the exercise of reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (i) commences to remedy the failure within the 30-day period; and (ii) diligently pursues such remedy to completion.

(c) the filing or commencement of any bankruptcy or similar proceeding by or

against including, without limitation: (i) the filing of a petition for arrangement or reorganization; (ii) the appointment of a receiver for all or a substantial portion of the party's property; or (iii) the assumption of custody or control of a party or any of its property by a court of competent jurisdiction pursuant to any Law for the relief or aid of debtors; provided that, if any of the foregoing are filed, appointed, assumed, or otherwise commenced against a party without its consent, then there shall not be an Event of Default unless and until such filing, appointment, assumption, or other commencement remains in effect and/or active in excess of 45 days;

(d) becoming insolvent or generally unable to pay its debts as they become due; and

(e) the occurrence of any of the circumstances set forth in Subsection 16(c) or 16(d) with respect to Developer if such occurrence is prior to the expiration of the Operating Period and the conveyance of the BOT Acquisition Property to County.

17. Remedies.

(a) Remedies.

(i) During the continuance of an Event of Default, the non-defaulting party may take such actions at law or in equity as are necessary or appropriate to: (A) collect any payments due under this Agreement; (B) protect the rights granted to the non-defaulting party under this Agreement; (C) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, through the exercise of the equitable remedies of injunction and/or specific performance); or (D) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it; provided that no cure undertaken by the non-defaulting party shall be construed to be a waiver of the Event of Default.

(ii) if County is the defaulting party, then Developer may declare the Full Prepayment Option to have been exercised; provided that: (A) the Full Prepayment Date shall occur on a date designated by Developer; and (B) if County fails to pay the BOT Payments on the date designated by Developer as the Full Prepayment Date, then such failure shall constitute an Event of Default, with the result being that Developer shall have the right to exercise remedies available at law or in equity (including, without limitation, those set forth in this Section).

Except to the extent provided to the contrary in this Section or by the Laws, the non-defaulting party is not required to give notice to the defaulting party prior to exercising its remedies during the continuance of an Event of Default.

(b) **No Remedy Exclusive.** No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

(c) **No Waiver.** No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. None of: (i) a waiver by the non-defaulting party of an Event of Default; (ii) a delay in the exercise by the non-defaulting party of any right or remedy with respect to an Event of Default; or (iii) the acceptance by Developer of all or any portion of the BOT Payments during the continuance of an Event of Default by County; shall be deemed to: (i) constitute a waiver of the current or any subsequent Event of Default; (ii) release or relieve the defaulting party from performing any of its obligations under this Agreement; or (iii) constitute an amendment or modification of this Agreement.

(d) **Damages.** The non-defaulting party may recover from the defaulting party all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that the non-defaulting party incurs: (i) by reason of any Event of Default by the defaulting party; and/or (ii) in connection with exercising its rights and remedies with respect to any Event of Default; together with interest thereon at the rate of 12% per annum. All such amounts shall be due and payable by the defaulting party immediately upon receipt of written demand from the other party, and the obligation of the defaulting party to pay such amounts shall survive the acquisition by County of the BOT Acquisition Property.

18. Termination and Incurred Expenses. If this Agreement terminates pursuant to Section 7(e)(ii) for any reason other than a continuing Event of Default by Developer, then: (a) County shall reimburse Developer for the Incurred Costs the Developer has incurred by the date of Default; (b) County and Developer shall execute the Transfer; and (c) Developer shall assign to County its right, title, and interest in and to the Final Plans and the materials obtained by it in connection with the due diligence undertaken by Developer, if any, which rights, title, and interest shall not prohibit County from using the Final Plans and materials in connection with the construction of the Project. To receive reimbursement for the Incurred Costs as permitted by this Section, Developer shall submit to County an invoice therefor and County shall reimburse Developer for the amount set forth on such invoice in the ordinary course of its business, but in all events within 30 days after receipt of such invoice.

19. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to Developer at 8561 N. County Road 175 E., Springport, Indiana 47386, Attn: Gregory W. Martz; and to County at Morgan County, 180 South Main Street, Martinsville, IN 46151, Attn: County Administrator, with a copy to: Cameron G. Starnes, Taft Stettinius & Hollister, One Indiana Square, Suite 3500, Indianapolis, IN 46204. Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section.

20. **Assignment.** Neither Developer nor County shall: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder; provided that, prior to the Closing Developer may assign this Agreement to an entity in which Gregory W. Martz of GM Development Companies LLC, holds a controlling interest so long as the receiving entity is of equal or greater creditworthiness. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of Developer or County) shall constitute an assignment for purposes of this Agreement.

