

# AGENDA MEMO

Friday, September 16, 2022 8:07 AM

## AGENDA MEMO

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING  
MONDAY, SEPTEMBER 26, 2022  
8 AM  
1580 Constitution Row - Room E109  
Crawfordsville, IN 47933**

**Call to Order: Board President John E. Frey**

**Pledge of Allegiance and Prayer**

### **Consent Agenda**

Approval of Claims: September 12, 2022 to September 26, 2022

Accounts Payable: \$

Payroll 9/23 Claims: \$

Approve Minutes: September 12, 2022

GFC Leasing image CARE Agreement - Copier for Purdue Extension Office -

*ImagePRESS Lite C265 Copier - Equipment & Maintenance Plan \$317.14 per month.*

Metronet Business Agreement -

*The Agreement is a continuation of the County's conversion to Metronet's phone equipment. The plan includes \$300 per month for Premium Call Recording at the Sheriff's Department.*

### **Public Hearing Re-Zone 2022-3 Sugar Creek Property Group Agricultural to Residential -**

*The parcel is located on the north side of North Montgomery High School property on the west side of US 231. The proposed rezone is two parcels totaling 25.22 acres for the development of a residential subdivision. The proposed subdivision will incorporate on site well and septic systems. Access to the property will be to US Highway 231 and will require INDOT approval for entrance. The proposed development will be required to obtain Plat, subdivision and Drainage approval from the Plan Commission*

Ordinance 2022-28 - Approving the Request of Sugar Creek Property Group to Rezone Certain Parcels of Land Located at the 6000 North Block of U.S. 231 from Agricultural to Residential

### **New Business**

Event Manager Public Web Access Site Proposal

*Proposal from WTH is to Create & Host the new Public Web map that will utilize Event Manager software showing any events that would cause road closures or detours. Current Web Map is not compatible with this software.*

- Public will be able to access this map and information from any computer or phone via web link we publish on County Websites or can be accessed via stand-alone site.*
- Base map will be a general basic map of Montgomery Co. with addresses, parcel*

- boundaries, hydrology (water features), roads, highways & town boundaries.*
- *Map will show any Event that has been published by County for access to public.*

**LOW Associates - Remote Claim Entry & Advanced Time Software -**

*Quote - Onboarding Buildout and Annual Document/Server/Maintenance/Licensing. - \$7,500 Costs, Annual Costs \$2,500. Remote Claim Entry Option with Attachments Cost - \$5,000; Remote Claim Entry with Attachments Annual Maintenance - \$3,000. Advanced Time software - \$1,280 monthly Fee; Basic Attendance On Demand Implementation Services - \$5,000 & 225 Hours Pre-Post Implementation Workgroups, Department Head Training, Integration Setup - \$23,400.*

**United Consulting Task Order #6 - Part-time Inspections on Bridges 29, 205, 207 -**

*Task Order will allow United Consulting to perform part-time inspections on Bridges 29, 205, & 207. The task order is for 46 site visits and not to exceed \$50,000.*

**Work Order Agreement - Landfill Cap Joint Project -**

*The additional Work Order is to supplement the McCullough contract. This Work Order is intended to move and place up to 2,000 cubic yards or clean soil, located at the landfill, and compact the soil at the required grade. Estimated cost \$12,000. The cost will be shared with the City of Crawfordsville.*

**2023 Notice to Bidders - Highway Department -**

*The bids are for stone, tires, culverts, dust lay, signs and oil*

**Ordinances**

**2nd Reading: Ordinance 2022-25 - Granting the Vacation of a Portion of Lee Street in Linnsburg**

*On August 22, 2022 Board of Commissioners conducted a public hearing on the Petition to Vacate a Portion of Lee Street in the Town of Linnsburg filed by Cecil Gill. No property owners appeared to object to the vacation of the street as requested. Ordinance approves that the part of Lee Street in the unincorporated Town of Linnsburg in Montgomery County, specifically from the terminus of the platted street to a point one hundred seventy-eight (178) feet east of the terminus, is hereby vacated.*

**2nd Reading: Ordinance 2022-26 - Cum Bridge Rate Reduction -**

*First Reading - On February 28, 2022 - Board of Commissioners adopted Ordinance 2022-7 which re-established the Cumulative Bridge Fund establishing a tax rate for 2023 at \$0.075 per \$100 of assessed valuation. In order to relieve the General Fund and to provide greater flexibility to the County Council for 2023 budgets, the Commissioners agree to lower the tax rate for the Cumulative Bridge Fund for 2023 from \$0.075 per \$100 of assessed valuation to \$0.055 per \$100 of assessed valuation.*

**Introduction: Ordinance 2022-27 - Establishing the 2022 Health Department Lead and Healthy Homes Grant Fund**

*Beginning July 1, 2022, the new Emergency Rule, temporarily amending 410 IAC 29 became effective. This Emergency Rule updates definitions and other important guidelines used for lead case management, including lowering the standard for an elevated blood lead level from 10 ug/dL to 3.5 ug/dL and the benchmark for beginning case management services*



*from 10 ug/dL to 5 ug/dL.*

*In an effort to assist counties in meeting the requirements for the rule change, the state provided grants with value based on assumed case load impact. The Montgomery County Health Department was awarded a grant in the amount of \$47,304 (\$27,403 in lead case management and \$20,261 in lead risk assessment). Funding covers both case management and environmental inspections, and funding is available as a 24-month award from July 1, 2022 to July 30, 2024.*

## **Resolution**

### **Resolution 2022-7 Approving Multi-Hazard Mitigation Plan**

*Montgomery County EM-HS, in cooperation with the towns of Alamo, Darlington, Ladoga, Linden, New Market, New Richmond, New Ross, Waveland, Waynetown and Wingate and the City of Crawfordsville have prepared an update to the 2016 Multi-Hazard Mitigation Plan (MHMP) to address the risk and vulnerability of communities in the county which may be affected by known natural, man-made and technological hazards.*

*The Disaster Mitigation Act of 2000 (DMA 2000) required communities to update their MHMP every five years in order to be eligible for any future mitigation funding through the Indiana Department of Homeland Security and the Federal Emergency Management Agency. The intent of the MHMP is to plan for a disaster before it occurs in order to reduce the physical, social and economic impact of that disaster.*

*Topics covered in the update include: an overview of the planning requirements; a summary of the risk assessment and vulnerability analysis; and proposed mitigation projects for prevention, property protection, natural resource protection, emergency services, structural control projects, and public information.*

*Christopher Burke Engineering has helped facilitate this process.*

## **Other Business**

## **Adjournment**

*\*Agenda subject to change\**

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

# Agenda

Thursday, September 22, 2022 1:18 PM

## **AGENDA**

### **MONTGOMERY COUNTY BOARD OF COMMISSIONERS MEETING**

**MONDAY, SEPTEMBER 26, 2022**

**8 AM**

**1580 Constitution Row - Room E109**

**Crawfordsville, IN 47933**

**Call to Order: Board President John E. Frey**

**Pledge of Allegiance and Prayer**

### **Consent Agenda**

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Approve Minutes: September 12, 2022

GFC Leasing image CARE Agreement - Copier for Purdue Extension Office -

Enterprise Fleet Management Truck Lease

Metronet Business Agreement

### **Public Hearing Re-Zone Sugar Creek Property Group Agricultural to Residential**

Ordinance 2022-28 - Approving the Request of Sugar Creek Property Group to Rezone Certain Parcels of Land Located at the 6000 North Block of U.S. 231 from Agricultural to Residential

### **New Business**

Event Manager Public Web Access Site Proposal

LOW Associates - Remote Claim Entry & Advanced Time Software

United Consulting Task Order #6 - Part-time Inspections on Bridges 29, 205, 207

Work Order Agreement - Landfill Cap Project

Notice to Bidders for Annual Bituminous

### **Ordinances**

2nd Reading: Ordinance 2022-25 - Granting the Vacation of a Portion of Lee Street in Linnsburg

2nd Reading: Ordinance 2022-26 - Cum Bridge Rate Reduction

Introduction: Ordinance 2022-27 - Establishing the 2022 Health Department Lead and Healthy Homes Grant Fund

### **Resolution**

Resolution 2022-7 Approving Multi-Hazard Mitigation Plan



# AP Claims

Friday, September 16, 2022 8:09 AM

N/A

# Payroll Claims

Friday, September 16, 2022 8:10 AM

NA



# Minutes: 9-12-22

Friday, September 16, 2022 8:11 AM

MINUTES  
MONTGOMERY COUNTY COMMISSIONER MEETING  
MONDAY, SEPTEMBER 12, 2022

The Montgomery County Commissioners met in regular session on Monday, September 12, 2022 at 8:00 am at the Montgomery County Government Center, 1580 Constitution Row – Room E109, Crawfordsville, Indiana.

