

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:

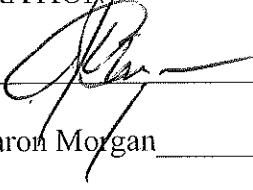
This request for disbursement is submitted to you pursuant to Section 3.1 of the Trust Indenture dated as of October 1, 2024 ("Indenture") between Montgomery County Building Corporation ("Corporation") and Regions Bank ("Bond Trustee"). You are hereby requested to make the following disbursements in 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: _____

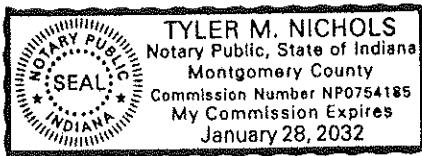
Print: _____

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.
(Written Signature)

Tyler M. Nichols
(Printed Name)

Notary Public:

(Seal)

My Commission Expires:

County of Residence:

01/28/2032 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	\$396,603.62

(Attach invoices for above)

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

TO:

Montgomery County
Building Corporation

PROJECT: Montgomery County Courthouse Renovations

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

FROM CONTRACTOR:

JR Kelly Company, Inc.
3450 Concord Road
Lafayette IN 47909

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

5. RETAINAGE

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

(Line 4 less Line 5 Total) \$ 3,001,070.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,604,466.79

(Line 6 from prior Certificates)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 396,603.62

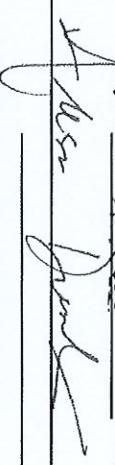
ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled

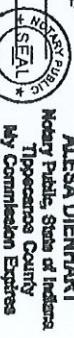
to payment of the AMOUNT CERTIFIED. \$ 396,603.62

Total changes approved in previous
months by Owner \$ 198,945.00 \$ -

Total approved this Month \$ - \$ -

NET CHANGES by Change Order \$ 198,945.00 \$ -

State of: Indiana ALESIA DIENHART
County of: Tipton Notary Public, State of Indiana
Subscribed and sworn to before me 20th day of August
this January 31, 2023 My Commission Expires: August 2025
CONTRACTOR: 
By: J R. KELLY COMPANY, INC. J R. KELLY COMPANY, INC.
Date: 8/20/2025



(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:

Henry Stellema 
Date: 8/20/25

Digitally signed by Henry Stellema
Sistering Office, DC-ELZ
Accounts, DC-ELZ
Date: 2025-08-20 15:16:04-04'00

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT**

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.

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APPLICATION NO.: 9/20/2025
PERIOD TO: 9/1/2025
JOB NAME: Montgomery Co Courthouse Renov

CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT

At LOCATION AND DATE, the following document, containing Contractor's signed Certification, is attached.

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

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

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

DATE:	8/20/2025
APPLICATION NO.:	Nine (3)
PERIOD TO:	8/31/2025
JOB NAME:	Montgomery Co Courthouse Renov

EM N A	DESCRIPTION OF WORK	WORK COMPLETED		PREVIOUS APPLICATION		THIS APPLICATION	STORED MATERIALS	TOTAL COMPLETED & STORED TO DATE	BALANCE TO FINISH H (G-G)	RETAINAGE I
		SCHEDULED VALUE C	APPLICATION D	APPLICATION E						
47	Masonry Restoration									
47	North Elevation									
48	General Conditions									
48	Repoint Plan Marked Location									
49	Remove Steel Bars and Patch									
50	Remove Loose Parging/Apply New									
51	Remove Coating/Masonry Repair									
52	Wash Masonry									
53	Wash Masonry									
54	West Elevation									
55	General Conditions									
55	Remove Steel Pipe Guardrail									
56	Clean & Repair West Stairs									
57	Remove Coating/Masonry Repair									
58	Wash Masonry									
59	West Elevation									
60	General Conditions									
60	Repair Ramp Railing System									
61	Remove Steel Bars and Patch									
62	Remove Loose Parging/Apply New									
63	Remove Coating/Masonry Repair									
64	Wash Masonry									
65	Wash Masonry									
66	South Elevation									
66	General Conditions									
67	Remove Loose Parging/Apply New									
68	Wash Masonry									
	TOTAL	1,330,019.00	796,893.00	53,100.00	-	859,993.00	62	550,026.00	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.: N/A (9)
 PERIOD TO: 8/31/2025
 ARCHITECT'S PROJ. #: Montgomery Co Courthouse Renov
 JOB NAME:

EM N ^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				
88	Cornice Repairs	Labor	35,239.00	19,000.00	16,239.00	35,239.00	100	-
89		Material	8,666.00	6,000.00	2,666.00	8,666.00	100	-
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	-
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	19,000.00	100	-	1,000.00
96	Debris Disposal	Labor	152,000.00	152,000.00	152,000.00	100	-	7,600.00
97	Tear-Off	Material	205,895.00	153,473.75	153,473.75	100	-	10,294.75
98	Composite Slate	Labor	184,500.00	123,025.00	123,025.00	50,000.00	94	8,651.25
99	Underayment	Material	35,000.00	35,000.00	35,000.00	100	-	1,750.00
100		Labor	35,000.00	35,000.00	35,000.00	100	-	1,750.00
101	PVC Roof	Material	25,000.00	23,750.00	23,750.00	95	1,250.00	1,187.50
102		Labor	30,000.00	28,500.00	28,500.00	95	1,500.00	1,425.00
103	Gutter	Material	75,000.00	18,750.00	18,750.00	45	41,250.00	1,687.50
104		Labor	85,000.00	21,250.00	21,250.00	16,000.00	44	47,750.00
105	Cornice Removal	Labor	65,000.00	65,000.00	65,000.00	100	-	3,250.00
106	Cornice Installation	Labor	65,000.00	-	-	65,000.00	-	-
107	Alternate #4	Labor	88,300.00	-	-	88,300.00	-	-
108	Warranties/Closeouts	Labor	25,000.00	-	-	25,000.00	-	-
109	Demobilization	Labor	20,000.00	-	-	20,000.00	-	-
110	Fluid Applied Waterproofing	Labor	1,911.00	1,911.00	1,911.00	100	-	95.55
111		Material	1,275.00	1,275.00	1,275.00	100	-	63.75
112	Interior Joint Sealants	Labor	4,550.00	2,300.00	3,300.00	73	1,250.00	165.00
113		Material	2,446.00	1,250.00	1,750.00	72	696.00	87.50
		TOTAL	2,822,048.00	1,689,896.75	226,826.25	-	1,896,725.00	67
							925,323.00	94,836.25

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.: Nine (9)
 PERIOD TO: 8/31/2025
 ARCHITECT'S PROJ. #: Montgomery Co Courthouse Renov
 JOB NAME:

EM N 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				
114	Frames/Door/Hardware	Labor	9,558.00	5,000.00		5,000.00	52	-
115		Material	39,146.00	39,146.00		39,146.00	100	-
116	Glazing	Material	2,538.00	2,538.00		2,538.00	100	1,957.30
117		Labor	2,157.00	2,157.00		2,157.00	100	126.90
118	Window Film	Labor	1,000.00	1,000.00		1,000.00	100	107.85
119		Material	850.00	850.00		850.00	100	50.00
120	Metal Framing	Material	6,554.00	4,250.00		5,650.00	86	42.50
121		Labor	18,425.00	12,200.00		3,500.00	85	282.50
122	Gypsum Drywall	Material	10,896.00	7,400.00		9,262.00	85	785.00
123		Labor	35,246.00	20,812.00		9,200.00	85	463.10
124	Acoustical	Material	57,156.00	27,000.00		10,150.00	65	1,500.60
125		Labor	37,256.00	17,000.00		6,800.00	64	1,857.50
126	Ceramic Tile	Labor	28,570.00	10,600.00		2,542.00	46	1,190.00
127		Material	19,591.00	7,200.00		9,012.00	46	15,448.00
128	Flooring Restoration	Labor	2,643.00	1,200.00		1,200.00	45	65.00
129		Material	2,644.00	1,200.00		1,200.00	45	60.00
130	Resilient Base	Material	9,810.00	9,810.00		9,810.00	100	-
131		Labor	5,432.00	1,900.00		2,259.00	60	49.50
132	LVT & VCT	Material	18,387.00	13,789.00		4,599.00	100	162.95
133		Labor	9,594.00	2,878.24		2,878.24	100	2,173.00
134	Carpet	Material	55,041.00	10,799.87		44,241.13	100	-
135		Labor	13,547.00	6,000.00		6,000.00	44	91.35
136	Exterior Painting	Material	24,400.00	-		17,080.00	70	287.82
137		Labor	6,108.00	1,900.00		2,400.00	70	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	100	230.00
141		Labor	17,015.00	-		17,015.00	100	85.75
		TOTAL	3,266,568.00	1,882,056.86		359,165.82	-	1,025,445.52
						2,241,222.48	89	112,081.12