21. **Indemnification**

(a) **Developer.** Developer shall indemnify and hold harmless County from and against any and all Claims arising from or connected with: (i) mechanics' liens filed against the Project or the Project Site for work performed by Developer or any party acting by, under, through, or on behalf of Developer; (ii) breaches by Developer under contracts to which Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (iv) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; or (v) the breach by Developer of any term or condition of this Agreement.

(b) **County.** County shall indemnify and hold harmless Developer from and against any and all Claims arising from or connected with: (i) the negligence or willful misconduct of County or any party acting by, under, through, or on behalf of County; or (ii) the breach by County of any term or condition of this Agreement.

Notwithstanding anything to the contrary set forth herein, the obligations of the parties under this Section shall survive the termination of this Agreement.

22. **Force Majeure.** Notwithstanding anything to the contrary set forth in this Agreement, other than the final sentence of this Section, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other party within seven days after the occurrence of the event that is the basis of the Force Majeure assertion; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. The parties acknowledge the ongoing COVID-19 pandemic, and each agrees that: (a) in determining schedules and other obligations it has taken into consideration the information currently available from reputable government and healthcare organizations; (b) it has exercised commercially reasonable, good-faith efforts to consider the effects thereof that reasonably are foreseeable; and (c) it shall exercise commercially reasonable, good-faith efforts to: (i) keep current on all such COVID-19 information; and (ii) adjust for outcomes reasonably foreseeable as a result of such information.

The parties agree that, though the COVID-19 pandemic may fall within the definition of “Force Majeure”, the protections of this Section shall not apply to a claim of Force Majeure based on a COVID-related event if the applicable party has failed to comply with the requirements of this Section.

23. **BOT Statute.** This Agreement is intended to be a public-private agreement authorized by Indiana Code §5-23. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party at any time, the Agreement shall forthwith be amended to make such insertion or correction.

24. **Miscellaneous.** Subject to Section 19, this Agreement shall inure to the benefit of, and be binding upon, Developer and County, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement between Developer and County with respect to the subject matter hereof, and may be modified only by a written agreement executed by both Developer and County; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Signature Pages Follow]

IN WITNESS WHEREOF, Developer and County have executed this Agreement on the date set forth in the introductory paragraph of this Agreement.

GM DEVELOPMENT COMPANIES LLC

By: _____
Gregory W. Martz, Sole Member

COUNTY OF MORGAN, INDIANA

By: _____
Printed: _____
Title: _____

INDEX TO EXHIBITS

Exhibit A	Depiction of Project Site
Exhibit B	Plan Schedule
Exhibit C	Required Insurance Policies (Developer)
Exhibit D	Form Completion Certificate
Exhibit E	Form Quitclaim Deed

EXHIBIT A
Depiction of Project Site



**EXHIBIT B -
PLAN SCHEDULE**

Morgan County Government Center Project

Delivery of Scoping Period Deliverables	May, 2024
Delivery of SDs	January, 2025
Delivery of DDs	April, 2025
Delivery of CDs	July, 2025
Construction Begins	August, 2025
Substantial Completion	February 28, 2027

EXHIBIT C
Required Insurance Policies (Developer)

1. Commercial General Liability (Occurrence Basis) – bodily injury, personal injury, property damage, contractual liability, product/completed operations
 - a. Each Occurrence Limit \$1,000,000.00
 - b. Damage to Rented Premises \$100,000.00 (each occurrence)
 - c. Medical Expense Limit \$5,000.00
 - d. Personal/Advertising Injury Limit \$500,000.00
 - e. General Aggregate Limit \$2,000,000.00 (other than Products Completed Operations) (to apply *per project*)
 - f. Products Completed Operations \$1,000,000.00

2. Auto Liability (combined single limit) \$1,000,000.00
 - a. Bodily injury/property damage \$1,000,000.00 (each accident)

3. Excess/Umbrella \$2,000,000.00 (each occurrence and aggregate)

4. Worker's Compensation Statutory Limits

5. Employer's Liability \$100,000.00 each employee
\$250,000.00 each accident
\$500,000.00 policy limit

6. Professional Liability \$100,000.00 single limit
\$2,000,000.00 aggregate

7. Builder's Risk Equal to Project Purchase Price

EXHIBIT D
Form Completion Certificate

COMPLETION CERTIFICATE
Morgan County Government Center

This Completion Certificate [Morgan County Government Center] is executed this ___ day of _____, by and between GM Development Companies LLC (the "Developer"), and Morgan County, Indiana (the "County").