**CALL TO ORDER**

On call of the roll, the members of the Board were shown to be present as follows: President, John E. Frey; Vice President James D. Fulwider; and Commissioner Dan Guard.

Also present: County Attorney Dan Taylor; County Administrator Tom Klein; Auditor Jennifer Anandel; Building Administrator Marc Bonwell; Sheriff Ryan Needham; Highway Director Jake Lough; Assessor Sherri Bentley; Health Administrator Adrian Northcutt; Treasurer Heather Laffoon; Chief Probation Officer Andria Giegle; EMA Director Shari Harrington; 911 Director Sherri Henry; and Commissioners Executive Assistant Lori Dossett.

**PLEDGE & PRAYER**

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

**CONSENT AGENDA**

Approval of Claims: August 22, 2022 to September 12, 2022

Accounts Payable: \$7,522,818.53

Payroll 8/26: \$393,665.22

Payroll 9/9: \$394,422.41

Approve Minutes: August 22, 2022

*Commissioner Guard moved to approve the consent agenda. Seconded by Commissioner Fulwider. Motion carried 3-0 in favor.*

**NEW BUSINESS**

**American Structurepoint On-Call Engineering Professional Services Agreement -**

On-Call Services Agreement is a standard contract that is set up for the scope and fee to be negotiated on each individual task that's assigned under it for professional engineering services. The contract has a set end date as December 31, 2023. *Commissioner Fulwider moved to approve American Structurepoint On-Call Engineering Professional Services Agreement. Seconded by Commissioner Guard. Motion carried 3-0 votes in favor.*

**SWIF Co-Funding Letter - Tempur Sealy Project -**

Montgomery County is committed to support the Nucor-Tempur corridor water project and will provide co-funding as outlined below.

Montgomery County Bond: \$7,177,000

Montgomery County ARP: \$3,700,000

Indiana Water Rate Increase: \$1,623,000

Co-funding Commitment: \$12,500,000

*Commissioner Guard moved to approve the SWIF Co-Funding Letter – Tempur Sealy Project. Seconded by Commissioner Fulwider. Motion carried 3-0 in favor.*

**SWIF Co-Funding Letter - Mace Stormwater Project -**



Montgomery County is committed to support the Mace Stormwater Project and have reached an agreement with INDOT and they are processing it for signatures. INDOT has committed to pay all project costs regarding improvements within US136 INDOT right-of-way and is in midst of finalizing an agreement with the County. The project co-funding (for the bid amount) is outlined below:

Montgomery County (ARP):	\$336,000
INDOT:	<u>\$692,800</u>
Co-funding Commitment:	\$1,028,800

*Commissioner Guard moved to approve the SWIF Co-Funding Letter – Mace Stormwater Project. Seconded by Commissioner Fulwider. Motion carried 3-0 in favor.*

**Mason Private Locating Agreement - 1101 Whitlock Avenue Trinity Mission - \$25,920 Estimated**  
MPL will scan for any potential underground structures, old foundations, unknowns, etc. A site sketch showing approximate locations of marked facilities will be provided along with photographs of the jobsite. CCD funds will be used to pay for the project.

*Commissioner Fulwider moved to approve the Mason Private Locating Agreement. Seconded by Commissioner Guard. Motion carried 3-0 in favor.*

#### **Recommendation for the Provision of County EMS Services -**

The EMS Request for Proposal in Montgomery County resulted in two providers submitting responses. The City of Crawfordsville (Fire Department & EMS) and Heartland Ambulance Services, LLC submitted proposals.

RSS (Ritter Strategic Services) in collaboration with the County's EMS committee reviewed each response in accordance with the County's specifications and found both to be responsive.

On Thursday, September 1, 2022, RSS, EMS committee, county administrator, and county attorney interviewed both providers. At the conclusion of the interviews, the committee recommended that RSS and Tom Klein meet with the City to negotiate the level of service and the terms for EMS (excluding Crawfordsville and Union Township).

*Commissioner Frey moved to accept the recommendation of the County's EMS Committee and engage the City of Crawfordsville as the County's EMS Provider. Seconded by Commissioner Guard.*

Commissioner Fulwider stated that the move to County-wide EMS has been a long time coming and given that he is an employee of the City of Crawfordsville, he will be abstaining from the vote. **2-0 votes in favor (Frey & Guard) one abstention (Fulwider).**

#### **Introduction: Ordinance 2022-25 - Granting the Vacation of a Portion of Lee Street in Linnsburg -**

On August 22, 2022 Board of Commissioners conducted a public hearing on the Petition to Vacate a Portion of Lee Street in the Town of Linnsburg filed by Cecil Gill. No property owners appeared to object to the vacation of the street as requested. Ordinance approves that the part of Lee Street in the unincorporated Town of Linnsburg in Montgomery County, specifically from the terminus of the platted street to a point one hundred seventy-eight (178) feet east of the terminus, is hereby vacated.

#### **Introduction: Ordinance 2022-26 - Cum Bridge Rate Reduction -**

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ADJOURNMENT

There being no further business before the Board, *Commissioner Guard moved to adjourn. Motion passed 3-0 votes in favor.* Meeting adjourned at 8:17 am.

Minutes prepared by Commissioners Executive Assistant Lori Dossett.

The next regular meeting will be held on Monday, September 26, 2022 @ 8:00 am @ Montgomery County Government Center-Room E-109.

MONTGOMERY COUNTY BOARD OF COMMISSIONERS:

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John E. Frey, Board President

Attest:

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Jennifer Andel, Auditor



# GFC Leasing imageCARE

Friday, September 16, 2022 8:12 AM

# GFC Leasing imageCARE Master Agreement Acceptance Supplement

Master Agreement#: \_\_\_\_\_ Supplement#: \_\_\_\_\_ Term: 60 Commencement Date: \_\_\_\_\_

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and Montgomery County Purdue Extension Office ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date:	Payment and Meter Read Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Security Deposit: <u>\$0.00</u>
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Payment**: <b>\$317.14</b> **Plus fees, taxes and image charges, if applicable.	Federal ID#
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Comments:

GFC Leasing Solutions (please check all applicable)			End of Supplement Option:	Tax Exempt
<input checked="" type="checkbox"/> Equipment <input checked="" type="checkbox"/> Maintenance* <input type="checkbox"/> Rapid Temperature Kiosk Support Plan	<input type="checkbox"/> Customer Equipment <input type="checkbox"/> Software  <small>*Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.</small>	Equipment, If Applicable: <input checked="" type="checkbox"/> New <input type="checkbox"/> Certified Pre-owned <input type="checkbox"/> Other	<input type="checkbox"/> Fair Market Value <input checked="" type="checkbox"/> \$1.00 Buyout <input type="checkbox"/> HaaS (No Purchase)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please attach your tax exemption certificate)

Install DCA <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IT Contact Name: _____	Phone: _____	Email: _____
Meter Contact: Name: <u>Monica Nagele</u>	Phone: _____	Email: <u>mwilhoit@purdue.edu</u>	
A/P Contact: Name: _____	Phone: _____	Email: _____	

**Automated Clearing House ("ACH") Authorization:** By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	I: _____	I: _____
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. **Payments and Term.** GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

## 2. Equipment Lease.

A. **Fair Market Value Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. **Dollar Buyout Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this



that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in and to such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. **HaaS Option.** GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

**3. Maintenance.** If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

**4. Rapid Temperature Kiosk Support Plan.** Your Rapid Temperature Kiosk Support Plan provides unlimited phone support (833-223-3668) from 7:30 AM to 4:30 PM central time. This phone support is available for setup assistance and training. If the Rapid Temperature Kiosk fails as a result of normal usage, help desk support is available. If that step fails to resolve the issue, GFC will provide hot swap replacement of the Kiosk. The Kiosk replacement excludes devices which have been physically or intentionally damaged as well as all peripheral devices such as printers. Advanced features may require additional professional services for configuration.

