

AFFIDAVIT OF CONSTRUCTION FUND  
DISBURSEMENT REQUEST

NO. 7

Regions Bank  
Attention: Corporation Trust Department  
8182 Maryland Avenue, 12th Floor  
Clayton, MO 63105

Re: Montgomery County Building Corporation Ad Valorem Lease Rental Bonds of  
2024

Ladies and Gentlemen:

This request for disbursement is submitted to you pursuant to Section 3.1 of the Trust Indenture dated as of October 1, 2024 ("Indenture") between Montgomery County Building Corporation ("Corporation") and Regions Bank ("Bond Trustee"). You are hereby requested to make the following disbursements in the aggregate amount of **\$396,603.62** from the Construction Account for the reimbursement and/or payment of **costs of** the Project and in the individual amounts stated on Schedule 1 attached hereto.

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

- (i) The amount set forth in this Affidavit is for allowable costs of the Project.
- (ii) The amount paid or to be paid, as set forth in this Affidavit, is reasonable and represents a part of the amount payable for the costs of the Project.
- (iii) No part of any cost listed in this Affidavit was included in any Affidavit previously filed with the Bond Trustee.
- (iv) The costs are appropriate for the expenditure of proceeds of the Bonds under the Act.
- (v) The attached Schedule 1 includes the amount requested and the total amount paid toward costs of the Project from Bond proceeds to date.

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

MONTGOMERY COUNTY BUILDING  
CORPORATION

[By:  \_\_\_\_\_]

Print: Aaron Morgan \_\_\_\_\_

Title: President

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

Print: Greg Morrison

Title: Vice President

**OR**

[By: \_\_\_\_\_]

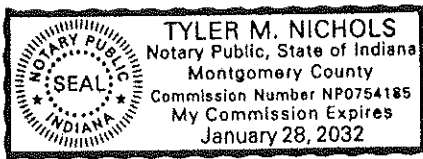
Print: \_\_\_\_\_

Title: Lessor Representative]

STATE OF INDIANA                     )  
  ) SS:  
COUNTY OF MONTGOMERY         )

Before me, the undersigned, a Notary Public in and for this County and State, personally appeared **Aaron Morgan** and **Greg Morrison**, personally known to be the [President] and [Secretary-Treasurer], respectively, of the Montgomery County Building Corporation, and acknowledged the execution of the foregoing Affidavit of the Construction Fund Disbursement Request for and on behalf of the Corporation.

WITNESS my hand and notarial seal this 25 day of August, 2025.



Tyler M. Nichols  
(Written Signature)

Tyler M. Nichols  
(Printed Name)

Notary Public:

(Seal)

My Commission Expires:

01/28/2032

County of Residence:

Montgomery                     

My Commission Number:

NP0754185

## SCHEDULE 1

List of eligible costs for the Project:

<u>Payee</u>	<u>Amount</u>
JR Kelly Company, Inc. 3450 Concord Road Lafayette, IN 47909 Dated: August 20, 2025 Pay App #9	\$396,603.62
TOTAL	<b>\$396,603.62</b>

(Attach invoices for above)

TOTAL reimbursements or payments from bond proceeds (including present Affidavit)	<b>\$3,287,030.89</b>
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# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: **Montgomery County Building Corporation**

PROJECT: **Montgomery County Courthouse Renovations**

FROM CONTRACTOR: **JR Kelly Company, Inc.  
3450 Concord Road  
Lafayette IN 47909**

APPLICATION NO: Nine (9)  
PERIOD TO: 8/31/2025  
DLZ PROJECT # 2263-1096-70  
JRK JOB # 24-4338  
INVOICE # 16492

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 4,586,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 198,945.00
3. CONTRACT SUM TO DATE (LINE 1 ± 2) \$ 4,784,945.00
4. TOTAL COMPLETED & STORED TO DATE \$ 3,159,021.48  
(Column G on G703)
5. RETAINAGE 157,951.07

a. 5 % of Completed Work 157,951.07  
(Columns D + E on G703)

b. 5 % of Stored Material -  
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 157,951.07

6. TOTAL EARNED LESS RETAINAGE \$ 3,001,070.41  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,604,466.79  
(Line 6 from prior Certificates)
8. CURRENT PAYMENT DUE \$ 396,603.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,783,874.59  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 198,945.00	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ 198,945.00	\$ -
NET CHANGES by Change Order	\$	198,945.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: J R. KELLY COMPANY, INC.  
By: [Signature]  
Date: 8/20/2025 TIM BRIGHAM, PROJECT MGR.