Recitals

WHEREAS, Developer and County have executed that certain Build-Operate-Transfer Agreement dated _____, 202_ (the "BOT Agreement");

WHEREAS, pursuant to the BOT Agreement, Developer is obligated to construct a building and related improvements on that certain real estate more particularly described on Exhibit A;

WHEREAS, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the BOT Agreement;

WHEREAS, as contemplated by the definition of "Substantial Completion", the architect of record has delivered to County a certificate of substantial completion to the effect that the Project has been completed substantially in accordance with the Final Plans, subject to "punch-list" items identified in connection with the Final Inspection that do not materially affect the use of the Project for its intended use;

WHEREAS, Developer and County agree that the Substantial Completion Date has occurred, subject to such "punch-list" items; and

WHEREAS, the BOT Agreement provides that, subsequent to the Substantial Completion Date (as defined in the BOT Agreement"), Developer and County shall execute a certificate of completion.

Certificate

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, each of Developer and County certifies and agrees that the Substantial Completion Date occurred on _____.

[signature pages follow]

IN WITNESS WHEREOF, Developer and County have executed this Completion Certificate as of the date set forth in the introductory paragraph hereof.

GM Development Companies LLC

By: _____
Gregory W. Martz, Member

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared Gregory W. Martz, the sole Member of GM Development Companies LLC who acknowledged the execution of the foregoing Completion Certificate on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 20__.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.
My County expires _____.

MORGAN COUNTY, INDIANA
By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of Morgan County, Indiana, who acknowledged the execution of the foregoing Completion Certificate on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.
My expires _____.

This instrument was prepared by Cameron G. Starnes, Taft Stettinius & Hollister LLP. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT E
Form Quitclaim Deed

QUITCLAIM DEED
Morgan County Government Center

GM Development Companies LLC (the Grantor") hereby QUITCLAIMS to the County of Morgan, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, all of Grantor's right, title, and interest in and to the shell building and related improvements currently located on that certain real estate more particularly described on Exhibit A, attached hereto and incorporated by reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed the ____ day of _____.

GM Development Companies LLC

By: GM Development Companies LLC

By: _____
Gregory W. Martz, Member

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared Gregory W. Martz, the sole Member of GM Development Companies LLC, who acknowledged the execution of the foregoing Quitclaim Deed on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My expires _____

This instrument was prepared by Cameron G. Starnes, Taft Stettinius & Hollister LLP. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

3. Morgan County will provide the Sycamore Services the sum of Fifty-four Thousand Dollars (\$54,000.00) for to be used in the manner and for the purpose herein set forth.

IN WITNESS WHEREOF, the parties execute this agreement
this ___ day of _____, 20__.

Sycamore Services, Inc

By _____

Printed:

Title:

MORGAN COUNTY BOARD OF
COMMISSIONERS

Don Adams

Bryan Collier

Kenny Hale

ATTEST:

Linda Pruitt
Auditor of Morgan County

3. Morgan County will provide the Hilldale Cemetery the sum of One Thousand Five Hundred Fifty Dollars (\$1550.00) to be used in the manner and for the purpose herein set forth.

IN WITNESS WHEREOF, the parties execute this agreement this ____ day of _____, 20__.

Hilldale Cemetery Association

By _____

Printed:

Title:

MORGAN COUNTY BOARD OF COMMISSIONERS

Don Adams

Bryan Collier

Kenny Hale

ATTEST:

Linda Pruitt
Auditor of Morgan County

3. Morgan County will provide Morgan County Connect the sum of Forty-seven Thousand Dollars (\$47,000.00) to be used in the manner and for the purpose herein set forth.

IN WITNESS WHEREOF, the parties execute this agreement this ____ day of _____, 20__.

Coordinated Aging of Morgan County

By _____

Printed:

Title:

MORGAN COUNTY BOARD OF
COMMISSIONERS

Don Adams

Bryan Collier

Kenny Hale

ATTEST:

Linda Pruitt
Auditor of Morgan County

2024
AGREEMENT

Comes now the CICOA Aging & In-Home Solutions, and
comes also the Morgan County Board of Commissioners; and,

WHEREAS, CICOA Aging & In-Home Solutions is an Indiana
_____, organized for the express purpose of
(for profit/not-for-profit) (corporation/organization)

_____ ; and,

WHEREAS, CICOA Aging & In-Home Solutions is attempting to

_____ ; and,

WHEREAS, the Morgan County Council is willing to make
available the sum of Eleven Thousand Dollars
(\$11,000.00) to CICOA Aging & In-Home Solutions.