**5. Maintenance Exclusions.** Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

**6. Additional Maintenance.** At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

**7. Consumable Supply Variances.** Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

**8. Meter Readings.** At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.



**9. Loss and Damage.** Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

**10. Title.** Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership hereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

**11. Software and Support.** GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

**12. End User Agreements.** You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at [www.gflesch.com/terms-and-conditions](http://www.gflesch.com/terms-and-conditions). You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

**13. Location of Equipment.** You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

**14. Personal Property.** You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

**15. Insurance.** During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

**16. Other Documents.** If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

**17. Addendums and Signatures.** All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

GORDON FLESCH COMPANY, INC.,  
d/b/a GFC LEASING

CUSTOMER

Montgomery County Purdue Extension Office

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

By: \_\_\_\_\_  
Authorized Signature

Name/Title: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Name/Title: \_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Witness: \_\_\_\_\_



Supplement #:

Page 4 of 4



# Gordon Flesch Company, Inc. Master Agreement

Agreement Number: \_\_\_\_\_

<b>Customer ("You" or "Customer")</b> Montgomery County Purdue Extension Office		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Association <input type="checkbox"/> Partnership	
<b>Full Legal Name</b> 400 Parke Ave.		<input type="checkbox"/> Municipality <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	
<b>Address</b> (765) 364-6363		<b>City</b> Crawfordsville	<b>State</b> IN
<b>Phone</b>		<b>E-Mail</b>	<b>Zip</b> 47933
		<b>Federal ID#</b>	

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFConsulting or GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and Montgomery County Purdue Extension Office, organized in the state of IN, ("you" or "Customer"), is effective on the date executed by GFC.

- Agreement.** By signing this Gordon Flesch Company, Inc. Master Agreement, you agree to the terms herein plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") executed by you now and in the future. Each Supplement will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Agreement to the same extent as if they were set forth in full in this Agreement. This Agreement and all Supplements delivered with this Agreement and anytime thereafter, are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each Supplement and each Service Level Agreement, addendum and schedule attached to any Supplement. Except as specifically provided in a particular Supplement, to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of any Supplement, Service Level Agreement, addendum or schedule, the terms and conditions in this Agreement will prevail.
- Term.** The term of any particular Supplement which references this Agreement begins on the "First Payment Due Date" specified in that Supplement and continues for the term set forth in such Supplement. Except as otherwise provided in a particular Supplement, the term for a Supplement will be extended automatically, without notice, for successive month-to-month terms beyond the initial term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled term or any extension of the term for that Supplement. Payments for any extended term will be due as invoiced by GFC. This Agreement will remain effective until all Supplements subject to this Agreement have expired, or been terminated.
- Equipment.** If a Supplement includes equipment, the items of equipment and other personal property including hardware, parts, additions, and accessories incorporated or attached to the equipment, and software embedded in the equipment are collectively referred to herein as the "Equipment."
- Software.** If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software."
- GFC Services.** If a Supplement includes services provided by GFC, or by third party vendors ("GFC Partners"), including but not limited to, IT managed services, professional services, and cloud based data storage, such services are also collectively referred to herein as "GFC Services."
- Your Selections.** You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, model, capacity, quantity, functionality, manufacturer, licensor, and supplier of the Equipment, Software, GFC Services, and any other hardware or services referred to in each Supplement (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of any purchase order pursuant to which GFC has acquired title to the Solutions. Any purchase order issued by you to GFC regarding the Solutions is issued solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Agreement or any Supplements.
- End User Agreements.** You acknowledge that installation and configuration of the Solutions commonly requires that you as the end user agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Solutions which require End User Agreements and a link to locate and review such End User Agreements are set forth on the applicable Supplement.
- Connectivity, Security.** It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Agreement, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions. You agree to refrain from any act or omission which disrupts, inhibits or



prevents the effectiveness, or operation of the Solutions provided by GFC and GFC Partners, including without limitation, Solutions for virus protection, data backup and IT managed services.

9. **Your Data.** You acknowledge that although GFC may provide recommendations, you agree that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
10. **Data Back Up.** GFC and GFC Partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to such installation and/or configuration. If data backup is not included in a Solution, you acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.
11. **Payments.** You agree to timely pay GFC all payments when due, as set forth in each Supplement, every calendar month, quarterly, annually or as otherwise stated therein, until all such payments have been made. All payment obligations herein are collectively referred to as the "Payments." You agree to make Payments in advance as invoiced by GFC. You also agree to pay prorated amounts for any partial billing period for the number of days between the Commencement Date and First Payment Due Date as those terms are defined in each Supplement.
12. **Late Payments.** If you fail to pay any part of a Payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
13. **Fees and Taxes.** You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Agreement and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
14. **Security Deposit.** The security deposit set forth in any Supplement will be held by GFC and does not earn interest unless required by law. If you default hereunder, or the Equipment is damaged, GFC may apply the security deposit to cure such default or repair such damage, and you will restore the security deposit upon demand. When you have met all requirements of this Agreement as of the expiration or termination of the latest to expire Supplement, any remaining security deposit will be returned to you.
15. **Delivery and Acceptance.** GFC agrees to purchase the Solutions from a supplier but assumes no liability in connection with the Solutions, or other services provided or delivery thereof by a third party. Delay in delivery of the Solutions does not affect the validity of this Agreement. You will inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of installation and implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept the Solutions and are satisfied that the Solutions are in good condition and in the proper configuration.
16. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the Equipment and Software in any Supplement; (ii) take possession of any or all items of Equipment and Software; (iii) suspend or terminate your use or access to GFC Services; (iv) sell or lease the Equipment at public or private sale; or (v) terminate this Agreement. In the event GFC takes possession of the Equipment and Software, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
17. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement.
18. **Data Access, Return.** The Solutions, including but not limited to cloud data storage, may contain sensitive data regarding your business, clients or employees ("Stored Data"). If you fail to pay or are otherwise in default pursuant to this Agreement, GFC may suspend or deny your access to the Stored Data. At your request, upon expiration or termination of this Agreement or expiration or termination of any Supplement or GFC Service, GFC will submit to you a cost estimate for the return of the Stored Data. You expressly acknowledge and agree that GFC has no duty or obligation of any kind to preserve, maintain or in any way prevent deletion of the



Stored Data contained in the Solutions provided or supplied to you pursuant to a particular Supplement, beyond the expiration or termination of such Supplement.

19. **Data Removal.** Upon expiration or termination of a Supplement, Equipment that is subject to such Supplement may contain Stored Data. You expressly acknowledge and agree that before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently remove and delete all Stored Data in the Equipment, to the extent that recovery of such Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove and delete any of the Stored Data, you hereby authorize GFC to remove and delete the Stored Data, but acknowledge and agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
20. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license, or a default by any provider of GFC Services or by a GFC Partner, does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
21. **Non-Waiver.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement.
22. **Non-Cancellable.** This Agreement is non-cancellable by you for the full term hereof and you will make all Payments required by this Agreement, even if your right to the benefit of the Solutions, or your use or possession of the Solutions, has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated.
23. **Assignment.** You will not (a) assign, transfer, pledge or hypothecate this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
24. **Privacy.** Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at [www.gflesch.com/terms-and-conditions](http://www.gflesch.com/terms-and-conditions), governs the manner in which GFC handles the information you provide to GFC.
25. **Notices.** Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the address above to the attention of the Vice President of Leasing.
26. **Modification.** Neither this Agreement nor any Supplement, schedule, addendum or rider can be modified or amended except by written agreement signed and currently dated by you and GFC.
27. **WARRANTIES AND DISCLAIMERS.** YOU WILL HAVE THE BENEFIT OF ALL MANUFACTURERS', LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS. GFC owns the Equipment but may assign to you all rights GFC may have with respect to any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.
28. **LIMITATION OF LIABILITY.** YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.



29. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. To the extent permitted by law, both you and GFC hereby waive any and all rights and remedies conferred upon a lessee by Article 2A of the UCC as set forth under applicable state law, and as amended from time to time. To the extent permitted by law, both you and GFC also hereby waive any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions in mitigation of GFC's damages in the event of your default, or which may otherwise limit or modify any of GFC's rights or remedies under this Agreement.
30. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your purchase, financing, rejection, possession, use, relocation, storage, operation, condition, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
31. **No Agency.** No salesperson, representative or agent of a manufacturer or supplier of the Solutions is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Solutions or any other matter by the manufacturer or supplier will in any way affect your obligations in this Agreement.
32. **Assurances.** You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC in writing at least thirty (30) days prior to any change to your legal name, address, state of organization, or change in your state-assigned organization number.
33. **Business Purpose.** You represent and warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances and regulations relating to it.
34. **Successors, Severability, and Survival.** This Agreement is binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties to this Agreement. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The obligations, agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
35. **Restricted Rights Legend.** Any Software provided to the U. S. Government, agency or instrumentality thereof or any prime contractor or subcontractor under any arrangement with the U.S. Government ("Government") is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and/or applicable Federal Acquisition Regulation protecting the commercial ownership rights of independently developed commercial software.
36. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venue in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
37. **Entire Agreement.** This Agreement and the Supplements, addendums, exhibits, schedules and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties as of the date executed by GFC.  
GORDON FLESCH COMPANY, INC.