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

EM N 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				
142	Phase 3 Interior Painting	Material Labor	5,240.00 20,970.00	- -	-	-	5,240.00 20,970.00	- -
143	Phase 4 Interior Painting	Material Labor	6,160.00 24,651.00	- -	-	-	6,160.00 24,651.00	- -
145	Flagpole	Material Labor	614.00 6,536.00	714.00 (100.00)	614.00 6,536.00	100 100	- -	30.70 326.80
147	Misc Toilet Accessories	Material Labor	3,158.00 3,143.00	1,000.00 500.00	1,500.00 3,143.00	47 100	1,658.00 -	75.00 157.15
149	Courtroom Seating	Material Labor	5,000.00 13,135.00	- -	-	-	5,000.00 13,135.00	- -
151	HVAC Demolition	Material Labor	30,000.00 30,000.00	18,500.00 2,000.00	18,500.00 20,000.00	62 67	11,500.00 10,000.00	925.00 1,000.00
152	HVAC Hydronic Piping	Material Labor	50,000.00 50,000.00	22,500.00 7,000.00	29,500.00 7,000.00	59 59	20,500.00 20,500.00	1,475.00 1,475.00
154	HVAC FCU	Material Labor	60,000.00 50,000.00	60,000.00 22,500.00	7,000.00 29,500.00	100 59	- 20,500.00	3,000.00 1,475.00
155	HVAC Exhaust Fans	Material Labor	15,000.00 20,000.00	14,000.00 8,000.00	1,000.00 1,200.00	75 85	5,000.00 1,640.00	750.00 460.00
157	HVAC Ductwork	Material Labor	15,000.00 12,000.00	9,000.00 9,000.00	1,000.00 1,000.00	67 83	5,000.00 2,000.00	500.00 500.00
160	Plumbing Demo	Material Labor	20,000.00 20,000.00	17,000.00 17,000.00	17,000.00 17,000.00	85 85	3,000.00 3,000.00	850.00 850.00
161	Plumbing Fixtures	Material Labor	35,000.00 10,000.00	20,000.00 7,000.00	20,000.00 7,000.00	57 70	15,000.00 3,000.00	1,000.00 350.00
162	Plumbing Piping	Material Labor	50,000.00 40,000.00	24,500.00 22,000.00	5,000.00 4,000.00	59 65	20,500.00 14,000.00	1,475.00 1,300.00
165	Plumbing Finish	Material Labor	9,060.00 9,060.00	2,265.00 2,500.00	4,765.00 7,300.00	53 47	4,295.00 8,156.00	238.25 365.00
166	Fireprotection	Material Design	15,455.00 6,174.00	7,300.00 2,174.00	2,174.00 4,980.00	35 100	4,000.00 -	108.70 249.00
168								
169								
		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.:	Nine (9)
PERIOD TO:	8/31/2025
ARCHITECT'S PROJ. #:	Montgomery Co Courthouse Renov
JOB NAME:	

**CONTRACTOR/SUPPLIER
AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS**

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) Partial Final Affidavit and Waiver of Claims
And is (check one) 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)

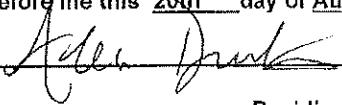
Payable through the Period Ending (date) 8/31/2025 (referred to herein as the "effective date")

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 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) 

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

(Notary Public Signature) 

My Commission Expires January 31, 2028



ALECIA DIENHART

Notary Public, State of Indiana

Marion County

My Commission Expires

January 31, 2028

Commission #0696131

(Typed/Printed Name): _____ Residing In: _____ County _____