IT IS NOW MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. The sum provided by Morgan County will be used solely and exclusively for such purpose.
2. The CICOA Aging & In-Home Solutions will further attempt to obtain other funds to supplement those provided by Morgan County.

3. Morgan County will provide the CICOA Aging & In-Home Solutions the sum of Eleven Thousand Dollars (\$11,000.00) to be used in the manner and for the purpose herein set forth.

IN WITNESS WHEREOF, the parties execute this agreement this day of _____, 20__.

CICOA Aging & In-Home Solutions

By _____

Printed:

Title:

MORGAN COUNTY BOARD OF COMMISSIONERS

Don Adams

Bryan Collier

Kenny Hale

ATTEST:

Linda Pruitt
Auditor of Morgan County

3. Morgan County will provide the Morgan County Fair & 4-H Association the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) to be used in the manner and for the purpose herein set forth.

IN WITNESS WHEREOF, the parties execute this agreement this day of _____, 20__.

Morgan County Fair & 4-H Association

By _____

Printed:

Title:

MORGAN COUNTY BOARD OF COMMISSIONERS

Don Adams

Bryan Collier

Kenny Hale

ATTEST:

Linda Pruitt
Auditor of Morgan County

ANIMAL CONTROL AND SERVICE AGREEMENT

This Agreement made and entered into the day and year stated on the last page hereof between **MORGAN COUNTY, INDIANA**, a municipal corporation, hereinafter called "County" and the **MORGAN COUNTY HUMANE SOCIETY, INC.**, an Indiana not-for-profit corporation, hereinafter called "Society";

WITNESSETH:

WHEREAS, the Society and the County desire to enter into an Agreement by which the Society shall provide animal control services to the County;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties hereby agree as follows:

1. The term of this Agreement shall be from January 1, 2024 through December 31, 2024. The amount to be paid by the County for said term shall be One Hundred Sixty-four Thousand Seven Hundred Six Dollars (\$164,706.00). The County or the Society shall provide written notice of its intention to not renew this Agreement at least thirty (30) days prior to the expiration of the term of this Agreement.

2. The County shall pay to the Society the annual sum under this Agreement in quarterly installments. If, for any reason, the County intends to withhold any quarterly payment due the Society, written notice shall be mailed to the Society by Certified Mail fifteen (15) days prior to said payment date.

Any boarding charges ordered by a court of law to be paid for animals held at the Shelter pending court action shall be paid by the Society and shall not be a credit toward sums owed by the County under this Agreement.

3. The Society shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any board and impoundment fees which the Society may charge an owner of any animal which has been impounded in the Shelter. Any impounding fee shall be reasonably related to the cost of record keeping and care incurred thereby.

4. The Society shall perform animal control services for the County in the following manner:

Operation of the Animal Shelter: The Society shall operate the Animal Shelter and its respective animal programs according to applicable law and according to humane principles set forth by the Humane Society of the United States and the American Humane Association.

Shelter Availability and Fees. The Society shall make the animal shelter available to other animal control officers or the Sheriff's Department of Morgan County during normal business hours and shall provide access at other times in cases of emergency for the proper housing of small animals. The Society is not responsible for services in cities or towns that employ animal control staff. Any agreement between the Society and such cities or towns shall specify the fees to be paid to the Society by said cities or towns. A lost or stray animal shall be kept at the Shelter by the Society for a minimum of three (3) days, space permitting. After that time, the animal becomes the property of the Society, and at its discretion, will evaluate and temperament test the animal to determine fitness for adoption and/or reclaimed. The Society agrees that it will attempt to recover costs for that additional amount of time from either the rightful owner or the person adopting said animal. Adequate protection from weather shall be provided for these animals, along with food and water.

Cats. The Society shall not be obligated to catch, pick up or accept stray cats.

Provision for Animal Control Officer. The Society agrees to provide personnel to conduct the duties and functions under the County Ordinance 4-2-1, as amended.

Service to the Public. Animal control pick up hours of service will be as follows: Monday through Friday, 9:00 a.m. – 5:00 p.m. All emergency services shall be provided by separate agreement.

5. **Care and Disposition of Animals**

Every animal shall be checked daily for signs of illness and disease. Obvious signs of disease include runny eyes, nasal discharge, loose stool, vomiting, lack of appetite, skin sores, lameness, parasites and abnormal behavior.