**CUSTOMER:** Montgomery County Purdue Extension Office

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_



# Credit Application

## BUSINESS INFORMATION:

<b>Date Written</b> 09/13/2022		<b>Sales Rep</b> Andrew Gauer	
<b>Legal Business Name</b> Montgomery County Purdue Extension Office		<b>DBA</b>	
<b>Address</b> 400 Parke Ave.		<b>City</b> Crawfordsville	<b>State</b> IN
<b>Parent Company</b>		<b>City</b>	<b>State</b>
<b>Contact Person</b>		<b>Title</b>	<b>Phone</b>
<b>Type of</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability <input type="checkbox"/> Proprietor <input type="checkbox"/> Partnership		<b>State of Organization</b>	<b>DUNS Number</b>
<b>Federal Tax ID</b>		<b>Nature of Business</b>	
<b>Date Established under Current Ownership</b>			
<b>Current Year Sales</b>	<b>Current Year Net Income</b>	<b>Previous Year Sales</b>	<b>Previous Year Net Income</b>

## OWNERSHIP & BANKING INFORMATION:

<b>President</b>		<b>Vice President</b>	
<b>Treasurer</b>		<b>Secretary</b>	
<b>For proprietorships, partnerships, and corporations, please show name, residence address, and social security number of principles or officers.</b>			
<b>First</b>	<b>M.I.</b>	<b>Last</b>	<b>Residence Address</b>
			<b>Social Security Number</b>
1.			
2.			
<b>Bank Reference (Exact Branch)</b> List All Banks Used in the Last 5 Years		<b>Account Number</b>	<b>Type of Account</b>
		<b>Bank Contact</b>	<b>Phone Number</b>
1.			
2.			

## THIS APPLICATION DOES NOT OBLIGATE GFC TO ENTER INTO ANY LEASE, RENTAL OR PURCHASE AGREEMENT.

By signing this application the Applicant and the undersigned affirm that you are authorized to sign this application for the Applicant, and you certify that this Provision constitutes an authorized and express, written instruction to Gordon Flesch Company, Inc. ("GFC"), its designee (and any assignee or potential assignee thereof) authorizing review of the personal credit profile of the Applicant's profile as well as the personal profile of the undersigned, from a national credit bureau or public information database. This express authorization shall extend to obtaining a credit profile in considering the application of the Applicant and subsequently for the purposes of update, renewal or extension of any lease agreement, and for reviewing or collecting the resulting account. Furthermore, you the Applicant and the undersigned certify that this application is for the extension of commercial credit only, and any equipment subsequently leased, rented, or purchased will be used exclusively for commercial purposes and not for personal, family or household purposes. You acknowledge and understand that the information being gathered by GFC pursuant to this application is to be used by GFC for the purpose of: (1) determining the Applicant's eligibility, as determined by GFC in its sole discretion, to lease certain business equipment from GFC, (2) future review of the account for the purpose stated above, and (3) comply with Federal laws and regulations. The Applicant and undersigned hereby waive and release any and all claims and causes of action of every kind and nature that Applicant or its principals or personal guarantors may have against GFC, it's employees, agents, officers and shareholders arising, either directly or indirectly, from GFC's investigation, and agree to indemnify GFC from any suit or claims arising from such investigation, including costs and reasonable attorney fees. A PDF or facsimile copy of this authorization shall be valid as the original. **I FURTHER CERTIFY that I have not withheld ANY information on our financial condition that would have a material effect on our ability to perform and comply with the terms and conditions of any GFC lease, rental, or purchase agreements.**

**ECOA Statement:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all of or part of the applicants income is derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law is the Federal Trade Commission, ECOA Compliance, Washington D.C. 20281.

**FACSIMILE SIGNATURES/COUNTERPART SIGNATURES:** GFC and You agree that a facsimile, scanned, and/or e-mailed or otherwise reproduced signature on this application shall be a binding signature and carry the same legal force as an original signature. This application may be executed in counterparts, which collectively shall be deemed one application.

X  
\_\_\_\_\_  
Co-Applicants Signature

X  
\_\_\_\_\_  
Applicants Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# Metronet Business Agreement

Thursday, September 22, 2022 11:25 AM



# Public Hearing: Re-Zone Ag to Residential

Friday, September 16, 2022 10:49 AM

**MONTGOMERY COUNTY PLAN COMMISSION  
STAFF REPORT**

**Case Number: RZ2022-3**

**Date: 8-16-22**

**Petitioner- Sugar Creek Property Group**

**Location – 6000 N block of US Highway 231**

**Type of Case: Re- zone of agricultural zoned property to Residential**

**Standard: Discretionary**

**Introduction**

At the August, 24<sup>th</sup> 2022 meeting you will conduct a public hearing to consider a Re-zone of a parcel from Agricultural to Residential. The parcel is located North of North Montgomery High School property on west side of US 231. The proposed rezone is two parcels totaling 25.22 acres. The parcels are currently used as pasture and row crop agricultural. The adjacent properties are agricultural row crop property with low density residential homes.

The proposed purpose for the rezone of the 25.22 acres is for the development of a residential subdivision.

The proposed subdivision will incorporate on site well and septic systems.

Access to the property will be to US Highway 231 and will require INDOT approval for entrance.

The petition along with Plan Commission recommendation will be forwarded to the Montgomery County Commissioners for final decision on zoning classification.

If approved, the proposed development would be required to obtain Plat, subdivision and Drainage approval from the Montgomery County Plan Commission.

**Procedural Status**

Notice of the public hearing was published on August 10<sup>th</sup> 2022. Notice to adjoining landowners and landowners within 660 feet of property were sent on August 10th 2022. All property owners within 660 feet of proposed re-zone were notified with signature request mail.

**Factors to be considered**

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

The Comprehensive Plan delineates this area for the purposes of residential and agricultural development. The area is considered by the Comp Plan as prime location for low density residential. With that information the parcels in this rezone are not specifically addressed for the purpose.

The existing land use in the area is agricultural with low density residential in the surrounding area. The proposed residential development is consistent with overall character of the area.

The proposed is the most desirable use for the area.

Property values in the adjacent area would increase with the addition of residential homes.

The proposed development would be a complimentary to an area of need in the County and within close proximity of one of our County school systems property.

#### **Staff Recommendation**

**Staff recommends the Plan Commission send a favorable recommendation to the County Commissioners with the following condition.**

1. The developer is required to obtain entrance approval from INDOT for development prior to Subdivision Conceptual approval.

#### **Making a Motion and Discussion**

After hearing the statement of the case provided by the petitioner, the statement of the case by staff, any statements of the public and discussing the case, the Commission can forward the re-zone from agriculture to residential to Commissioners with a favorable recommendation an unfavorable recommendation or no recommendation. Each motion requires a second. After a motion is made and seconded, the Commission may discuss the motion. A minimum of 5 voting members are required to vote in favor of motion in order to take official action. After the vote, members will certify its action with signatures.

Respectfully submitted,

Marc Bonwell  
Building and Zoning Administrator



## MONTGOMERY COUNTY PLAN COMMISSION

Case Number: RZ 2022-3

Date: 08-24-2022

Petitioner- Sugar Creek Property Group

Location – 6000 N Block of US Highway 231, CRAWFORDSVILLE, IN 47933 in  
Montgomery County

### Findings

Based upon the staff report, the evidence presented by the petitioner, and statements made by the public, the Commission makes the following findings:

1. The approval will not be injurious to the public health, safety, morals and general welfare of the community;  
The Comprehensive Plan delineates this area for the purposes of residential and agricultural. The rezone provides much needed housing in the district.
2. The use and value of the area adjacent to the property included in Re-zone .  
The existing land use in the area is agricultural with low density residential in the surrounding area. The proposed residential development is consistent with overall character of the area.
3. This is the most desirable use for which the land in the area is adapted;  
The desired use of the area is residential and agriculture and thus the development aligns with the adapted uses of the area.
4. Property values in the adjacent area would most likely increase with the addition of single family dwelling in close proximity to the school district property.
5. Is the proposed development responsible development;  
The twenty lot subdivision is responsible development for the area.

Therefore, the Re-zone is sent to the Montgomery County Commissioners with an favorable recommendation by vote of \_\_\_7\_\_\_ in favor and \_\_\_0\_\_\_ against.

Date: August 24<sup>th</sup> 2022

A Majority of the Plan Commission:

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John Frey

---

Mark Davidson

---

Tom Cummins

---

Tom McClamroch

---

Randy Denhart

---

Jordan Burkett

---

Steve Loy

---

Robert Campbell

---

Steve Canfield

**Montgomery County Advisory Plan Commission's Certification  
of Proposed Rezone (Case RZ2022-3)**

The Montgomery County Advisory Plan Commission, pursuant to Indiana Code §36-7-4-608, hereby certifies to the Montgomery County Board of Commissioners a proposed map amendment (rezone) for Case Number RZ2022-3, a proposal to rezone certain real estate owned by Sugar Creek Property Group, and located in the 6000 block of US Highway 231 from Agricultural to Residential.