State of: Indiana  
County of: Tippecanoe  
Subscribed and sworn to before me this 20th day of August

Notary Public: [Signature]  
My Commission expires: January 31, 2028

**ALESA DIENHART**  
Notary Public, State of Indiana  
Tippecanoe County  
My Commission Expires January 31, 2028  
Commission #0695795

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. \$ 396,603.62

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]

By: Henry Stella Date: 8/20/25

**CONTINUATION SHEET****APPLICATION AND CERTIFICATE FOR PAYMENT.**

containing Contractor's signed Certification, is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for the line items may apply.

DATE: 8/20/2025  
APPLICATION NO.: Nire (9)  
PERIOD TO: 8/31/2025  
JOB NAME: Montgomery Co Courthouse Renov

EM N°	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	% H	BALANCE TO FINISH H (C-G)	RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E					
1	Supervision	190,928.00	96,000.00	18,000.00	-	114,000.00	60	76,928.00	5,700.00
2	Misc GC(bolts/plates/dumpsters/OH&P)	166,791.00	83,000.00	17,000.00	-	100,000.00	60	66,791.00	5,000.00
3	Bond	31,421.00	31,421.00	-	-	31,421.00	100	-	1,571.05
4	Mobilization	5,000.00	5,000.00	-	-	5,000.00	100	-	250.00
5	Demobilization	5,000.00	-	-	-	-	-	-	-
6	Submittals	3,000.00	3,000.00	-	-	3,000.00	100	-	-
7	As-builts/O&M's/Closeout	4,000.00	-	-	-	-	-	-	150.00
8	Clean-up	20,879.00	10,400.00	2,100.00	-	12,500.00	60	8,379.00	625.00
9	Trucking & Equipment	37,862.00	18,800.00	4,000.00	-	22,800.00	60	15,062.00	1,140.00
10	Temporary Fence	6,677.00	6,677.00	-	-	6,677.00	100	-	333.85
11	Scaffolding Set Up	119,000.00	119,000.00	-	-	119,000.00	100	-	5,950.00
12	Scaffolding Rental	179,148.00	102,000.00	15,500.00	-	117,500.00	66	61,648.00	5,875.00
13	Scaffolding Removal	108,800.00	-	-	-	-	-	108,800.00	-
14	Demo Phase 1	7,596.00	7,596.00	-	-	7,596.00	100	-	379.80
15	Flooring Demo	1,220.00	1,220.00	-	-	1,220.00	100	-	61.00
16	Flooring Demo	6,299.00	6,299.00	-	-	6,299.00	100	-	314.95
17	Demo Phase 2	7,296.00	7,296.00	-	-	7,296.00	100	-	364.80
18	Flooring Demo	1,218.00	1,218.00	-	-	1,218.00	100	-	60.90
19	Flooring Demo	4,369.00	4,369.00	-	-	4,369.00	100	-	218.45
20	Demo Phase 3	8,627.00	-	4,200.00	-	4,200.00	49	4,427.00	210.00
21	Flooring Demo	1,512.00	-	700.00	-	700.00	46	812.00	35.00
22	Flooring Demo	5,747.00	-	-	-	-	-	5,747.00	-
23	Demo Phase 4	7,890.00	-	-	-	-	-	7,890.00	-
24	Flooring Demo	1,043.00	-	-	-	-	-	1,043.00	-
25	Flooring Demo	5,671.00	-	-	-	-	-	5,671.00	-
26	Misc Demo	7,890.00	2,500.00	1,000.00	-	3,500.00	44	4,390.00	175.00
	<b>TOTAL</b>	<b>944,874.00</b>	<b>505,796.00</b>	<b>62,500.00</b>	<b>-</b>	<b>568,296.00</b>	<b>60</b>	<b>376,578.00</b>	<b>28,414.80</b>