Animals showing any sign of disease shall be isolated in whatever way possible to prevent contact with healthy animals, treated if possible or if necessary humanely euthanized.

Medical Care. Animals shall be provided with adequate medical care.

Euthanasia. Euthanasia shall be performed only by those persons who have been properly trained under the direction of a licensed veterinarian or those who have successfully completed a course in euthanasia by injection and are certified. The method of euthanasia shall be by injection of substances designed for such purpose and generally acceptable within the veterinarian profession.

Adoption. The Society will set and carry out all adoption programs and policies in accordance with humane principles set forth by the Humane Society of the United States or the American Humane Association, to the degree possible with the facilities and funds available.

Education. All animal shelter employees and volunteers shall make an active effort to educate all visitors to the animal shelter regarding basic pet care and humane treatment of animals, responsible pet ownership and the local and state laws concerning animal control and welfare.

6. **Records.** A kennel card shall be prepared for every animal that enters the Shelter stating all important data, description and characteristics of the animal. A monthly report containing a summary of the previous month's Shelter activities shall be made available upon request to any interested party. Said monthly report will be forwarded to the Commissioner's Office.

7. **Drugs.** The Society will maintain permits for the use of any drugs that are needed in the operation of the Animal Shelter. The Society also agrees to purchase all drugs for euthanasia.

8. **Utilities.** The Society shall pay for all utilities used upon or in connection with the Animal Shelter including electricity, gas, water, heat, garbage and other services.

9. **Maintenance.** The Society shall be responsible for and shall maintain the structural components of the Animal Shelter.

10. **Liability Insurance.** The Society agrees that it will at all times during the term hereof or any extended term, at its own expense, keep in full force and maintain for the benefit of the Society and the County, a general liability insurance policy, naming the Society as insured against claims for personal injury or property damage, in an amount deemed sufficient by the County.

11. **Fire and Extended Coverage Insurance.** The Society shall at all times carry fire insurance, extended coverage insurance and vandalism insurance on the Animal Shelter and its improvements to the extent of the full insurable value of the premises. The policy shall name the Society as the owner and beneficiary. The Society shall pay the premiums on all such insurance. The Society and County agree to dedicate the proceeds of such insurance to the repair and replacement of the Animal Shelter or its improvements.

12. **Animal Control Vehicle.** The Society shall purchase an Animal Control Van for the Shelter and the Society shall be responsible for the vehicle insurance and maintenance.

13. **Breach and Termination.** In the event the County and/or the Morgan County Humane Society determines the County or the Society to be in violation of the terms and

conditions of this Agreement, the non-breaching party shall provide the breach party written notice of any alleged breach. Such notice shall be provided by Certified Mail, Return Receipt Requested. The breaching party shall then have thirty (30) days in which to cure or rectify the default. If at the end of thirty (30) days the default has not been cured or corrected, then this Agreement may be immediately terminated by either party. A review of any allegations of breach may be conducted by the Board of Commissioners and/or the Society Board of Directors prior to termination, at the sole discretion of the party conducting the review. In the event a party is found to be in breach of this Agreement, then the non-breaching party may collect all attorney fees and costs it has incurred as a result of the breach.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set out below.

MORGAN COUNTY HUMANE SOCIETY, INC.

Dated: _____ By: _____, President

**THE BOARD OF COMMISSIONERS OF
MORGAN COUNTY, INDIANA**

Dated _____ By: _____
Don Adams, President

ATTEST: _____
Linda Pruitt, Morgan County Auditor

ANIMAL CONTROL AND SERVICE AGREEMENT
FOR EMERGENCY SERVICES

This Agreement made and entered into the day and year stated on the last page hereof between **MORGAN COUNTY, INDIANA**, a municipal corporation, hereinafter called "County" and the **MORGAN COUNTY HUMANE SOCIETY, INC.**, an Indiana not-for-profit corporation, hereinafter called "Society";

WITNESSETH:

WHEREAS, the Society and the County have entered into a certain Animal Control and Service Agreement by which the Society shall provide animal control services to the County;

WHEREAS, the Society and the County desire to have the Society provide emergency services in addition to the services provided under the Animal Control and Service Agreement; and,

WHEREAS, the Society and the County desire to enter into a separate service agreement for the provision of emergency animal control services.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties hereby agree as follows:

1. The term of this Agreement shall be from January 1, 2024 through December 31, 2024. The amount to be paid by the County for said term shall be Eighteen Thousand Dollars (\$18,000.00). The County or the Society shall provide written notice of its intention to not renew this Agreement at least thirty (30) days prior to the expiration of the term of this Agreement.