The Plan Commission held a properly noticed public hearing on the proposed map amendment and conducted a public hearing on August 24<sup>th</sup> 2022.

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

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

1. The property owner is required to obtain approval from INDOT for development prior to Subdivision Concept approval..

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

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

This certification is made on August 24<sup>th</sup> 2022, by a majority of the Montgomery County Advisory Plan Commission, as follows:

**IN FAVOR OF**  
the proposed  
Map Amendment

**AGAINST**  
the proposed  
Map Amendment

\_\_\_\_\_  
John Frey, President



	IN FAVOR OF the proposed Map Amendment	AGAINST the proposed Map Amendment
_____ Steve Loy, Vice President	_____	_____
_____ Tom McClamroch, Member	_____	_____
_____ Jordan Burkett, Member	_____	_____
_____ Steve Canfield, Member	_____	_____
_____ Tom Cummins, Member	_____	_____
_____ Mark Davidson, Member	_____	_____
_____ Robert Campbell, Member	_____	_____
_____ Randy Denhart, Member	_____	_____

ATTEST: \_\_\_\_\_  
Secretary

Date: August 24, 2022



**MONTGOMERY COUNTY COMMISSIONERS  
NOTICE OF PUBLIC HEARING  
To consider a Re-zone of Real Property in  
MONTGOMERY COUNTY**

The Montgomery County Commissioners will hold a public hearing on Monday, September 26<sup>th</sup>, 2022, at 8:00 am to consider a re-zone from Agricultural to Residential of a property in Montgomery County. The meeting will be held in the Community Room of the Montgomery County Government Center, 1580 Constitution Row, CRAWFORDSVILLE, IN 47933

Petitioner: Sugar Creek Property Group

Purpose of Request-

A request to re-zone two parcels totaling 25.5 acres of real property from Agricultural to Residential for the purpose of a Subdivision.

Location: 6000 N block of US Highway 231

Parcel ID's: 54-02-31-400-017.000-016

54-07-06-100-001.000-024

Citizens appearing at the public hearing will have an opportunity to provide comments concerning the proposed re-zone. All interested citizens are encouraged to attend. The Montgomery County Commissioners may continue the hearing from time to time as may be found necessary. Citizens may file written comments or objections with Montgomery County Building/ Zoning Administration ATTN: Marc Bonwell, 1580 Constitution Row, Crawfordsville, Indiana 47933 or by email at

([marc.bonwell@montgomerycounty.in.gov](mailto:marc.bonwell@montgomerycounty.in.gov)) prior to the public hearing. All such written objections will be considered by the Commissioners. A copy of the proposed re-zone is on file and may be examined at the Montgomery County Building and Zoning Administration office at 1580 Constitution Row, Crawfordsville, Indiana 47933 (765-364-6490), office hours are 8:00-4:30 weekdays except holidays.

In accordance with the Americans with Disabilities Act, if anyone intending to attend the public hearing needs reasonable accommodation, please contact the Montgomery County Commissioners Office, 1580 Constitution Row, Crawfordsville, IN 47933, 765-361-2623

This notice dated September 8, 2022

Marc Bonwell  
Building/Zoning Administrator

Montgomery County, IN

*Publish one time no later than September 14<sup>th</sup>, 2022*

Send Proofs and Invoices to:

*Montgomery County Building /Zoning Department  
110 West South Boulevard  
Crawfordsville, IN 47933*

# Ordinance 2022-28 - Re-Zone

Friday, September 16, 2022 10:49 AM



# **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**

## **ORDINANCE 2022-28**

### **APPROVING THE REQUEST OF SUGAR CREEK PROPERTY GROUP TO REZONE CERTAIN PARCELS OF LAND LOCATED AT THE 6000 NORTH BLOCK OF U.S. 231 FROM AGRICULTURAL TO RESIDENTIAL**

WHEREAS, Sugar Creek Property Group filed a proposal to rezone from Agricultural to Residential certain parcels of land located at 6000 North Block of U.S. 231 (Parcels No. 54-02-31-400-017.000-016 and 54-07-06-100-001.000-024) in Montgomery County, (the legal description for the parcel is attached as Exhibit A); and

WHEREAS, Sugar Creek Property Group intends to develop the as a single-family residential development with 12 to 15 lots on 25.51 acres; and

WHEREAS, the Montgomery County Plan Commission published notice of a public hearing and conducted a public hearing on the proposal on August 24, 2022; and

WHEREAS, the Plan Commission considered the request of Sugar Creek Property Group, the presentation made by its agent, Ron Dickerson, comments by the public, the case report and comments by the Zoning Administrator and approved a favorable recommendation on August 24,

2022, subject to a condition that the petitioner obtain entrance approval from the Indiana Department of Transportation for development prior to Subdivision Conceptual approval; and

WHEREAS, the Plan Commission properly certified its recommendation to the Montgomery County Board of Commissioners on August 25, 2022; and

WHEREAS, the Board of Commissioners published notice of a public hearing on the proposal and conducted a public hearing on September 26, 2022; and

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

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



5. responsible development and growth

now finds as follows:

1. Rezoning this real estate from Agricultural to Residential is consistent with the Comprehensive Plan as the parcel is suitable for residential development, is located near North Montgomery High School, and satisfies to need identified in the Comprehensive Plan for more residential development;

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

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

4. the approval of the rezone request will likely have a positive effect on the value of surrounding property and will not substantially and adversely impact the value property in the area of the subject property;

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

6. the proposed use of the property as residential is consistent with the most desirable use of the property in the district given the use of land in the surrounding area; and

7. that the requested proposal to rezone the subject land should be granted, subject only to the condition recommended by the Plan Commission; and

IT IS, THEREFORE, ORDAINED that the request by Sugar Creek Property Group to rezone certain parcels of real estate, located at 6000 North Block of U.S. 231, Crawfordsville, Indiana in Montgomery County, and described more particularly in Exhibit A, from Agricultural to Residential is hereby approved, subject only to the condition that Sugar Creek Property Group obtain entrance approval from the Indiana Department of Transportation for development prior to Subdivision Conceptual approval.

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



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

Adopted: September 26, 2022

Montgomery County Board  
of Commissioners

\_\_\_\_\_  
John Frey, President

\_\_\_\_\_  
James D. Fulwider, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest: \_\_\_\_\_  
Jennifer Andel, Auditor

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

\_\_\_\_\_  
Daniel L. Taylor

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

# Event Manager Public Web Access Site Proposal

Friday, September 23, 2022 9:22 AM

# PROPOSAL

June 15, 2022

*Prepared for:*

**Montgomery County Mapping Department  
Montgomery County, Indiana**

*To Provide:*

**Think GIS® Event Manager Public Web Access Site;  
Client Support and Hosting**

**This price proposal is valid for 90 days**



WTH Technology, Inc.  
• 3665 Washington Blvd. • Indianapolis, IN 46205 •  
• 888.225.5984 Toll Free •  
• [www.wthgis.com](http://www.wthgis.com) •



## OVERVIEW

The Montgomery County Mapping Department, IN, (the "Client") requires GIS and/or mapping related products and services. WTH Technology (the "Company") is a provider of such products and services. This agreement defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

## DESCRIPTION OF PRODUCTS AND SERVICES

### Think GIS® Event Manager Public Web Access Site

The Client desires to create and display dynamic event activity information on an Event Manager Public Web Access Site and the Company has the capability to create, host and provide the means to continuously update such a site.

The Think GIS® Event Manager Public Web Access Site provides the ability to share dynamic event activity with the public through a dedicated website. The site will show the location of dynamic events in the Client's jurisdiction on a GIS web map. The site will include basic map tools to allow for the searching of map locations, including addresses. This will give the public the ability to observe event activity near locations of interest to them.

### Technical Requirements

In order to implement a Think GIS® Event Manager Public Web Access Site, several supporting systems must be in place. These include:

Think GIS® Software

Think GIS® Event Manager Software

IP Based Computer Network with two-way IP data communications infrastructure

The Company does not supply any hardware or networking components. The Company will provide technical specifications, product suggestions and coordination and integration assistance throughout this project.

### Client Responsibilities

The Client must have previously implemented the prerequisites for the deployment of the Think GIS® Event Manager Public Web Access Site; Think GIS® software and Think GIS® Event Manager Software.