DATE:	8/20/2025
APPLICATION NO.:	Nine (9)
PERIOD TO:	8/31/2025
JOB NAME:	Montgomery Co Courthouse Renov

ITEM #	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	% H	BALANCE TO FINISH H(C-G)	RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E					
A									
27	Site Work Mobilization	Labor 350.00	- 350.00			- 350.00	100	- -	- 17.50
28	Saw Cutting Stainwell Free	Labor 1,568.00	1,568.00			1,568.00	100	- -	- 78.40
29	Demo Stainwell	Labor 6,828.00	6,828.00			6,828.00	100	- -	- 341.40
30	Backfill	Labor 1,441.00	1,441.00			1,441.00	100	- -	- 72.05
31	Remove Landscaping	Labor 6,712.00	6,712.00			6,712.00	100	- -	- 335.60
32	ADA Signs	Labor 1,007.00	-			-		1,007.00	-
33		Material 671.00	-			-		671.00	-
34	Planters	Labor 404.00	-			-		404.00	-
35		Material 3,530.00	-			-		3,530.00	-
36	Landscaping	Labor 4,422.00	-			-		4,422.00	-
37		Material 4,915.00	-			-		4,915.00	-
38	Concrete at Stainwell Infil	Labor 1,572.00	1,572.00			1,572.00	100	-	78.60
39		Material 667.00	667.00			667.00	100	-	33.35
40	Concrete Floor Patching	Labor 758.00	758.00			758.00	100	-	37.90
41		Material 414.00	414.00			414.00	100	-	20.70
42	Flagpole Foundation	Labor 653.00	653.00			653.00	100	-	32.65
43		Material 589.00	589.00			589.00	100	-	28.45
44	Exterior Sidelwalk Patch	Labor 410.00	-			-		410.00	-
45		Material 234.00	-			-		234.00	-
46	Masonry Infil & Door Patching	Labor 10,080.00	10,080.00			10,080.00	100	-	504.00
		Material 6,720.00	6,720.00			6,720.00	100	-	336.00
TOTAL		998,819.00	544,148.00	62,500.00	-	606,648.00	61	392,171.00	30,332.40

CONTINUATION SHEET  
APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification, is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for the line items may apply.

DATE: 8/20/2025  
APPLICATION NO.: Nine (9)  
PERIOD TO: 8/31/2025  
JOB NAME: Montgomery Co Courthouse Renov

EM N°	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	BALANCE TO FINISH H (C-G)	RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E		%		
A	Masonry Restoration North Elevation							
47	General Conditions	Labor 14,000.00	-				-	-
48	Repoint Plan Marked Location	Labor 3,155.00	7,000.00				7,000.00	350.00
49	Remove Steel Bars and Patch	Labor 611.00	1,500.00				1,655.00	75.00
50	Remove Loose Parge/Apply New	Labor 15,000.00	-				611.00	-
51	Remove Coating/Masonry Repair	Labor 6,500.00	15,000.00				-	750.00
52	Remove Coating/Masonry Repair	Material 115,000.00	6,500.00				-	325.00
53	Wash Masonry	Labor 10,000.00	44,000.00				71,000.00	2,200.00
54	Wash Masonry	Material 6,400.00	3,800.00				6,200.00	190.00
			8,400.00				-	320.00
	West Elevation							
55	General Conditions	Labor 14,000.00	-				-	-
56	Remove Steel Pipe Guardrail	Labor 600.00	3,000.00				11,000.00	150.00
57	Clean & Repair West Stairs	Labor 6,609.00	-	600.00			-	30.00
58	Remove Coating/Masonry Repair	Labor 115,000.00	6,609.00				-	330.45
59	Repair Ramp Railing System	Material 10,000.00	90,000.00				25,000.00	4,500.00
60	Repair Ramp Railing System	Labor 29,000.00	8,000.00				2,000.00	400.00
61	Stair Enclosure Room Infill	Material 10,710.00	29,000.00				-	1,450.00
62	Stair Enclosure Room Infill	Labor 8,176.00	10,710.00				-	535.50
63	Repoint Plan Marked Locations	Material 2,000.00	8,176.00				-	408.80
64	Wash Masonry	Labor 903.00	2,000.00				-	100.00
65	Wash Masonry	Labor 6,400.00	-				903.00	-
	South Elevation							
66	General Conditions	Labor 11,839.00	-				-	-
67	Remove Loose Parge/Apply New	Labor 4,000.00	3,500.00				11,839.00	175.00
68	Remove Loose Parge/Apply New	Material 1,297.00	1,150.00				500.00	57.50
			-				147.00	-
	TOTAL	1,390,019.00	796,893.00	63,100.00	-	859,993.00	530,026.00	42,999.66