2. The County shall pay to the Society the annual sum under this Agreement in quarterly installments. If, for any reason, the County intends to withhold any quarterly payment due the Society, written notice shall be mailed to the Society by Certified Mail fifteen (15) days prior to said payment date.

Any boarding charges ordered by a court of law to be paid for animals held at the Shelter pending court action shall be paid by the Society and shall not be a credit toward sums owed by the County under this Agreement.

3. The Society shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any board and impoundment fees which the Society may charge an owner of any animal which has been impounded in the Shelter. Any impounding fee shall be reasonably related to the cost of record keeping and care incurred thereby.

4. The Society shall perform animal control services for the County in the following manner:

Service to the Public. In addition to the hours of service provided by the Society under the Animal Control and Service Agreement, which includes regular hours, as follows: Monday through Friday, 9:00 a.m. – 5:00 p.m.; the Society shall provide emergency services and shall be on call for emergencies in addition to the above hours. An emergency constitutes a dog bite, a threatening or vicious animal, or animal hit by a vehicle.

5. **Records.** A kennel card shall be prepared for every animal that enters the Shelter stating all important data, description and characteristics of the animal. A monthly report containing a summary of the previous month's Shelter activities shall be made available upon request to any interested party. Said monthly report will be forwarded to the Commissioner's Office.

6. **Drugs.** The Society will maintain permits for the use of any drugs that are needed in the operation of the Animal Shelter. The Society also agrees to purchase all drugs for euthanasia.

7. **Utilities.** The Society shall pay for all utilities used upon or in connection with the Animal Shelter including electricity, gas, water, heat, garbage and other services.

8. **Maintenance.** The Society shall be responsible for and shall maintain the structural components of the Animal Shelter.

9. **Liability Insurance.** The Society agrees that it will at all times during the term hereof or any extended term, at its own expense, keep in full force and maintain for the benefit of the Society and the County, a general liability insurance policy, naming the Society as insured against claims for personal injury or property damage, in an amount deemed sufficient by the County.

10. **Fire and Extended Coverage Insurance.** The Society shall at all times carry fire insurance, extended coverage insurance and vandalism insurance on the Animal Shelter and its improvements to the extent of the full insurable value of the premises. The policy shall name the Society as the owner and beneficiary. The Society shall pay the premiums on all such insurance. The Society and County agree to dedicate the proceeds of such insurance to the repair and replacement of the Animal Shelter or its improvements.

11. **Animal Control Vehicle.** The Society shall purchase an Animal Control Van for the Shelter and the Society shall be responsible for the vehicle insurance and maintenance.

12. **Breach and Termination.** In the event the County and/or the Morgan County Humane Society determines the County or the Society to be in violation of the terms and

conditions of this Agreement, the non-breaching party shall provide the breach party written notice of any alleged breach. Such notice shall be provided by Certified Mail, Return Receipt Requested. The breaching party shall then have thirty (30) days in which to cure or rectify the default. If at the end of thirty (30) days the default has not been cured or corrected, then this Agreement may be immediately terminated by either party. A review of any allegations of breach may be conducted by the Board of Commissioners and/or the Society Board of Directors prior to termination, at the sole discretion of the party conducting the review. In the event a party is found to be in breach of this Agreement, then the non-breaching party may collect all attorney fees and costs it has incurred as a result of the breach.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set out below.

MORGAN COUNTY HUMANE SOCIETY, INC.

Dated: _____ By: _____, President

**THE BOARD OF COMMISSIONERS OF
MORGAN COUNTY, INDIANA**

Dated _____ By: _____
Don Adams, President

ATTEST: _____
Linda Pruitt, Morgan County Auditor



January 31, 2024

Mr. Josh Messmer
Morgan County Administrator
180 S. Main Street
Martinsville, Indiana 46151

Re: Terry Burnside property
Parcels: 55-05-35-100-008.001-006
55-05-35-100-008.002-006
55-05-35-100-006.000-006
55-05-35-100-007.001-006

Dear Mr. Messmer:

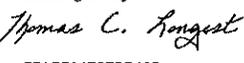
In accordance with your request, we have prepared a fee to provide two (2) limited summary report appraisals for the above referenced property.