### Training & Implementation Plan

The deployment of the Think GIS® Event Manager software must be completed prior to the implementation of the Think GIS® Event Manager Public Web Access Site. After the Think GIS® Event Manager has been configured the Think GIS® Event Manager Public Web Access Site will be configured to display public events. Once the public site is deployed, the Company will train the Client on its use.

## WebGIS Site Creation and Hosting

**Event Manager Web Site Host Designation** - The Client designates the Company to host and maintain Client's Think GIS® Event Manager Public Web Access Site.

**Event Manager Web Site Location** - The Think GIS® Event Manager Public Web Access Site shall be hosted on the Company's server and displayed as a stand-alone site or linked to an existing Client website as specified by the Client.

**GIS Data Format** – The Client will provide GIS data for its Think GIS® Event Manager Public Web Access Site to the Company in a Think GIS® TML or ESRI® Shapefile format.

**Event Manager Display** - The Company shall make use of the Client's installed UDX® data access to obtain regularly updated and current Think GIS® map layers for display on the Think GIS® Event Manager Public Web Access Site.

The GIS map layers to be displayed on the Think GIS® Event Manager Public Web Access Site shall be approved by the Client prior to being displayed. The initial GIS layers to be displayed on the Client's Think GIS® Event Manager Public Web Access Site shall be listed in an Attachment A to this Agreement and incorporated by reference herein. It will be the Client's responsibility to update and keep current individual GIS layers that make up the Content of the Think GIS® Event Manager Public Web Access Site.

The Client acknowledges that the Think GIS® Event Manager Public Web Access Site Content is either owned by the Client or the Client has obtained permission for its display on this Think GIS® Event Manager Public Web Access Site. The Company and Client agree not to display Think GIS® Event Manager Public Web Access Site content that is in violation of any Federal, State, or Local law or regulation, or in violation of the rights of a third party.

**Event Manager Site Disclaimer** – The Client's Think GIS® Event Manager Public Web Access Site shall contain a front page Disclaimer to protect the Client from the use or reliance by the general public of Think GIS® Event Manager Public Web Access Site Content for purposes for which it is not intended. A copy of the language of this disclaimer is made an Attachment B to this Agreement and incorporated by reference herein.

**Event Manager Site Access and Warranties** – The Company shall maintain the Client's Think GIS® Event Manager Web Site on a continuous 24-hour basis during the term of this Agreement with the exception of planned and scheduled maintenance periods.

There is no warranty that the Think GIS® Event Manager Public Web Access Site will operate without interruption or be error free. If there is an interruption or error in Client's Think GIS® Event Manager Public Web Access Site, the Company shall be obligated to promptly respond to notification by Client of a problem, propose a solution, and with Client's approval correct the problem within a reasonable time at Company's expense.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY. COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF BUSINESS OR PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SIMILAR DAMAGES, OR, OTHER THAN AS SET FORTH IN THIS AGREEMENT, FOR CLAIMS OF DAMAGES MADE BY ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE TOTAL PRICE, AS SET FORTH IN THIS AGREEMENT.

**Custom Web Development Services** - Custom web development services may include file conversion, web design, code development, system integration, or other related services. If the Client requests or requires any custom web development services that go beyond the standard Think GIS® Event Manager Web Site services as described herein, the Company and Client will mutually identify what services are needed, and Company will prepare a Proposal outlining both a scope of services and cost schedule. When a written Proposal has been accepted and executed by both parties, the Proposal shall be included as an Amendment to this Agreement and incorporated by reference herein.



## Think GIS® Event Manager Public Web Access Site Support

The Company will provide the following services as part of an Annual Client Support Agreement. These services are to be paid for at the beginning of each 12-month period.

- **Software Upgrades**

Any enhancements made to the Think GIS® Event Manager Public Web Access Site during the term of the client support agreement will be installed during scheduled service intervals as they become available.

- **Think GIS® Event Manager Public Web Access Site Support will be provided via the following:**

- a) E-mail support via support@wthtechnology.com
- b) Telephone support during normal business hours using the 1-888-CALL WTH telephone number Monday through Friday 8am to 5pm (EST).
- c) Dial in support using remote access to troubleshoot system issues.
- d) Direct site visits will be scheduled as necessary and appropriate. The Company will endeavor to respond as soon as feasible to any given request and work to a mutually agreed schedule prior to the dispatch of a service technician in emergency and non-emergency situations.
- e) Solutions provided to the system beyond the operation of WTH supplied components will be billed on a time and materials basis.

\*Support of any hardware or communications network component is **not** included under this agreement.

## DELIVERY AND INVOICING SCHEDULE

Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
60 Days	Think GIS® Event Manager Public Web Access Site Development & Configuration	Upon Signing	\$2,400.00
<b>Total Product and Services</b>			<b>\$2,400.00</b>
<b>Client Support</b>			
	Annual Support for Think GIS® Event Manager Public Web Access <sup>(1)</sup>	Upon Delivery	\$1,200.00
<b>Total Annual Client Support</b>			<b>\$1,200.00</b>

(1) Annual Support for Think GIS® Event Manager Public Web Access Site is a fee-based agreement that covers the support of the Think GIS® Event Manager Public Web Access Site on WTH web servers and access to these servers through a unique publicly available URL.

## GENERAL TERMS

**Entire Agreement** – This Agreement represents the entire agreement between the Client and the Company.

**Governing Law** – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

**Severability** – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.



**Amendments** – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

**Signing in Counterparts** – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

**Agreement Term and Renewal** - This Agreement shall become effective at such time that both parties sign this Agreement. Any specified Client Support shall remain in effect through the one-year anniversary date of this Agreement and shall automatically renew for succeeding one year terms, unless the Client or Company delivers a written Notice of Intent to Not Renew at least 60 days prior to the annual anniversary date of this Agreement. For other specified work items, this Agreement shall remain in effect for a term as outlined in the Delivery and Invoicing Schedule.

**Data Acknowledgements** - This Agreement does not in any way change the ownership rights of any GIS Data or other Data created, imported or exchanged as a part of this Agreement. The Company and Client agree to verify the GIS Data or other Data provided to the best of their ability, but acknowledge that none of the parties make representations of any kind or in any way guarantee the accuracy, functioning, completeness, or usefulness of the GIS Data or other Data created, imported or exchanged as a part of this Agreement.

THE GIS DATA OR OTHER DATA CREATED, IMPORTED OR EXCHANGED AS PART OF THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GIS DATA OR OTHER DATA PROVIDED UNDER THIS AGREEMENT.

**Force Majeure** - Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**Dispute Resolution** - If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure.

**Notices** – All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, to the address of the intended recipient as set forth in this Agreement or as subsequently provided by either the Client or Company as their current notification address.

*The remainder of this page has been left blank intentionally.*

## Addresses and Contacts for Notification Purposes:

Contact: Ann Jochim  
Company: WTH Technology, Inc.  
Address: 3665 Washington Blvd.  
City/State/Zip: Indianapolis, IN 46205  
Email: ann.jochim@wthgis.com  
Phone: (317) 259-0105

Contact: Beverly Sargent, Accounting  
Company: WTH Technology, Inc.  
Address: 3665 Washington Blvd.  
City/State/Zip: Indianapolis, IN 46205  
Email: [beverly.sargent@wthgis.com](mailto:beverly.sargent@wthgis.com)  
Phone: (317) 259-0105

Project Contact: Mike Davis  
Client: Montgomery County Mapping Department  
County: Montgomery  
Address: 1580 Constitution Row  
City/State/Zip: Crawfordsville, IN 47933  
Email: mike.davis@montgomerycounty.in.gov  
Phone: (765) 364-6492

Invoice Contact: Same as above  
Client:  
Address:  
City/State/Zip:  
Email:  
Phone:

## LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

*The remainder of this page has been left blank intentionally.*

# SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of  
this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**Company:**  
WTH Technology, Inc.

**Client:**  
Montgomery County Mapping Department  
Montgomery County, Indiana

Signature: \_\_\_\_\_

Name: Rex E. Jones

Title: President

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



WTH Technology, Inc.  
• 3665 Washington Blvd. • Indianapolis, IN 46205 •  
• 888.225.5984 Toll Free •  
• www.wthgis.com •



## **ATTACHMENT A WEBGIS CONTENT LIST**

The Think GIS® Event Manager Public Web Access Site is designed specifically for the purpose of displaying local dynamic event data to the public. As such the GIS data displayed will be limited to the following electronic map layers. These will be included only if currently available and approved by the Client for viewing by the general public on the Site:

### **Selected Map Layers**

<b>No.</b>	<b>Layer Name</b>	<b>Brief Description (If Necessary)</b>
1	Political Boundaries	State, County and Municipal Boundaries
2	Hydrology	Major Water Features
3	Road Centerlines	Federal Highways, Major and Minor Local Roads
5	Address Points (If Available)	Individual Structure Addresses
5	Parcel Boundaries (If Available)	Geometry Only, No Ownership Information

If the Client has previously deployed a Think GIS® Web version site to publicly display other GIS related data, it may be configured to display information from the Think GIS® Event Manager. In that case the GIS data layers displayed will be those already available in the site.