**CONTINUATION SHEET**  
**APPLICATION AND CERTIFICATE FOR PAYMENT.**  
 containing Contractor's signed Certification, is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for the line items may apply.

DATE: 8/20/2025  
 APPLICATION NO.: Nine (9)  
 PERIOD TO: 8/31/2025  
 ARCHITECT'S PROJ. #: Montgomery Co Courthouse Renov  
 JOB NAME:

ITEM A	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	BALANCE TO FINISH H (C-G)	RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E		%		
69	Remove & Reset Stone	Labor 3,500.00	-	3,500.00	-	100	-	-
70	Remove Coating/Masonry Repair	Labor 52,683.00	-	-	-	-	52,683.00	175.00
71	Remove Loose Coating & Patch	Material 9,200.00	-	-	-	-	9,200.00	-
72	Remove Loose Coating & Patch	Labor 4,000.00	-	4,000.00	-	100	-	200.00
73	Remove & Replace 12 Brick	Material 1,402.00	-	1,402.00	-	100	-	70.10
74	Remove & Replace 12 Brick	Labor 702.00	-	-	-	-	702.00	-
75	Wash Masonry	Labor 6,400.00	-	-	-	-	6,400.00	-
76	Repair Plan Marked Locations	Labor 12,000.00	-	-	-	-	12,000.00	-
77	East Elevation	-	-	-	-	-	-	-
78	General Conditions	Labor 11,121.00	11,121.00	-	-	100	-	556.05
79	Wash Masonry	Labor 6,400.00	6,400.00	-	-	100	-	320.00
80	Landscape Wall	-	-	-	-	-	-	-
81	General Conditions	Labor 3,000.00	3,000.00	-	-	100	-	150.00
82	Tuckpoint, Capstone Repoint, Stone Repl	Labor 17,331.00	17,331.00	-	-	100	-	866.55
83	Wash Masonry	Labor 1,661.00	1,661.00	-	-	100	-	84.05
84	Monument	-	-	-	-	-	-	-
85	General Conditions	Labor 1,000.00	1,000.00	-	-	100	-	50.00
86	Repoint, Caulk, & Clean	Labor 10,760.00	10,760.00	-	-	100	-	538.00
87	Clean Bronze on Monument	Labor 50,000.00	50,000.00	-	-	100	-	-
88	Clean Bronze on Monument	Material 9,000.00	9,000.00	-	-	100	-	2,500.00
89	Misc Blocking	Labor 1,199.00	600.00	-	-	50	599.00	30.00
90	Misc Blocking	Material 205.00	150.00	-	-	73	55.00	7.50
	TOTAL	1,591,603.00	907,936.00	72,002.00	-	62	611,665.00	48,996.90

## CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for the line items may apply.

DATE: 8/20/2025

APPLICATION NO.: Nine (9)

PERIOD TO: 8/31/2025

ARCHITECT'S PROJ. #: Montgomery Co Courthouse Renov

JOB NAME:

ITEM NO A	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	BALANCE TO FINISH H (G-G)	RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E		%		
88	Cornice Repairs	Labor 35,239.00	19,000.00	16,239.00	35,239.00	100	-	1,761.95
89	Material	8,666.00	6,000.00	2,666.00	8,666.00	100	-	433.30
90	Casework/Tops/Misc Wood Trim	Labor 4,212.00	2,525.00		2,525.00	60	1,687.00	126.25
91	Material	8,951.00	8,951.00		8,951.00	100	-	447.55
92	Roofing	Labor 20,000.00	20,000.00		20,000.00	100	-	1,000.00
93	Mobilization	Equip 25,000.00	16,500.00		16,500.00	66	8,500.00	825.00
94	Equipment	Labor 7,500.00	7,500.00		7,500.00	100	-	375.00
95	Camera Inspect Drains	Material 20,000.00	19,000.00	1,000.00	20,000.00	100	-	1,000.00
96	Debris Disposal	Material 152,000.00	152,000.00		152,000.00	100	-	7,600.00
97	Tear-off	Labor 205,895.00	153,473.75	62,421.25	205,895.00	100	-	10,294.75
98	Composite State	Material 184,500.00	123,025.00	50,000.00	173,025.00	94	11,475.00	8,651.25
99	Underlayment	Labor 35,000.00	35,000.00		35,000.00	100	-	1,750.00
100	PVC Roof	Labor 35,000.00	35,000.00		35,000.00	100	-	1,750.00
101	Material	25,000.00	23,750.00		23,750.00	95	1,250.00	1,187.50
102	Gutter	Labor 30,000.00	26,500.00		26,500.00	88	3,500.00	1,425.00
103	Material	75,000.00	18,750.00	15,000.00	33,750.00	45	41,250.00	1,687.50
104	Cornice Removal	Labor 85,000.00	65,000.00	16,000.00	81,000.00	72	4,000.00	1,600.00
105	Cornice Installation	Labor 65,000.00	65,000.00		65,000.00	100	-	3,250.00
106	Cornice #4	Labor 88,300.00	-		88,300.00	-	88,300.00	-
107	Warranties/Closeouts	Labor 25,000.00	-		25,000.00	-	25,000.00	-
108	Demobilization	Labor 20,000.00	-		20,000.00	-	20,000.00	-
110	Fluid Applied Waterproofing	Labor 1,911.00	1,911.00		1,911.00	100	-	95.55
111	Interior Joint Sealants	Material 1,275.00	1,275.00		1,275.00	100	-	63.75
112	Labor	4,550.00	2,300.00	1,000.00	3,300.00	73	1,250.00	165.00
113	Material	2,446.00	1,250.00	500.00	1,750.00	72	696.00	87.50
	TOTAL	2,822,048.00	1,699,896.75	226,828.25	1,896,725.00	67	825,323.00	94,836.25

APPLICATION AND CERTIFICATE FOR PAYMENT,

DATE:	8/20/2025
APPLICATION NO.:	Nine (9)
PERIOD TO:	8/31/2025
ARCHITECTS PROJ. #:	Mantgomery Co Courthouse Renov
JOB NAME:	