It is proposed that the services be paid for on a per unit basis in the amount six thousand dollars (\$6,000) per unit, for a total not to exceed of twelve thousand dollars (\$12,000.00). Beam, Longest and Neff, L.L.C. (BLN) is to be compensated monthly based upon percent complete.

The Standard Terms and Conditions, as set forth in Attachment A, are attached hereto and made an integral part hereof. The E-Verify Affidavit, as set forth in Attachment B, is attached hereto and made an integral part hereof. If you are in agreement with this proposal, then please sign below. Your signature will constitute our notice to proceed with the work.

Very truly yours,

BEAM, LONGEST AND NEFF, LLC.

DocuSigned by:

E7AE691F2ERD42D
Thomas C. Longest
President and COO

AUTHORIZATION/ACCEPTANCE
MORGAN COUNTY, INDIANA

Josh Messmer, County Administrator

DATE: _____

TCL/am
xc: File #9000

ATTACHMENT "A" Standard Terms and Conditions

1. STANDARD OF CARE. The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.

2. CHANGE OF SCOPE. The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.

3. USE OF DOCUMENTS. All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

4. RELATIONSHIP WITH CONTRACTORS. CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.

5. DELAYS. If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.

6. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.

CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.

7. INSURANCE. CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.

8. INDEMNITY. OWNER and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.

9. LIMITATIONS OF LIABILITY. No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.

10. CONSULTANT VERIFICATION. The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.

11. LATE PAYMENTS. If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.

12. MISCELLANEOUS. The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.

13. E-VERIFY. Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.

14. NO INVESTMENT IN IRAN. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.

ATTACHMENT B

E-Verify Affidavit

"The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

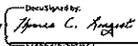
The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required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

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

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

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

Beam, Longest and Neff, L.L.C.
(Business Name)

By  _____
(Signature)

Thomas C. Longest
(Printed)

President and COO



Electronic Communication Systems Inc.
2476 West Industrial Park Drive
Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Taking Customer Service to New Heights

Morgan County 911 Telex Dispatch Console System
Purchase Agreement and Maintenance Contract
Terms and Conditions

1.Purchase Agreement: Equipment listed on pages 3 through 5 of this Purchase Agreement and Maintenance Contract (Agreement) will be installed at the Morgan County 911 Dispatch Center, 1050 Lincoln Hill Road, Martinsville, Indiana. The equipment will provide radio dispatch capabilities using 800 MHz, UHF, and VHF frequencies, enabling 911 to communicate with local, regional, and statewide public safety agencies.

2.Maintenance Contract: The Agreement includes a five (5) year parts and labor maintenance contract to repair to factory specification said equipment that may become defective through normal wear and tear. Agreement does not include maintenance of transmission lines, base station antennas, batteries, towers, and/or damage caused by lightning, physical abuse, or use of equipment outside of intended purpose.

3.Hours of Service: Electronic Communication Systems, Inc (ECS) maintains business hours of 8:00 a.m. ET to 5:00 p.m. ET Monday through Friday. Service deemed emergency is included in this Agreement and available 24/7.

4.Lease Purchase: Morgan County Commissioners agree to enter a five (5) lease purchase agreement. This Lease Purchase Agreement (Lease) is between Morgan County, the borrower and Milestone Bank, the lender. The Lease is a separate agreement between listed parties.

5.Payment: Morgan County Commissioners agree payment of \$377,654.20 will be made from Milestone Bank to ECS immediately upon completion of project. Payment will be made to: Electronic Communication Systems, Inc., 2476 W. Industrial Park Dr., Bloomington, IN 47404. Morgan County Commissioners ultimately bear the burden of payment.

6.Maintenance Contract Term: Agreement will have a term of five (5) years beginning January 30, 2024, and expiring January 29, 2029. A new Maintenance Contract may be quoted and entered after the current five (5) year term expires.

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting



TELEX
RADIO DISPATCH PRODUCTS





Electronic Communication Systems Inc.
2476 West Industrial Park Drive
Bloomington IN 47404
Phone (812)336-4411 Fax (812)339-2355
Website: www.ecs2way.com

Taking Customer Service to New Heights

Morgan County 911 Telex Dispatch Console System
Purchase Agreement and Maintenance Contract

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Michael Dyer
Electronic Communication Systems, Inc. President

1/30/24

Date

Morgan County Commissioners:

Bryan Collier

Date

Kenny Hale

Date

Don Adams

Date

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting



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Taking Customer Service to New Heights

DATE: January 30, 2024
ATTN: Director Scott Hamilton
 Morgan County 911
FROM: Michael Dyer
RE: Telex Nexus IP Dispatch Console Quotation