*The remainder of this page was left blank intentionally.*

**ATTACHMENT B  
WEBGIS SITE DISCLAIMER**

**Disclaimer:**

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.

*The remainder of this page has been left blank intentionally.*

# LOW Associates: Remote Claims Entry

Friday, September 16, 2022 8:25 AM



# QUOTE

Date: 4/4/2022



Low Associates  
210 N. Ironwood  
South Bend, IN 46615  
Phone: 574-234-7240  
Fax: 574-233-4706  
Sales@lllow.com

To: Montgomery County Government

	Formstack/Low Associates New Hire Onboarding		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Onboarding Buildout	\$5000	\$5000
1	Annual Document/Server Maintenance/ Licensing		\$2,500
Upfront Costs			\$7,500
Annual Costs			\$2,500

Document Add Fee: \$500  
Document Change Fee after Implementation: \$250

Quotation prepared by: Andrew Low

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank you for your business!**

# QUOTE

Date: April 5, 2022



Low Associates  
210 N. Ironwood  
South Bend, IN 46615  
Phone: 574-234-7240  
Fax: 574-233-4706  
Sales@lflow.com

TO Montgomery County

	Remote Claims New Option with Attachments		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Remote Claim Entry Option with Attachments Cost	\$ 5000	\$5000
1	Remote Claim Entry with Attachments Annual Maintenance	\$3000	\$3000
SUBTOTAL			\$ 5000
TOTAL			\$5000

Quotation prepared by: Andrew Low

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank you for your business!**



**Attendance On Demand Quote For:**  
Montgomery County

**Prepared By:**  
Andrew Low  
574-876-6396  
[andrewlow@llow.com](mailto:andrewlow@llow.com)

**Attendance On Demand (AoD)** is a cloud-based time and attendance solution with no software to buy or IT infrastructure investment. It is delivered using a Software as a Service model. System support and software upgrades are included in the monthly fee. The system will be supported by your friendly Low Associates staff in conjunction with the staff at Advanced Time Management.

QTY	ITEM #	MONTHLY ESTIMATED CHARGES	Unit Price	Extended
220	AoD Employees	Attendance On Demand - Includes ESS, Leave Management, Mobile, Benefit Accruals	\$5.00	\$1,100.00
45	USERS	Login Accounts	\$4.00	\$180.00
<b>Estimated Monthly Total For Hosted Software</b>				<b>\$1,280.00</b>

The **AoD Basic Service** includes 3 years of online archives, as well as storage for terminated employees for up to 3 years. Low will Bill Bi-Annually for the Maintenance Service Agreement.

FEES DUE UPON RECEIPT				
1	AoD IMPLEMENT	Basic Attendance On Demand Implementation Services - Convert data, configure system, training (done through partner vendor Advanced Time Management in conjunction with Low Associates staff when necessary)	\$5,000.00	\$5,000.00
225	LOW/ATM	225 Hours Pre-Post Implementation Workgroups, Department Head Training, Integration Setup	\$104.00	\$23,400.00
<b>Total</b>				<b>\$28,400.00</b>

**Basic Implementation:** Implementation services are performed remotely. They include: (1) Conference Call(s) with the client to review pay rules, (2) Configuration of Pay Rules & an Administrator User Profile, (3) Up to 3 hours of webinar training for 2 key operators, and (4) Follow-Up for first payroll.

**Additional Service Charges:** Configuration of additional user profiles, changes to the basic dashboards & menu items, configuration of payroll interfaces, creation of custom reports, and configuration of any modules are not included in this quote unless specified above, and will incur additional programming charges via Technical Services Agreement. Additional Training Services, such as Supervisor Training, Advanced Operator Training and On-Site Training, are available at the current Technical Services Training rates and can be facilitated through Low.

**System Requirements:** Internet Access required for software access. Hardware access requires power outlet and network connected RJ45 jack for each reader device, within 3 feet of the reader. All site preparation is the responsibility of the client.

**Terms:** The pricing contained in this proposal is valid for 30 days from the date below. A 120 day minimum commitment is required. Termination requires 60 written notice. There is a Minimum charge of \$25 per month. All site preparation is the responsibility of the client.



# United Task Order #6 - Part-time Inspections on Bridges 29, 205, 207

Friday, September 16, 2022 9:13 AM



September 2, 2022

Mr. Jake Lough  
County Highway Director  
Montgomery Co. Highway Dept.  
818 N. Whitlock Ave.  
Crawfordsville, IN 47933

RE: On-Call Engineering Services  
Periodic Construction Inspection for Bridges No. 29, 205 & 207  
CR 700N over Withe Creek and CR 950S over Little Raccon Creek  
Task Order No. 6

Dear Mr. Lough:

Enclosed is a copy of Task order No. 6 prepared in accordance with the provisions of our On-Call Professional Services Agreement dated February 8, 2021.

Please execute a copy of Task order No. 6 and return a digital copy of the signed Task Order No. 6. We will begin work upon receipt of an executed copy of this Task Order.

If you have any questions or comments, please contact me any time. My cell phone number is (317)502-4246.

Sincerely,  
**UNITED CONSULTING**

Brian N. Miller, Manager of  
Construction Inspection Services

Enclosures  
Task Oder No. 6

c: File 21-302-06

ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

WATER &  
WASTEWATER

SINCE 1985

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A. Services by UNITED CONSULTING:

UNITED CONSULTING shall provide the following Professional Services in accordance with the attached project description.

1. PERIODIC CONSTRUCTION INSPECTION

- a. UNITED CONSULTING shall provide one part time Construction Manager, to serve as the CLIENT'S liaison with the Contractor working principally through the Contractor's Superintendent or such other person in authority as designated by the Contractor. The Construction Manager shall be familiar with the Contract plans and specifications in order to monitor the work. Deviations observed by the Construction Manager shall be reported to the CLIENT. Recommendations to achieve compliance shall also be reported to Wabash County.
- b. UNITED CONSULTING shall report to the CLIENT on matters concerning contract compliance and administration. UNITED CONSULTING shall coordinate construction activities related to the construction with the CLIENT.
- c. UNITED CONSULTING shall schedule, conduct, notify participants, and provide minutes of the preconstruction meeting.
- d. UNITED CONSULTING will provide verification of pay items in a Final Construction Record (IC642) to the CLIENT.
- e. UNITED CONSULTING shall be responsible to provide part time inspection of the following operations to assist the CLIENT:
  - i. Pre-Construction Meeting
  - ii. Deck/Asphalt Removal (3 bridges)
  - iii. Clean and Paint Bridge Beams (3 bridges)
  - iv. Reconstruct End Bents (3 bridges)
  - v. New Bridge Deck Planking (Bridge 207)
  - vi. Bridge Deck (3 bridges)
  - vii. Concrete Approach Slabs (3 bridges)
  - viii. Stone Approach work (Bridge 29)
  - ix. Asphalt Milling (Bridge 205 & 207)
  - x. Asphalt Paving (Bridge 205 & 207)
  - xi. Pre-Final and Final Inspections (3 bridges)

B. Services by CLIENT:

1. The CLIENT shall designate an employee as Project Coordinator as a primary point of contact for this project administration.
2. Plans, Specifications and standard drawings applicable to the project.



Task Order No. 6 - On-call Agreement  
Bridge No. 29 CR 700N over Withe Creek  
Bridge No. 205 CR 950S over Little Raccoon Creek  
Bridge No. 207 CR 950S over Little Raccoon Creek



C. Schedule:

1. UNITED CONSULTING shall provide part-time inspection for up to 46 site visits.
2. UNITED CONSULTING shall provide an (IC 642) verification of pay items for all pay items within 42 days of Final Acceptance of the project by the CLIENT.

D. Compensation:

UNITED CONSULTING shall receive as payment for the work performed for Bridges 29, 205, and 207 under this Task Order No. 6 the total fee not to exceed \$50,000 unless a modification of this Task Order No. 6 is approved in writing by Montgomery County.

UNITED CONSULTING shall be paid for this Task Order No. 6 on a Lump-Sum basis.