EM N°	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	BALANCE TO FINISH	RETAINAGE	
			PREVIOUS APPLICATION	THIS APPLICATION					
A		C	D	E	F	G	H (C-G)	I	
114	Frames/Door/Hardware	Labor 9,568.00	5,000.00			5,000.00	52	-	250.00
115		Material 39,146.00	39,146.00			39,146.00	100	4,568.00	1,957.30
116	Glazing	Material 2,538.00	2,538.00			2,538.00	100	-	126.90
117		Labor 2,157.00	2,157.00			2,157.00	100	-	107.85
118	Window Film	Labor 1,000.00	1,000.00			1,000.00	100	-	50.00
119		Material 850.00	850.00			850.00	100	-	42.50
120	Metal Framing	Material 6,564.00	4,250.00	1,400.00		5,650.00	86	914.00	282.50
121		Labor 18,425.00	12,200.00	3,500.00		15,700.00	85	2,725.00	783.00
122	Gypsum Drywall	Material 10,896.00	7,400.00	1,862.00		9,262.00	85	1,634.00	463.10
123		Labor 35,246.00	20,812.00	9,200.00		30,012.00	85	5,294.00	1,500.60
124	Acoustical	Material 57,156.00	27,000.00	10,150.00		37,150.00	65	20,006.00	1,857.50
125		Labor 37,256.00	17,000.00	6,800.00		23,800.00	64	13,456.00	1,190.00
126	Ceramic Tile	Labor 28,570.00	10,600.00	2,542.00		13,142.00	46	15,428.00	657.10
127		Material 19,591.00	7,200.00	1,812.00		9,012.00	46	10,579.00	450.60
128	Flooring Restoration	Labor 2,643.00	1,200.00			1,200.00	45	1,448.00	60.00
129		Material 2,644.00	1,200.00			1,200.00	45	1,444.00	
130	Resilient Base	Material 9,810.00	9,810.00			9,810.00	100	-	490.50
131		Labor 5,432.00	1,000.00			3,259.00	60	2,173.00	162.95
132	LVT & VCT	Material 18,387.00	13,789.00	4,598.00		18,387.00	100	-	919.35
133		Labor 9,594.00	2,878.24	2,878.24		5,756.48	80	3,837.52	287.82
134	Carpet	Material 55,041.00	10,799.87	44,241.13		55,041.00	100	-	2,752.05
135		Labor 13,547.00	6,000.00			6,000.00	44	7,547.00	300.00
136	Exterior Painting	Material 24,400.00	-	17,080.00		17,080.00	70	7,320.00	854.00
137		Labor 6,109.00	1,900.00	2,400.00		4,300.00	70	1,809.00	215.00
138	Phase 1 Interior Painting	Material 1,285.00	1,285.00			1,285.00	100	-	64.25
139		Labor 5,145.00	5,145.00			5,145.00	100	-	257.25
140	Phase 2 Interior Painting	Material 4,600.00	-	4,600.00		4,600.00	100	-	230.00
141		Labor 17,015.00	-	17,015.00		17,015.00	100	-	850.75
	TOTAL	3,266,668.00	1,882,056.86	355,165.62	-	2,241,222.48	69	1,025,445.52	112,061.12

## CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification, is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for the line items may apply.

DATE: 8/20/2025  
APPLICATION NO.: Nine (9)  
PERIOD TO: 8/31/2025  
ARCHITECT'S PROJ. #: Montgomery Co Courthouse Renov  
JOB NAME:

EM N	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	BALANCE TO FINISH H (C-G)		RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E			%		
A									
142	Phase 3 Interior Painting	Material 5,240.00	-			-	-	5,240.00	-
143	Labor	20,970.00	-			-	-	20,970.00	-
144	Phase 4 Interior Painting	Material 6,160.00	-			-	-	6,160.00	-
145	Labor	24,651.00	-			-	-	24,651.00	-
146	Flagpole	Labor 614.00	714.00	(100.00)		614.00	100	-	30.70
147	Material	6,536.00	6,536.00			6,536.00	100	-	326.80
148	Misc Toilet Accessories	Labor 3,158.00	1,000.00	500.00		1,500.00	47	1,658.00	75.00
149	Material	3,143.00	3,143.00			3,143.00	100	-	157.15
150	Courtroom Seating	Labor 5,000.00	-			-		5,000.00	-
151	Material	13,135.00	-			-		13,135.00	-
152	HVAC Demolition	Labor 30,000.00	18,500.00			18,500.00	62	11,500.00	925.00
153	HVAC Hydronic Piping	Material 30,000.00	18,000.00	2,000.00		20,000.00	67	10,000.00	1,000.00
154	Labor	50,000.00	22,500.00	7,000.00		29,500.00	59	20,500.00	1,475.00
155	HVAC FCU	Material 60,000.00	60,000.00			60,000.00	100	-	3,000.00
156	Labor	50,000.00	22,500.00	7,000.00		29,500.00	59	20,500.00	1,475.00
157	HVAC Exhaust Fans	Material 20,000.00	14,000.00	1,000.00		15,000.00	75	5,000.00	750.00
158	Labor	10,840.00	8,000.00	1,200.00		9,200.00	85	1,640.00	460.00
159	HVAC Ductwork	Material 15,000.00	9,000.00	1,000.00		10,000.00	67	5,000.00	500.00
160	Labor	12,000.00	9,000.00	1,000.00		10,000.00	83	2,000.00	500.00
161	Plumbing Demo	Labor 20,000.00	17,000.00			17,000.00	85	3,000.00	850.00
162	Plumbing Fixtures	Material 35,000.00	20,000.00			20,000.00	57	15,000.00	1,000.00
163	Labor	10,000.00	7,000.00			7,000.00	70	3,000.00	350.00
164	Plumbing Piping	Material 50,000.00	24,500.00	5,000.00		29,500.00	59	20,500.00	1,475.00
165	Labor	40,000.00	22,000.00	4,000.00		26,000.00	65	14,000.00	1,300.00
166	Plumbing Finish	Labor 9,060.00	2,265.00	2,500.00		4,765.00	53	4,295.00	238.25
167	Fireprotection	Labor 15,458.00	7,300.00			7,300.00	47	8,156.00	365.00
168	Material	6,174.00	2,174.00			2,174.00	35	4,000.00	106.70
169	Design	4,980.00	4,980.00			4,980.00	100	-	248.00
	TOTAL	3,823,785.00	2,182,168.86	391,265.62	-	2,573,434.48	67	1,250,350.52	128,671.72