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENDED</u>	
11	Telex C-Soft 7 50L Line Software Key USB <i>F.01U.307.025 (1 Spare)</i>	\$8,255.00	\$90,805.00	
11	Telex Mini Industrial P.C with Windows 10 <i>F.01U.124.474 (1 Spare)</i>	4,150.00	45,650.00	
11	Telex ADHB-4-GEN2 US Advance Audio Panel <i>F.01U.149.779 (1 Spare)</i>	2,977.00	32,747.00	
11	Polar Desktop Gooseneck Microphone <i>F.01U.164.301 (1 Spare)</i>	586.00	6,446.00	
10	Bose Speakers for Select & Unselect Audio	350.00	3,500.00	
10	Telex ADHB-4MTBRK Mounting Bracket	69.90	699.00	
10	Samsung S24R350 24" Monitor 1920 X 1080	395.00	3,950.00	
13	Telex IP-224 IP Gateway WOPS NA <i>F.01U.347.907 (1 Spare)</i>	4,983.00	64,779.00	
24	Telex DB37 Radio Interface Cable	294.00	7,056.00	

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Page 2 of 2

RE: Telex Nexus IP Dispatch Console Quotation

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENDED</u>	
16	Kenwood NX-5900K2 P25 Mobile Radio 700/800 MHz 35 Watt, P25 Phase 1 & 2 Trunking	\$2,819.90	\$45,118.40	
4	Kenwood NX-5700K2 VHF Mobile Radio 136-174 MHz, 50 Watt, Analog & NXDN Digital	1,193.20	4,772.80	
1	Kenwood NX-5800K2 VHF Mobile Radio 380—470 MHz, 45 Watt, NXDN & DMR Digital	1,258.20	1,258.20	
2	Samlex 40 Amp Rack Mount Power Supply	1,575.00	3,150.00	
17	Samlex SEC-1235-M 30 Amp Power Supply	264.40	4,494.80	
5	Tripp Lite RS-0615-R Rack Mount Power Strip	150.00	750.00	
8	Samlex Dual Rack Mounting Plate	125.00	1,000.00	
7	Cooper B-Line Equipment Racks with Shelving	1,250.00	8,750.00	
1	Telex NEO-10 Network I/O Device	3,419.00	3,419.00	
3	16 Port Switch Managed IP Switch	1,250.00	3,750.00	
1	Laird Technologists UHF Fiberglass Antenna with 2' Side Arm Mount & 100' RG-8 Cable	1,175.00	1,175.00	
24	Polyphaser Coaxial Lightning Protector	125.00	3,000.00	

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting



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Taking Customer Service to New Heights

Page 3

RE: Telex Nexus IP Dispatch Console Quotation

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>EXTENDED</u>
1	Telex IP-3018 Desktop Dispatch Console <i>F.01U.392.874</i>	\$16,529.00	\$16,529.00
12	Recording Interface Cable with Transformer	75.00	900.00
24	RG214 Radio Coaxial Interface Cables	125.00	3,000.00
1	Telex C-Soft 7 License Upgrade to 50 Line (EOC Console)	4,278.00	4,278.00
1	Five Year 24/7 Service Maintenance Contract <i>Includes Parts & Labor- Excludes Lighting Damage</i>	43,577.00	43,577.00
-1	Trade in Allowance Motorola MCC7550 Dispatch Console System	-65,000.00	-65,000.00
1	Shipping & Handeling	2,500.00	2,500.00
1	Installation Labor <i>Scope of Work: Installation of the above equipment at Morgan County Dispatch and Radio Room. Installing C-Soft 7 software on computer and set levels.</i>	35,600.00	<u>35,600.00</u>
	TOTAL		<u>\$377,654.20</u>

Radio Communications Closed Circuit Camera Systems Outdoor Warning Siren Systems Emergency Vehicle Lighting



TELEX
RADIO DISPATCH PRODUCTS



REQUEST TO USE SPACE OUTSIDE COURTHOUSE

Brad Roe and Joe Disney were present to request approval to use the Courthouse parking for a Cruise-in on Thursday evenings from April through October except for Fall Foliage and Artie Fest. They typically have 50 to 60 cars. They requested the use of the parking area from 5 to 9 pm. Bryan Collier made a motion to approve the request. Mr. Collier also wanted to go on record to state that Brad Roe had one of the best set shots in Martinsville basketball Motion seconded by Kenny Hale. Motion carried 3-0.