Task Order No. 6 - On-call Agreement  
Bridge No. 29 CR 700N over Withe Creek  
Bridge No. 205 CR 950S over Little Raccoon Creek  
Bridge No. 207 CR 950S over Little Raccoon Creek



AGREED TO:  
UNITED CONSULTING

MONTGOMERY COUNTY  
BOARD OF COMMISSIONERS

BY: Michael A. Rowe  
Michael Rowe, PE  
President

BY: \_\_\_\_\_  
John Frey  
Board President

BY: Steve Jones  
Steve Jones  
Vice President

BY: \_\_\_\_\_  
James D. Fulwider  
Board Vice President

Date: 8-31-22

BY: \_\_\_\_\_  
Dan Guard  
Member

Date: \_\_\_\_\_

# Work Order Agreement: Landfill Cap Joint Project

Friday, September 16, 2022 8:27 AM





Please keep one copy for your records.

## WORK ORDER AGREEMENT

Submitted by: DES Engineering LLC  
214 E. MAIN STREET  
Crawfordsville, IN 47933  
Phone Number: 765-267-2223

Project Number: MO-MOCOLFCO

Work Order Agreement Date: 09/14/2022

Estimated Cost: \$12,000.00

Schedule Week: September 2022

*This is an estimated cost, NOT to be construed as a "NOT TO EXCEED" bid. If this is not suitable for your needs, please make arrangements with us before the job begins.*

### Responsible Party for Payment:

Client Name: Montgomery County Commissioners/Mayor of Crawfordsville

Home Phone: 765.361.2623

Attention to: Mr. Tom Klein / Mayor Todd Barton

Work Phone:

Address: 110 W South Blvd.

Cell Phone:

City: Crawfordsville

Fax:

State / Zip Code: Indiana, 47933

E-Mail:

Tom.klein@montgomerycounty.in.gov

### Location of Project:

Address: Former Montgomery County Landfill

Section: 29

County: Montgomery

Township: 19N

Township: North Union

Range: 4W

**Scope of Work:** This is an additional Work Order to supplement the McCullough contract. This Work Order is intended to move and place up to 2000 Cubic Yards or clean soil, located at the landfill, and compact the soil at the required grade.

### The following May be Needed if Marked with a Check Mark Before Project Begins:

☐ A non-refundable retainer is required in the amount of:

*Retainer will be applied towards the final invoice, upon completion of the project. Retainer amount is either a flat \$300 or 10% of the given estimate*

Accepted By: \_\_\_\_\_  
Montgomery County Commissioners, IN

Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
City of Crawfordsville, IN

Date: \_\_\_\_\_

## 2nd Reading: Ord 2022-25

Friday, September 16, 2022 8:10 AM

**MONTGOMERY COUNTY BOARD OF COMMISSIONERS**

**ORDINANCE 2022-25**

**AN ORDINANCE GRANTING THE VACATION OF A PORTION OF LEE  
STREET IN LINNSBURG**

WHEREAS, on June 27, 2022, the Board of Commissioners received a request from Cecil Gill to vacate a portion of Lee Street in the unincorporated Town of Linnsburg in Montgomery County;

AND WHEREAS, the County Auditor mailed notice of these petitions and public hearing to all persons owning real estate which is adjacent to the area of Lee Street requested to be vacated;

AND WHEREAS, the County Auditor also caused notice of a public hearing to be published in accordance with Indiana law;

AND WHEREAS, the Board conducted a public hearing on the petition on August 22, 2022, and no property owners appeared to object to the vacation of the street as requested:

AND WHEREAS, having considered the petition and evidence heard at the public hearing, the Board of Commissioners now finds as follows:



1. Cecil Gill has an interest in Lee Street which is in the unincorporated Town of Linnsburg in Montgomery County, which is proposed to be vacated;
2. Vacation of this public way will not:
  - a. hinder the growth and orderly development in the area;
  - b. make access to the lands of the area difficult or inconvenient;
  - c. hinder the public's access to a church, school, or other public building; or
  - d. hinder the use of the road by a neighborhood in which it is located or contiguous;
3. All persons required by law have been notified of these proceedings, and, no objections of adjacent owners have been filed;
4. The Board finds that it is in the best interests of the citizens of Montgomery County that the vacation should be granted;

IT IS, THEREFORE, ORDAINED that the part of Lee Street in the unincorporated Town of Linnsburg in Montgomery County, specifically from the terminus of the platted street to a point one hundred seventy-eight (178) feet east of the terminus , is hereby vacated.

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

IT IS FURTHER ORDAINED that the Auditor shall enter this ordinance on her records for purposes of taxation and deliver the ordinance to the County Recorder for recording.

Adopted: September \_\_\_\_\_, 2022.

Montgomery County Board of Commissioners

\_\_\_\_\_  
John Frey, President

\_\_\_\_\_  
James D. Fulwider, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest: \_\_\_\_\_  
Jennifer Andel, Auditor

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

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Daniel L. Taylor

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



## 2nd Reading: Ord 2022-26

Friday, September 16, 2022 8:10 AM

# Montgomery County Board of Commissioners

## Ordinance 2022 – 26

### **An Ordinance Amending Tax Rate for Cumulative Bridge Fund**

Whereas, on the 28<sup>th</sup> day of February, 2022, the Montgomery County Board of Commissioners adopted Ordinance 2022- 7 which re-established the Cumulative Bridge Fund (“Cum Bridge Fund”), as provided for in Indiana Code §8-16-3, and imposed a tax levy on all real and personal property in Montgomery County, under Indiana Code §6-1.1-41, to provide money for the construction, repair, maintenance and inspection of bridges in Montgomery County; and

Whereas, the Ordinance also established a tax rate for 2023 for the Cumulative Bridge Fund is \$0.075 per \$100 of assessed valuation, and the maximum property tax rate for the Fund per Indiana Code §8-16-3 is \$0.075 per \$100 of assessed valuation; and

Whereas, in order to relieve the General Fund and to provide greater flexibility to the County Council for 2023 budgets, the Commissioners agree to lower the tax rate for the Cumulative Bridge Fund for 2023 from \$0.075 per \$100 of assessed valuation to \$0.055 per \$100 of assessed valuation;

It is therefore ordained that the Montgomery County Board of Commissioners that Section 2 of Ordinance 2022-7 is hereby amended to read as follows:

"Section 2. Tax Rate. The County Board of Commissioners now levies a tax on all real and personal property in Montgomery County to provide funds to the Cumulative Bridge Fund. The property tax will not exceed \$0.055 on each \$100 of assessed valuation. This tax rate will be levied beginning with taxes for 2022, due and payable in 2023.'

It is further ordained that all other provisions of Ordinance 2022-7, except for Section 2 which is amended by this ordinance, shall remain in full force and effect.

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

Adopted this \_\_\_\_ day of October, 2022.

Montgomery County, Indiana  
Board of Commissioners

Voting Yes:

Voting No:

\_\_\_\_\_  
John Frey, President

\_\_\_\_\_  
James D. Fulwider, Vice President

\_\_\_\_\_  
Dan Guard, Member

Attest:

\_\_\_\_\_  
Jennifer Andel, Auditor



# Intro: Ord 2022-27 Establish 2022 HD Lead & Healthy Homes Grant Fund

Friday, September 16, 2022 8:19 AM

# Resolution 2022-7 Approving MHMP Update

Friday, September 16, 2022 8:15 AM

# **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**

## **RESOLUTION 2022-7**

### **A Resolution Adopting a Multi-Hazard Mitigation Plan**

**Whereas**, the Federal Disaster Mitigation Act of 2000 requires the development of a Multi-Hazard Mitigation Plan ("Plan"); and

**Whereas**, the purpose of a Plan is for state and local governments to effectively identify natural hazards in its area and to reduce or eliminate long-term risk to people and property from the effects of natural hazards; and

**Whereas**, local communities must adopt a Plan in order to be eligible for Natural Flood Insurance Programs; and

**Whereas**, the Montgomery County Board of Commissioners determined in 2007 it was in the best interest of the citizens of the County to be eligible for Natural Flood Insurance Programs and it adopted Resolution 2016-10 which adopted the Montgomery County Multi-Hazard Mitigation Plan; and

**Whereas**, the Multi-Hazard Mitigation Plan has been revised and amended; and

**Whereas**, the Commissioners have determined that the development and proposed Plan is in the best interest of the citizens of Montgomery County, Indiana and should be adopted;

**IT IS THEREFORE RESOLVED** that the Montgomery County Board of Commissioners adopts the attached revised and amended Montgomery County Multi-Hazard Mitigation Plan.

This resolution is hereby passed and adopted at a regular meeting of the Board of Commissioner this 26 day of September, 2022.

**Montgomery County Board of Commissioners**

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John E. Frey, President

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James D. Fulwider, Vice President

---

Dan Guard, Member

Attest:

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Jennifer Andel, Auditor