## CONTINUATION SHEET

## APPLICATION AND CERTIFICATE FOR PAYMENT.

containing Contractor's signed Certification, is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for the line items may apply.

DATE: 8/20/2025  
APPLICATION NO.: N/A  
PERIOD TO: 8/31/2025  
ARCHITECT'S PROJ. #: Montgomery Co Courthouse Renov  
JOB NAME:

EM N	DESCRIPTION OF WORK	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED & STORED TO DATE G	BALANCE TO FINISH H (C-G)	RETAINAGE I
			PREVIOUS APPLICATION D	THIS APPLICATION E		%		
170	Electrical	5,056.00	-	-	-	-	-	-
171	Demo	71,500.00	2,800.00	-	2,800.00	55	2,256.00	140.00
172	Service	22,935.00	37,179.00	-	37,179.00	52	34,321.00	1,858.95
173	Labor	23,035.00	12,410.00	4,000.00	16,410.00	72	6,525.00	820.50
174	Fixtures	110,068.00	12,410.00	4,000.00	16,410.00	71	6,525.00	820.50
175	Labor	191,920.00	66,700.00	4,000.00	70,700.00	64	39,368.00	3,535.00
176	Devices & Branch	26,345.00	77,105.00	18,000.00	95,105.00	50	96,815.00	4,755.25
177	HVAC	88,127.00	12,500.00	-	12,500.00	47	13,845.00	625.00
178	Labor	8,899.00	30,052.00	-	30,052.00	34	58,075.00	1,502.60
179	Gutter Heat Tape	26,411.00	4,445.00	-	4,445.00	50	4,444.00	222.25
180	Labor	88,035.00	13,645.00	-	13,645.00	52	12,766.00	682.25
181	Material	31,296.00	74,604.00	-	74,604.00	85	13,431.00	3,730.20
182	Sub Contractor	40,397.00	27,028.00	-	27,028.00	86	4,266.00	1,351.40
183	Management/OH	2,820.00	3,949.00	-	3,949.00	10	36,448.00	197.45
184	Material	25,381.00	2,170.00	-	2,170.00	77	650.00	108.50
185	Change Order #1	1,725.00	15,270.00	-	15,270.00	60	10,111.00	763.50
186	Change Order #2	12,348.00	10,986.00	-	10,986.00	100	-	549.30
187	Change Order #3	53,427.00	1,725.00	-	1,725.00	100	-	86.25
188	Change Order #4	27,198.00	45,000.00	-	45,000.00	84	8,427.00	2,250.00
189	Change Order #5	6,466.00	-	-	-	100	27,198.00	-
190	Change Order #6	7,392.00	6,466.00	-	6,466.00	100	-	323.30
191	Change Order #7	10,144.00	7,392.00	-	7,392.00	100	-	369.60
192	Change Order #8	69,259.00	8,000.00	2,144.00	10,144.00	100	-	507.20
193	Change Order #9	-	5,000.00	64,259.00	69,259.00	100	-	3,452.95
	TOTAL	4,784,345.00	2,671,352.86	487,668.62	-	3,159,021.48	1,625,923.52	157,951.07

State of Indiana County of Tippecanoe

The undersigned, being first duly sworn, states, warrants and deposes, personally and as a duly authorized officer or representative of the Contractor or Supplier as designated below (referred to herein as "Contractor") as follows:

### Designation of Instrument

This is a (check one) X Partial \_\_\_\_\_ Final Affidavit and Waiver of Claims  
And is (check one) X Conditional (Payment to Follow) \_\_\_\_\_ Unconditional (Payment Received)

**This Instrument Pertains To the Following:**

Contractor: (name) J.R. Kelly Company, Inc.  
(address) 3450 Concord Road Lafayette, IN 47909  
Person Signing This Instrument: (name) Tim Brigham (title) Project Manager  
Project: (name) Montgomery County Courthouse Renovations  
(location/address) Crawfordsville, IN  
Owner: Montgomery County Building Corporation  
Contractor's Contract is with: (if other than Owner identified above) \_\_\_\_\_

**Payment Amount: Three Hundred Ninety Six Thousand Six Hundred Three Dollars and 62/100**  
**(\$) 396,603.62**

Payable through the Period Ending (date) 8/31/2025 (referred to herein as the "effective date")

**The Terms of This Instrument Are:**

1. Contractor has contracted with Owner, or another party as identified above, to furnish labor, materials, equipment and/or services in furtherance of Contractor's contractual obligations for the above described project.
2. If this instrument is designated as a *Partial Affidavit and Waiver*, the payment amount recited above is the current balance due the Contractor, and such amount, together with any and all previous payments received by Contractor, is the total sum due to Contractor, exclusive of contractually provided retainage, for all labor, materials, equipment or services furnished by or through Contractor to or for the Owner in respect of the project through the above stated effective date. If this instrument is designated as a *Final Affidavit and Waiver*, the payment amount is the full and final amount due the Contractor for any and all labor, materials, equipment or services furnished or to be furnished by or through the Contractor for the project.
3. The undersigned further certifies that all parties who have furnished materials, equipment and/or labor for said work have been fully paid. The undersigned further warrants that funds received from the Owner or another party as identified above within the scope of this Affidavit and Waiver of Lien shall be specifically applied to satisfy any and all liabilities such that no party has any claim or right to a lien on account of any work performed, equipment or materials furnished to the undersigned for said project.
4. In consideration of payment of the payment amount, the Contractor completely waives, discharges and releases, any and all Owners of any title or interest in the real estate upon which the project is situated, and their respective sureties, successors and assigns, from all liens, and claims whatsoever in respect of or arising from any and all labor, materials, equipment or services furnished by or through Contractor to or for the project, including without limitation mechanics' liens and claims against any contract proceeds. If this instrument is designated as a *Partial Affidavit and Waiver*, the waiver, discharge and release provided by this paragraph shall apply only to labor, materials, equipment or services furnished on or before the effective date hereof. If this instrument is designated as a *Final Affidavit and Waiver*, the waiver, discharge and release provided by this paragraph shall apply to any and all labor, materials, equipment or services heretofore or hereafter furnished by or through Contractor to or for the project notwithstanding the effective date of this instrument.
5. The undersigned and Contractor will indemnify Owner and hold it harmless against any loss, cost or expense, including cost of bond premiums, litigation expenses and attorney fees, for and in respect to any breach of any covenant, representation or warranty contained herein or any lien or other claim asserted by any person in respect of labor, materials, equipment or services which are within the scope of this instrument.
6. If this instrument is *Conditional*, the terms hereof shall become effective upon payment of the payment amount to Contractor. Which payment shall be the sole consideration for this Affidavit and Waiver. If this instrument is designated above as *Unconditional*, the undersigned and Contractor acknowledge receipt of the payment amount and agree that this instrument shall be effective in all respects as of the date hereof.

(Individual Signature) 2/24/11

Subscribed and Sworn to before me this 20th day of August, 2025. ALISA DIENHART

(Notary Public Signature) [Signature] My Commission Expires 01/01/2025 San Diego County

(Typed/Printed Name): \_\_\_\_\_ Residing in: \_\_\_\_\_ County \_\_\_\_\_

